CITY OF MIDWEST CITY MEETINGS

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

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

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

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

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

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

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

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

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

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

MIDWEST CITY

Where the Spirit Flies High

CITY COUNCIL AGENDA

CITY COUNCIL AGENDA

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

July 28, 2026 - 3:00 PM

Presiding members: Mayor Rick Rice		City Staff:
Ward 1 Brian Triger	Ward 2 Pat Byrne	City Manager Tim Lyon
Ward 3 Raymond Melton	Ward 4 Marc Thompson	City Clerk Sara Hancock
Ward 5 Sara Bana	Ward 6 Rick Favors	City Attorney Don Maisch

A. CALL TO ORDER.

B. OPENING BUSINESS.

1. Invocation

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 June 23, 2026. (City Clerk - S. Hancock)

2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2026-2027 increase: Grants, revenues/Intergovernmental (90) $3,000,000; expenditures/Transfer Out (90) $3,000,000; revenues/Intergovernmental (57) $3,200,000; expenditures/Transfers Out (57) $3,200,000. Capital Improvements, revenues/Transfer In (00) $3,200,000. Street Tax Fund, expenditures/Infrastructure (06) $15,000. Grants Housing Activities, revenues/Intergovernmental (37) $200,000; expenditures (37) $200,000. Grants, revenues/Intergovernmental (05) $117,820; revenues/Intergovernmental (09) $564,758; revenues/Intergovernmental (25) $62,500; revenues/Intergovernmental (41) $1,733,533; revenues/Intergovernmental (42) $175,279; revenues/Intergovernmental (43) $107,500; revenues/Intergovernmental (46) $3,807,906; revenues/Intergovernmental (57) $1,002,540; revenues/Intergovernmental (61) $155,901; revenues/Intergovernmental (62) $249,415; revenues/Transfers In (62) $1,552; revenues/Transfers In (62) $16,776; revenues/Intergovernmental (72) $250,943; expenditures/Transfers Out (05) $117,820; expenditures/Transfers Out (09) $564,758; expenditures/Transfers Out (25) $62,500; expenditures/Transfers Out (41)

$1,733,533; expenditures/Transfers Out (42) $175,279; expenditures/Transfers Out (43) 107,500; expenditures/Transfers Out (46) $3,807,906; expenditures/Transfers Out (57) $1,002,540; expenditures/Transfers Out (61) $155,901; expenditures/Overtime (62) $210,564; expenditures/Social Security (62) $18,762; expenditures/Travel & Training (62) $11,447; expenditures/Small Tools & Equipment (62) $800; expenditures/Supplies (62) $497; expenditures/Contractual (62) $25,670; expenditures/Transfers Out (72) $250,943. General Gov Sales Tax, revenues/Transfers In (05) $117,820; revenues/Transfers In (09) $564,758. MWC Police Department, expenditures/Transfers Out (62) $16,776. MWC Police Impound Fees, expenditures/Transfers Out (62) $1,552. Interservice Fund, revenues/Transfers In (00) $62,500. Capital Improvements, revenues/Transfers In (00) $1,002,540. (Finance- T. Cromar)

3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2025-2026 increase: Grants/Various, revenues/Intergovernmental (21) $79,600; expenditures/Transfer Out 070 (21) $79,600. Emergency Operations Fund, revenues/Transfer In 143 (00) $79,600. Grants/Housing Activities, expenditures/Home Buyers Assistance (37) $7500. General Fund, revenues/Transfers In 250 (00) $165,204; expenditures/Transfers Out 250 $165,204; expenditures/Transfer Out (00) $431,442; expenditures/Transfer Out (00) $348,837. Police Department, revenues/Transfer In (010) $431,442. Fire Department, revenues/Transfer In (010) $348,837. Park & Recreation, revenues/Transfer In (225) $5394. Hotel Motel Fund, expenditures/Transfer Out (87) $5394; expenditures/Transfer Out (87) $1326. (Finance - T. Cromar)

4. Discussion, consideration and possible action of approving a resolution for the City of Midwest City, Oklahoma to release unappropriated fund balances in the amount of $27,982,297 at the close of day June 30, 2026 to be made available for fiscal year 2026-2027; and amending the budgets for fiscal year 2026-2027 to include the released appropriations from the fiscal year 2025-2026 budgets as supplemental appropriations; and, effective July 1, 2026, renewing encumbrance commitments cancelled at the close of day June 30, 2026. (Finance- T. Cromar)

5. Discussion, consideration and possible action of approving the appointment of Ms. Espaniola “Espy” Bowen to the Midwest City Historical Society, for a three (3) year term, representing Ward 3. (R. Rushing – Director of Operations).

6. Discussion, consideration, and possible action to reappoint Zach Watts, James Smith, Rick Dawkins, and Marcus Hayes to the Planning Commission for a three-year term to expire August 28, 2029. (Community Development - M. Summers)

7. Discussion, consideration, and possible action of passing a resolution to cast a vote for Ryan Rushing to represent the City of Midwest City as a trustee of the Oklahoma Municipal Retirement Fund (OKRMF) to fill the expiring term of the trustee representing District 6 for a five-year term beginning October 1, 2026 through October 1, 2031. (City Manager – T. Lyon)

8. Discussion, consideration and possible action of approving an amendment of Public Safety Answering Point Agreement with SSM Health-St. Anthony Hospital- Midwest to continue to provide dispatching services for SSM Health-St. Anthony Hospital-Midwest Ambulance Service from July 1, 2026 through June 30, 2027. (Emergency Communication Center - T. Coplen)

9. Discussion, consideration, and possible action to approve a Professional Services Agreement for 2026-27 in the amount of $120,000 with Anchored Hope Family Services LLC for Licensed Mental Health Services. (Police Chief - G. Wipfli)

10. Discussion, consideration, and possible action of 1) the approval of and entering into the HOME Investment Partnerships Program (HOME) grant contract 2025 HOME 1768 between the City of Midwest City and Oklahoma Housing Finance Agency (OHFA) in the amount of $200,000 for down payment and closing cost assistance in Midwest City and agreeing to provide $50,000 in banked matching funds; 2) authorization of the Mayor, City Manager, and/or his designee to enter into the necessary contracts and certifications to implement the grant program. (Planning Assistance - A. Stephenson)

11. Discussion, consideration, and possible action of approving Change Order #2 decreasing the project cost by $16,512.19 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. (Public Works - R. Paul Streets)

12. Discussion, consideration, and possible action of approving Supplemental and Modification Agreement No. 1 for State Job Number 38082(04)(05)(06)(07), with the Oklahoma Department of Transportation (ODOT) to revise the scope of the original Project Maintenance, Financing, and Right-Of-Way Agreement. (Public Works - R. Paul Streets)

13. Discussion, consideration, and possible action of approving Supplemental and Modification Agreement No. 1 for State Job Number 37938(04)(05)(06)(07), with the Oklahoma Department of Transportation (ODOT) to revise the scope of the original Project Maintenance, Financing, and Right-Of-Way Agreement. (Public Works - R. Paul Streets)

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

15. Discussion, consideration, and possible action of accepting a Grant of Permanent Easement from Griffin Properties, OKC, LLC, across property located at 9001 SE 29th Street within the Southwest Corner of the Southwest Quarter (SW/4) of Section Thirteen (13), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma within the municipal corporate boundaries of Midwest City. (Public Works - R. Paul Streets)

16. Discussion, consideration, and possible action of accepting a Grant of Temporary Easement from Shaw Investment Properties, LLC, across property located at 2917 South Douglas Boulevard within the Southeast Corner of the Southeast Quarter (SE/4) of Section Eleven (11), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma within the municipal corporate boundaries of Midwest City. (Public Works - R. Paul Streets)

17. Discussion, consideration, and possible action of making a matter of record Permit No. WL000055260296 from the Oklahoma Department of Environmental Quality for the construction of the Midwest City Hospital District – Plaza 62 Waterline Extension project, Midwest City, Oklahoma. (Public Works - R. Paul Streets)

18. Discussion, consideration, and possible action of making a matter of record Permit No. SL000055260295 from the Oklahoma Department of Environmental Quality for the construction of the Midwest City Hospital District – Plaza 62 Sewer Extension project, Midwest City, Oklahoma. (Public Works - R. Paul Streets)

19. Discussion, consideration, and possible action of making a matter of record Permit No. SL000055260486 from the Oklahoma Department of Environmental Quality for the construction of the BOK – Midwest City Sewer Extension project, Midwest City, Oklahoma. (Public Works - R. Paul Streets)

20. Discussion, consideration, and possible action of 1) declaring (1) 1997 Ford and (1) 2003 Chevy trucks as surplus by deeming the vehicles to be obsolete, defective, or replaced; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary. (Neighborhood Services - Director M. Stroh)

21. Discussion, consideration and possible action to declare the miscellaneous attached firearms as surplus and authorizing disposal by public auction, sealed bid, or other necessary means. (G. Wipfli-Police Chief)

22. Discussion, consideration, and possible action of declaring Unit No. 09-03-09, a 1993 International Dump Truck, VIN # 1HTSDPPR1PH516070, from the Public Works Department as surplus and authorizing its disposal according to the rules of the grant awarded by the Oklahoma Department of Environmental Quality as part of the On-Road2 Program, which requires that the vehicles be destroyed or scrapped. (Public Works - R. Paul Streets)

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

D. DISCUSSION ITEMS.

1. (MP-34) Public hearing, discussion, consideration, and possible action to consider approval of a Minor Plat for the property described as tracts of land being a part of the Northeast Quarter (NE/4) of Section Eight (8), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 1807 and 1915 S Anderson Rd., Midwest City, Oklahoma County, Oklahoma 73130. (Community Development - M. Summers) (Ward 6)

2. (PC-2249) Public hearing, discussion, consideration, and possible action on an ordinance to redistrict from Planned Unit Development ("PUD") to Amended Planned Unit Development ("PUD") for Timber Ridge Pointe Addition, described as part of the Southwest Quarter (SW/4) of Section Ten (10), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - M. Summers) (Ward 6)

3. (PC-2252) Public hearing, discussion, consideration, and possible action for a Special Use Permit to allow *Communication Services: Towers/Antennas* in the C-3, Community Commercial District for the property located at 1117 Christine Dr., Midwest City, Oklahoma 73130. (Community Development - M. Summers) (Ward 5)

4. (PC-2253) Public hearing, discussion, consideration, and possible action for a Special Use Permit to allow *Drinking Establishments: Sit-Down, Alcoholic Beverages Permitted* in the C-3, Community Commercial District for the property located at 721 and 723 S Air Depot Boulevard Midwest City, Oklahoma 73110. (Community Development - M. Summers) (Ward 1)

5. Public Hearing, discussion, consideration, and possible action to approve an ordinance, to close for public use, an Easement recorded in the Oklahoma County Clerk office and lying in the Northwest Quarter (NW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West, I.M., Midwest City, Oklahoma County, Oklahoma. (R. Paul Streets – Public Works) (Ward – 2)

6. Discussion, consideration, and possible action of approving a Professional Services Contract with ADG Blatt for design services associated with the Midwest City indoor recreation and aquatics facility, in an amount not to exceed $2,737,240.00. (Assistant City Manager - V. Sullivan)

7. Discussion, consideration and possible action of an ordinance amending the Midwest City Municipal Code: Chapter 7, Amusements, Article I, Family Amusement Centers, Section 7-1, Family amusement centers defined, Section 7-2, Closing hours, Section 7-3, Types of machines prohibited, Section 7-4, License-Required, Section 7-5, Same-Application, Section 7-6, Same-Fee, Section 7-7, Same-Expiration, , Section 7-8, Revocation of license, Section 7-9, Provisions of article exclusive, Section 7-10, Alcoholic and nonintoxicating beverages; Article III, Coin-Operated Devices, Section 7-40, Purpose/Definition, Section 7-41, Placement of Magazine or Book Racks or Holders, Section 7-42, License revoking these sections and placing them into reserve; providing for a repealer, and severability. (D. Maisch – City Attorney).

8. Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code: Chapter 41, Taxicabs, revoking and placing into reserve the entire chapter; providing for a repealer, and severability. (D. Maisch – City Attorney).

9. Discussion, consideration and possible action of recommending to the City Council for approval, an ordinance amending Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors, Article V Special Events, Section 32-85 Signs; and providing for repealer and severability. (J. Ryan – Communications and Marketing)

10. Discussion, consideration, and possible action of an ordinance amending the Midwest City Municipal Code, Chapter 27 Nuisances; Article II, Weeds and Trash; Section 27-28, Accumulation of rubbish declared a nuisance; penalty; providing for a repealer, and severability. (M. Stroh – Director, Neighborhood Services).

11. Discussion, consideration and possible action of recommending to the City Council for approval an ordinance amending the Midwest City Municipal Code: Chapter 32 Peddlers and Solicitors; Article I, In General; Section 32-1 Definitions; Penalty; Article II, Permits; Sections 32-21 Required; 32-25 Fees; Health Certificates; Article VI, Auctions/Estate Sales; Sections 32-97, Auctions/Estate Sales Defined; 32-98, Intervals Between Auctions/Estate Sales; 32-99; Signs; 32-100, Locations; 32-101, Violations; 32-102, Accessory Activities Prohibited; 32-104, Permit Required; 32-105, Permit Fee; 32-106 Application for Permit; 32-107, Issuance of Permit; Sections 32-115 through 32-123, reserved; providing for a repealer, and severability. (D. Maisch – City Attorney).

12. Discussion, consideration and possible action of recommending to the City Council for approval an ordinance amending the Midwest City Municipal Code, Chapter 42, Trees; Article III, Tree Trimming, Etc., Section: 42-51, Notice to Owner; and providing for a repealer, and severability. (M. Stroh – Director, Neighborhood Services).

13. Discussion, consideration and possible action of an ordinance amending the Midwest City Municipal Code, Chapter 22, Litter; Sections: 22-10, Throwing or distributing handbills in public places; Section 22-11, Placing handbills in vehicles; and providing for a repealer, and severability. (M. Stroh – Director, Neighborhood Services).

14. Discussion, consideration, and possible action on an ordinance amending Midwest City code, Chapter 9, Buildings and Building Regulations; Article I, In General; Section 9-6, Code Amended – International Building Code; 9-47 Fee Table; Article III, Electrical; Section 9-136, Licensing fees and requirements; Article IV, Mechanical; Section 9-206, Licensing fees and requirements; Article VI, Plumbing; Section 9-322, Licensing fees and requirements; Article VII, Sign Regulations; Section 9-393, Political Signs; and providing for repealer and severability. (Community Development - M. Summers)

15. Discussion, consideration and possible action of an ordinance amending the Midwest City Municipal Code an ordinance amending the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention; Article III, Fire Prevention Codes and Standards; Division 2, Fire Prevention Codes; Section 15-55, International Fire Code Adopted; Section 15-56, Permits and Fees; Section 15-60, New Construction System Inspection or Inspection for Alterations at Fifty Percent or Greater; Division 4, Fire Suppression and Detection Systems; Section 15-72, Alarm and Detection System Plan Review; Fee, Section 15-73, Sprinkler Systems; Article IV, Open Burning; Adding Section 15-114 Open Flame Cooking Devices; and Providing for Repealer and Severability. (D. Beabout – Fire)

16. Discussion, consideration, and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 1, General Provisions, Section 1-12, Enforcement Officers; and providing repealer and severability. (V. Floyd – City Prosecutor).

17. Discussion, consideration, and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 28 – Offenses – Miscellaneous, Article 1. – In General, Section 28 – 11 Warrant Processing Fee. (V. Floyd – City Prosecutor).

18. Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code: Chapter 15, Fire Protection and Prevention; Article II, In General; Division 3, Hazardous Materials; Creating Section 15-41.1, Emergency Response Cost Recovery; and providing for repealer and severability. (D. Beabout – Fire Chief).

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

F. EXECUTIVE SESSION.

1. Discussion, consideration, and possible action to 1) entering into executive session, as allowed under Title 25 Section 307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action of the public body with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest regarding review of litigated settlements, White Tort Claim; and 2) authorizing the City Manager to take action as appropriate based on discussion. (City Manager - T. Lyon)

G. FURTHER INFORMATION.

1. Review of the May 19, 2026 Board of Adjustment Minutes (Community Development - M. Summers)

2. Review of the June 2, 2026 Planning Commission Minutes (Community Development - M. Summers)

3. (PC-2250) Public hearing, discussion, consideration, and possible action on an ordinance to rezone the subject property from Single-Family Detached Residential District ("R-6") to Planned Unit Development ("PUD") for the property described as part of the Northwest Quarter (NE/4) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - M. Summers) (Ward 6)

4. (PC-2254) Public hearing, discussion, consideration, and possible action of a resolution

to amend the Comprehensive Plan from Local Commercial to Neighborhood Medium to High Density; and an ordinance to redistrict the subject property from Planned Unit Development ("PUD") to Planned Unit Development ("PUD") for the property described as part of the Southeast Quarter (SE/4) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - M. Summers) (Ward 6)

5. Monthly Residential and Commercial Building Report for June 2026 (Community Development, M. Summers)

6. Urban Renewal Authority's Fiscal Year 2025 - 2026 Annual Report. (Development Director - R. Coleman)

7. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager. (Human Resources Director - T. Bradley)

8. Review of the City Manager's Report for the month of June 2026. (Finance - T. Cromar)

9. Review of the monthly report of the Delta Hotel at the Reed Center. (Director of Operations - R. Rushing)

H. ADJOURNMENT.

MIDWEST CITY

Where the Spirit Flies High

CONSENT AGENDA

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

Midwest City Council Minutes

June 23, 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 Richard R. Rice called the meeting to order at 6:04 PM with the following members present:

Ward 1 Brian Triger	Ward 2 Pat Byrne	City Manager Tim Lyon
Ward 3 Raymond Melton	Ward 4 Marc Thompson	City Clerk Susan Mullendore
Ward 5 Sara Bana	Ward 6 Rick Favors	City Attorney Don Maisch

OPENING BUSINESS. The Invocation was given by Pastor Stefan Reed. The Pledge of Allegiance was led by Layla Thompson. Lyon, Mayor and Sullivan gave community-related announcements and comments.

CONSENT AGENDA. Byrne made a motion to approve the consent agenda with exception to pull Items 6 and 18, seconded by Favors. Voting Aye: Triger, Byrne, Melton, Thompson, Bana, Favors and Rice. Nay: none. Motion carried.

1. Discussion, consideration and possible action to approve the meeting minutes for May 26, 2026.

2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2025-2026 increases/decreases: Park & Recreation, expenditures/Infrastructure (06) $44,800. Activity Fund, revenue/Miscellaneous (78) $3,000; expenditures/Trees (78) $3,000. Municipal Court, revenues/Investment Interest (00) $1,500. General Fund, revenues/Transfers In (00) $1,500. Downtown Redevelopment, revenues/Interest Revenue (00) $-7,142. Urban Renewal, revenues/Interest Revenue (00) $7,142. Street Light Fee, expenditures/Utilities (14) $57,000; expenditures/Fleet Fuel (14) $1000. General Government Sales Tax, expenditures/Small Tools & Equip. (15) $3,539. General Fund, expenditures/Vacation Buyback (08) $2,400; expenditures/Separation Pay (08) $3,780; expenditures/Salary (08) $26,000; expenditures/Fleet Fuel (15) $2,000; expenditures/Fleet Parts (15) $2,000; expenditures/Fleet Labor (15) $2,000. General Fund, expenditures/Contractual (19) $-394. Park & Recreation, expenditures/Contractual (19) $394. Hotel/Motel Fund, expenditures/Transfer Out Parks & Rec (87)
$120,000; expenditures/Transfer Out EDA (87) $40,000. Park & Recreation, revenues/Transfer In (00) $120,000. Revenues Bond Sinking, expenditures/Transfer Out (00) $90,000. Capital Improvements, revenues/Transfer In (00) $90,000. G.O. Debt Service, expenditures/Transfer Out (00) $41,000. Activity Fund, revenues/Miscellaneous (78) $4,000; expenditures/Fundraising Supplies (78) $4,000; 2018 Election G.O. Bonds, revenues/Transfer In (00) $41,000. Reimbursed Projects, revenues/Miscellaneous (37) $570; expenditures/Other Expenses (37) $570. L&H Benefits, expenditures/Health Claims (03) $345,000.

3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2025-2026 increase: Park & Recreation, expenditures/Building (06) $22,255.

4. Discussion, consideration and possible action of approving the reappointment of Lindse Barks (Ward 2) for a one-year term ending June 23, 2027 and Debbie Moore (Ward 4) for a two-year term ending June 23, 2028 to the Midwest City Arts Council.

5. Discussion, consideration, and possible action to appoint Joel Bryant for a term to expire December 13, 2028, and reappoint Cy Valanejad for a term to expire May 13, 2029, to the Board of Adjustment.

7. Discussion, consideration, and possible action to elect Ms. Kathryn Thomsen for appointment, replacing Ms. Espaniola Bowen and to elect Mr. Steve Carano to be reappointed to the Central Oklahoma Master Conservancy District Board of Directors for four (4) year terms to end on July 28, 2030.

8. Discussion, consideration, and possible action of approving the FY 2026/2027 General Mutual Cooperation Agreement between the City of Midwest City and the Board of County Commissioners of Oklahoma County.

9. Discussion, consideration, and possible action of making a matter of record Permit No.SL000055260300 from the Oklahoma Department of Environmental Quality for the construction of the SE 15th Street Sewer Extension project, Midwest City, Oklahoma.

10. Discussion, consideration, and possible action of approving a maintenance and services contract with Oklahoma Mountain Bike Association, Inc., for landscape improvements and maintenance of mountain bike trails at the SCIP Recreational Trail.

11. Discussion, consideration, and possible action of accepting a Grant of Temporary Easement from the Midwest City Hospital Authority across property located at 8920 SE 29th Street within the Northeast Corner of the Northeast Quarter (NE/4) of Section Fourteen (14), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma within the municipal corporate boundaries of Midwest City.

12. Discussion, consideration, and possible action of accepting a Grant of Permanent Easement from the Midwest City Hospital Authority across property located at 8920 SE 29th Street within the Northeast Corner of the Northeast Quarter (NE/4) of Section Fourteen (14), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma within the municipal corporate boundaries of Midwest City.

13. Discussion, consideration, and possible action of approving a contract between the City of Midwest

City and C4L in the amount of $348,935.00 to provide professional services necessary to design

and construct an extension to the City's Holiday Lights storage barn and delegating to the City Manager the authority to execute the contract.

14. Discussion, consideration, and possible action of approving Supplemental and Modification Agreement No. 1 for State Job Number 38082(04)(05)(06)(07), with the Oklahoma Department of Transportation (ODOT) to revise the scope of the original Project Maintenance, Financing, and Right-Of-Way Agreement.

15. Discussion, consideration, and possible action regarding the Administrative Services Agreement with Health Care Services Corporation to provide administrative services for the Employee Health Benefits Plan for the FY 2026-2027 for a net cost of $69.82 per employee per month.

16. Discussion, consideration, and possible action declaring (2) large office desks, (2) large file drawers, (2) small drawers, (1) writing table, and (1) center pen drawer as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.

17. Discussion, consideration, and possible action declaring the attached 911 Call Center office furniture, (7) Chairs, (2) Filing Cabinets, and (1) Podium as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.

19. Discussion, consideration, and possible action of declaring a 2005 Chevrolet Suburban, fleet ID 07-02-07 as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.

6. **Discussion, consideration and possible action of appointing Rita Maxwell to the Urban Renewal Authority and re-appointing Sherry Beaird and Aaron Budd to the Urban Renewal Authority for three-year terms.**

Mayor and Maxwell addressed the council. After Council discussion, Rice made a motion to approve the appointments, seconded Bana. Voting Aye: Triger, Byrne, Melton, Thompson, Bana, Favors and Rice. Nay: none. Motion carried.

18. **Discussion, consideration, and possible action declaring City property, 1000 N Redbud Dr, 106 W Lilac Ln, 400 E Lockheed Dr and 402 E Lockheed Dr as surplus property and authorizing their disposal through sealed bid, public auction, or by other means as necessary.**

Summers addressed the council. After Council discussion, Bana made a motion to approve surplus, seconded by Favors. Voting Aye: Triger, Byrne, Melton, Thompson, Bana, Favors and Rice. Nay: none. Motion carried.

DISCUSSION ITEMS.

1. **(MP-33) Public hearing, discussion, consideration, and possible action to approve a Minor Plat for the property located at 223 Grandview Road, Midwest City, Oklahoma.**

Summers addressed the council. Melton made a motion to approve, seconded by Thompson. Voting Aye: Triger, Byrne, Melton, Thompson, Bana, Favors and Rice. Nay: none. Motion carried.

2. (**CA-83) Discussion, consideration, and possible action to consider approval of an alteration of the concrete median on Warren Drive.**

At 3:20 pm Favors left his seat but remained in council and returned to his seat at 3:22 PM.

Summers addressed the Council. Byrne made a motion to approve the alteration, seconded by Thompson. Voting Aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Recused: Favors. Motion carried.

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.**

Summers, Evenson, Mark Zitzow with Johnson & Associates, and Pamela Winders 1554 Willow Dr addressed the council. After Council and Staff discussion, Favors made a motion to approve Ordinance 3624, seconded by Byrne. Voting Aye: Triger, Byrne, Melton, Thompson, Bana, Favors and Rice. Nay: none. Motion carried.

4**. (PC-2248) Public hearing, discussion, consideration, and possible action on an ordinance to rezone the subject property from Two-Family Attached Residential ("R-2F") to Planned Unit Development ("PUD") for the property described as Lots 4, 5, 6, 7, 8, 9, and 10 of Block 1 and Lots 2 and 3 of Block 3 of the Urban Edge Addition, located in Midwest City, Oklahoma.**

Summers, Glen Goldschlager of 1409 Evergreen Cir, and Emmanuel Acquoach of Urban Edge addressed the Council. After Council and Staff discussion, Melton made a motion to approve Ordinance 3625, seconded by Bana. Voting Aye: Triger, Byrne, Melton, Thompson, Bana, Favors and Rice. Nay: none. Motion carried.

At 4:06 pm Bana left her seat but stayed in council and returned to her seat at 4:07 PM.

5. **Discussion, consideration, and possible action of approving a Guaranteed Maximum Price (GMP) construction management contract with AC Owen Construction, Inc. (ACO) for construction of a two bay addition to the warehouse at the Midwest City Police Fire Training**

Facility, in an amount not to exceed $428,811.00.

Sullivan addressed the Council. Favors made a motion to approve GMP, seconded by Bana. Voting Aye: Triger, Byrne, Melton, Thompson, Bana, Favors and Rice. Nay: none. Motion Carried.

6. **Discussion, consideration, and possible action of awarding the bid to and approving a contract with Hoey Construction Company, in the amount of $2,397,000.00 to furnish all materials, equipment, and tools, provide all necessary labor, and complete all construction necessary for the Mid-America Park, Phase 2, project and authorizing the City Manager to execute the contract.**

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

7. **Discussion, consideration, and possible action of approving a contract between the City of Midwest City, Midwest City Municipal Authority, and Allied Waste Systems, Inc., DBA Republic Services of Oklahoma City to provide citywide curbside recycling and industrial solid waste collection services and delegating to the City Manager the authority to execute the contract**.

Evenson addressed the council. Byrne made a motion to approve the contract, seconded by Bana. Voting Aye: Triger, Byrne, Melton, Thompson, Bana, Favors and Rice. Nay: none. Motion Carried.

NEW BUSINESS/PUBLIC DISCUSSION.

Andrea Kintzinger of 243 W Glenhaven addressed council concerning a music venue.

Brendan Bradford of 3605 Rosewood Dr addressed the council concerning flock cameras.

At 4:27 PM Byrne made a motion to recess, seconded by Bana. Voting Aye: Triger, Byrne, Melton, Thompson, Bana, Favors and Rice. Nay: none. Motion carried.

At 4:35 PM Byrne made a motion to reconvene, seconded by Thompson. Voting Aye: Triger, Byrne, Melton, Thompson, Bana, Favors and Rice. Nay: none. Motion carried.

EXECUTIVE SESSION.

1. **Discussion, consideration, and possible action to 1) entering into executive session, as allowed under Title 25 Section 307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action of the public body with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or**

proceeding in the public interest regarding review of litigated settlements, White Tort Claim; and 2) authorizing the City Manager to take action as appropriate based on discussion.

At 4:35 PM Byrne made a motion to enter Executive Session, seconded by Thompson. Voting Aye: Triger, Byrne, Melton, Thompson, Bana, Favors and Rice. Nay: none. Motion carried.

At 4:39 PM Bana returned to the council. Voting Aye: Triger, Byrne, Melton, Thompson, Bana, Favors and Rice. Nay: none. Motion carried.

At 5:09 PM Byrne made a motion to return to Open Session, seconded by Favors. Voting Aye: Triger, Byrne, Melton, Thompson, Bana, Favors and Rice. Nay: none. Motion carried.

Byrne made a motion to proceed as discussed, seconded by Bana. Voting Aye: Triger, Byrne, Melton, Thompson, Bana, Favors and Rice. Nay: none. Motion carried.

FURTHER INFORMATION.

1. (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.
2. Monthly Residential and Commercial Building Report for May 2026.
3. Review of the May 5, 2026 Planning Commission Meeting Minutes.
4. Review of the February 17, 2026 Board of Adjustment Minutes
5. Review of the March 17, 2026 Board of Adjustment Minutes
6. Monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager.
7. Review of the monthly report of the Delta Hotel at the Reed Center.
8. Review of the City Manager's Report for the month of May 2026.

ADJOURNMENT. There being no further business, Mayor Rice adjourned the meeting at 5:10 PM.

ATTEST:

_____
RICHARD R. RICE, Mayor

_____
SUSAN MULLENDORE, Acting City Clerk

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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: July 28, 2026

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2026-2027 increase: Grants, revenues/Intergovernmental (90) $3,000,000; expenditures/Transfer Out (90) $3,000,000; revenues/Intergovernmental (57) $3,200,000; expenditures/Transfers Out (57) $3,200,000. Capital Improvements, revenues/Transfer In (00) $3,200,000. Street Tax Fund, expenditures/Infrastructure (06) $15,000. Grants Housing Activities, revenues/Intergovernmental (37) $200,000; expenditures (37) $200,000. Grants, revenues/Intergovernmental (05) $117,820; revenues/Intergovernmental (09) $564,758; revenues/Intergovernmental (25) $62,500; revenues/Intergovernmental (41) $1,733,533; revenues/Intergovernmental (42) $175,279; revenues/Intergovernmental (43) $107,500; revenues/Intergovernmental (46) $3,807,906; revenues/Intergovernmental (57) $1,002,540; revenues/Intergovernmental (61) $155,901; revenues/Intergovernmental (62) $249,415; revenues/Transfers In (62) $1,552; revenues/Transfers In (62) $16,776; revenues/Intergovernmental (72) $250,943; expenditures/Transfers Out (05) $117,820; expenditures/Transfers Out (09) $564,758; expenditures/Transfers Out (25) $62,500; expenditures/Transfers Out (41) $1,733,533; expenditures/Transfers Out (42) $175,279; expenditures/Transfers Out (43) 107,500; expenditures/Transfers Out (46) $3,807,906; expenditures/Transfers Out (57) $1,002,540; expenditures/Transfers Out (61) $155,901; expenditures/Overtime (62) $210,564; expenditures/Social Security (62) $18,762; expenditures/Travel & Training (62) $11,447; expenditures/Small Tools & Equipment (62) $800; expenditures/Supplies (62) $497; expenditures/Contractual (62) $25,670; expenditures/Transfers Out (72) $250,943. General Gov Sales Tax, revenues/Transfers In (05) $117,820; revenues/Transfers In (09) $564,758. MWC Police Department, expenditures/Transfers Out (62) $16,776. MWC Police Impound Fees, expenditures/Transfers Out (62) $1,552. Interservice Fund, revenues/Transfers In (00) $62,500. Capital Improvements, revenues/Transfers In (00) $1,002,540.

The first and second supplements are needed to budget for Federal Railroad Administration Grant received. The third through fifth supplements are needed to budget for the SE 15th Street Drainage construction grant received. The sixth supplement is needed to budget for additional funds needed for Bomber Rail Trail Ph4 project. The seventh and eight supplements are needed to budget for the Homebuyer Assistance Grant roll forward of budget appropriations from FY 25/26 to FY 26/27. The ninth through forty-third supplements are needed to roll forward budget appropriations for Grants from FY 25/26 to FY 26/27.

Tiatia Cromar
Tiatia Cromar
Finance Director

SUPPLEMENTS

July 28, 2026

Fund GRANTS / VARIOUS (143)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
90	INTERGOVERNMENTAL (902406)	3,000,000			
90	TRANSFER OUT (425)			3,000,000	
		3,000,000	0	3,000,000	0

Explanation:

To budget for the Federal Railroad Administration Grant, part of the American Galss Rail Switch project. Funding to come from fund balance.

Fund GRANTS / VARIOUS (143)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
57	INTERGOVERMENTAL	3,200,000			
57	TRANSFERS OUT			3,200,000	
		3,200,000	0	3,200,000	0

Explanation:

To budget for SE 15th Street Drainage construction grant. Funding to come from fund balance.

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	TRANSFERS IN 143	3,200,000			
		3,200,000	0	0	0

Explanation:

To budget for SE 15th Street Drainage construction grant. Funding to come from fund balance.

SUPPLEMENTS

July 28, 2026

Fund STREET TAX FUND (065)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
06	INFRASTRUCTURE			15,000	
		0	0	15,000	0

Explanation:

To budget for additional funds needed for Bomber Rail Trail Phase 4 project. Funding to come from fund balance.

Fund GRANTS/HOUSING ACITIVITIES (142)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
37	Intergovernmental	200,000			
37	Housing			200,000	
		200,000	0	200,000	0

Explanation:

To roll forward remaining budget in Homebuyer Assistance Grant from prior fiscal year 25/26 to current fiscal year 26/27.

SUPPLEMENTS

July 28, 2026

Fund GRANTS/VARIOUS (143)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
05	INTERGOVERNMENTAL	117,820			
09	INTERGOVERNMENTAL	564,758			
25	INTERGOVERNMENTAL	62,500			
41	INTERGOVERNMENTAL	1,733,533			
42	INTERGOVERNMENTAL	175,279			
43	INTERGOVERNMENTAL	107,500			
46	INTERGOVERNMENTAL	3,807,906			
57	INTERGOVERNMENTAL	1,002,540			
61	INTERGOVERNMENTAL	155,901			
62	INTERGOVERNMENTAL	249,415			
62	TRANSFERS IN (037)	1,552			
62	TRANSFERS IN (020)	16,776			
72	INTERGOVERNMENTAL	250,943			
05	TRANSFERS OUT (143)			117,820	
09	TRANSFERS OUT (143)			564,758	
25	TRANSFERS OUT (143)			62,500	
41	TRANSFERS OUT (143)			1,733,533	
42	TRANSFERS OUT (143)			175,279	
43	TRANSFERS OUT (143)			107,500	
46	TRANSFERS OUT (143)			3,807,906	
57	TRANSFERS OUT (143)			1,002,540	
61	TRANSFERS OUT (143)			155,901	
62	OVERTIME			210,562	
62	SOCIAL SECURITY			18,762	
62	TRAVEL & TRAINING			11,447	
62	SMALL TOOLS & EQUIP			800	
62	SUPPLIES			497	
62	CONTRACTUAL			25,670	
72	TRANSFERS OUT (143)			250,943	
		8,246,423	0	8,246,418	0

Explanation:

To roll forward remaining prior fiscal year 25/26 balances of Grants Funds to current fiscal year 26/27.

SUPPLEMENTS

July 28, 2026

Fund GENERAL GOV SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
05	TRANSFERS IN (143)	117,820			
09	TRANSFERS IN (143)	564,758			
		682,578	0	0	0

Explanation:

To roll forward remaining prior fiscal year 25/26 balances of Grants Funds to current fiscal year 26/27.

Fund MWC POLICE DEPARTMENT (020)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
62	TRANSFERS OUT (143)			16,776	
		0	0	16,776	0

Explanation:

To roll forward remaining prior fiscal year 25/26 balances of Grants Funds to current fiscal year 26/27.

Fund MWC POLICE IMPOUND FEES (037)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
62	TRANSFERS OUT (143)			1,552	
		0	0	1,552	0

Explanation:

To roll forward remaining prior fiscal year 25/26 balances of Grants Funds to current fiscal year 26/27.

SUPPLEMENTS

July 28, 2026

Fund INTERSERVICE FUND (080)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	TRANSFERS IN (143)	62,500			
		62,500	0	0	0

Explanation:

To roll forward remaining prior fiscal year 25/26 balances of Grants Funds to current fiscal year 26/27.

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	TRANSFERS IN (143)	1,002,540			
		1,002,540	0	0	0

Explanation:

To roll forward remaining prior fiscal year 25/26 balances of Grants Funds to current fiscal year 26/27.

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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: July 28, 2026

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2025-2026 increase: Grants/Various, revenues/Intergovernmental (21) $79,600; expenditures/Transfer Out 070 (21) $79,600. Emergency Operations Fund, revenues/Transfer In 143 (00) $79,600. Grants/Housing Activities, expenditures/Home Buyers Assistance (37) $7500. General Fund, revenues/Transfers In 250 (00) $165,204; expenditures/Transfers Out 250 $165,204; expenditures/Transfer Out (00) $431,442; expenditures/Transfer Out (00) $348,837. Police Department, revenues/Transfer In (010) $431,442. Fire Department, revenues/Transfer In (010) $348,837. Park & Recreation, revenues/Transfer In (225) $5394. Hotel Motel Fund, expenditures/Transfer Out (87) $5394; expenditures/Transfer Out (87) $1326.

The first 3 supplements are needed to budget for a FEMA Department of Emergency Management grant that was received. The fourth supplement is needed to correct the budget for Home Buyer Assistance expenses. The fifth through thirteenth supplements are needed due to budget exceeding projections for fiscal year 2025-2026.

Tiatia Cromar
Tiatia Cromar
Finance Director

SUPPLEMENTS

July 28, 2026

Fund GRANTS /VARIOUS (143)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
21	INTERGOVERNMENTAL	79,600			
21	TRANSFER OUT (070)			79,600	
		79,600	0	79,600	0

Explanation:

To budget for the receipt of FEMA Dept of Emergency Management grant received for NG911 OMES project #S143. Funding in 143 from Grant, and transferred to Fund 070.

Fund EMERGENCY OPERATIONS FUND (070)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	TRANSFER IN (143)	79,600			
		79,600	0	0	0

Explanation:

To budget for the receipt of FEMA Dept of Emergency Management grant received for NG911 OMES project #S143. Funding in 143 from Grant, and transferred to Fund 070.

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	HOME BUYERS ASSISTANCE (372301)			7,500	
		0	0	7,500	0

Explanation:

To correct budget for Home Buyer's Assistance grant to $200,000 overall. Funding from grant received.

Fund GENERAL FUND (010)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	TRANSFERS IN (250)	165,204			
00	TRANSFERS OUT (250)			165,204	
		165,204		165,204	0

Explanation:

To budget for revenues and expenditure transfers that were higher than expected, to complete FY 26.

SUPPLEMENTS

July 28, 2026

Fund GENERAL (010)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	TRANSFERS OUT (020)			431,442	
00	TRANSFERS OUT (040)			348,837	
		0	0	780,279	0

Explanation:

To budget for revenues and expenditure transfers that were higher than expected, to complete FY 26. Funding to come from fund balance.

Fund MWC POLICE DEPARTMENT (020)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	TRANSFERS IN (010)	431,442			
		431,442	0	0	0

Explanation:

To budget for revenues and expenditure transfers that were higher than expected, to complete FY 26. Funding to come from fund balance.

Fund MWC FIRE DEPARTMENT (040)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	TRANSFERS IN (010)	348,837			
		348,837	0	0	0

Explanation:

To budget for revenues and expenditure transfers that were higher than expected, to complete FY 26. Funding to come from fund balance.

Fund PARK & RECREATION (123)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	TRANSFER IN (225)	5,394			
		5,394	0	0	0

Explanation:

To budget for revenues and expenditure transfers that were higher than expected, to complete FY 26. Funding to come from fund balance.

SUPPLEMENTS

July 28, 2026

Fund HOTEL MOTEL FUND (225)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
87	TRANSFERS OUT (123)			5,394	
87	TRANSFERS OUT (123)			1,326	
		0	0	6,720	0

Explanation:

To budget for revenues and expenditure transfers that were higher than expected, to complete FY 26. Funding to come from fund balance.

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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: July 28, 2026

SUBJECT: Discussion, consideration and possible action of approving a resolution for the City of Midwest City, Oklahoma to release unappropriated fund balances in the amount of $27,982,297 at the close of day June 30, 2026 to be made available for fiscal year 2026-2027; and amending the budgets for fiscal year 2026-2027 to include the released appropriations from the fiscal year 2025-2026 budgets as supplemental appropriations; and, effective July 1, 2026, renewing encumbrance commitments cancelled at the close of day June 30, 2026.

The Finance Department by policy has determined it to be in the best interest of the City and in its public welfare to expedite the availability of fund balances reserved for encumbered and unencumbered appropriations at the close of day June 30, 2026, rather than waiting until September 30, 2026. This process which is allowed by statute will provide for these amounts to be available for supplemental appropriation into fiscal year 2026-2027. It is the Finance Department's recommendation to lapse the encumbrances for fiscal year 2025-2026. The lapsed encumbrances are then to be renewed effective July 1, 2026 and funded through available fund balance.

Tiatia Cromar
Tiatia Cromar
Finance Director

Attachment: Proposed Resolution

MIDWEST CITY, OKLAHOMA
RESOLUTION NO. 2026-_____

A RESOLUTION APPROVING FOR THE CITY OF MIDWEST CITY, OKLAHOMA TO RELEASE UNAPPROPRIATED FUND BALANCES AT THE CLOSE OF DAY JUNE 30, 2026 TO BE MADE AVAILABLE FOR FISCAL YEAR 2026-2027; AND AMENDING THE BUDGETS FOR FISCAL YEAR 2026-2027 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2025-2026 BUDGETS AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2026, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2026.

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

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

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

WHEREAS, it is the City's intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2026 as payable from FY 2025-2026 appropriations, renew those same commitments effective July 1, 2026, and provide supplemental appropriations necessary for those renewed commitments to be charged against appropriations for the FY 2026-2027 fiscal year; and

WHEREAS, the City Council of the City of Midwest City has determined it in the best interests of the City and in its public welfare to expedite the availability of fund balances reserved for encumbered and unencumbered appropriations at the close of day June 30, 2026, rather than waiting until September 30, 2026, for these amounts to be available for supplemental appropriation into the current fiscal year;

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

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2026, formerly lawfully charged against and payable from FY 2025-2026 appropriations, are hereby cancelled and renewed effective July 1, 2026, to be charged against and payable from additional FY 2026-2027 fiscal year appropriations to be provided through supplemental appropriation on July 1, 2026.

SECTION 2. Any remaining unexpended appropriations within each fund at the close of day June 30, 2026, are considered lapsed, no longer a credit for that fiscal year, and are released. Those released appropriations from FY 2025-2026 shall be and are hereby deemed supplemental appropriations for the 2026-2027 fiscal year effective July 1, 2026. The FY 2026-2027 budgets are hereby amended to reflect the inclusion of those supplemental appropriations.

GENERAL FUND (010):		
Departments-Divisions:		
Human Resources (010-0310)	$	2,983
City Attorney (010-0410)	$	160
Community Development (010-0510)	$	96,074
Park & Recreation (010-0610)	$	12,418
Finance (010-0810)	$	569
Street/Parks (010-0910)	$	34,766
Animal Welfare (010-1010)	$	6,262
Municipal Court (010-1210)	$	3,345
Neighborhood Services (010-1510/1530)	$	9,400
Information Technology (010-1610)	$	33,418
Emergency Management (010-1810)	$	1,192
Communications (010-2010)	$	6,267
Senior Center (010-5500)	$	8,601
TOTAL GENERAL FUND		215,455

POLICE FUND (020)		
POLICE FUND (020-62/10-20)	$	124,554.

FIRE FUND (040)		
Fire Fund (040-64/10-20)	$	27,301

SPECIAL REVENUE:		
General Government Sales Tax (009)		
City Manager (009-0110)	$	195,477
Community Development (009-0510)	$	1,351,807
Park & Recreation (009-0610)	$	189,950
Finance (009-0810)	$	36
Street Dept (009-0910)	$	885,163
General Government (009-1410)	$	2,013,682
Neighborhood Services (009-1510)	$	3,571
Information Technology (009-1610)	$	227,573
Swimming Pools (009-1910)	$	17,758
Senior Center (009-5500)	$	710,722
Streets & Alley (013-0910)	$	1,065,643
Technology (014-1415)	$	593,192

Reimbursed Projects (016)		
General Government (016-1410)	$	**18,724**
MWC Parks (016-2315)	$	**265,000**
Public Works (016-3010)	$	**25,051**
Fire Department (016-6410)	$	**22**
Police Special Projects – Seizures (030-6200)	$	**69**
Police Jail (036-6230)	$	**2,335**
Police Impound Fees (037-6210)	$	**2,430**
Emergency Operations (070-2100)	$	**209,137**
Activity (115)		
Recreation (115-7810)	$	**11,752**
Pavilions (115-7813)	$	**12,568**
Misc Programs (115-7815)	$	**8**
Tree Board	$	**3000**
Parks and Recreation (123)		
Park and Recreation (123-0610)	$	**2,015,533**
Swimming Pools (123-1910)	$	**3,272**
Communications (123-2010)	$	**8,372**
Parks (123-2310)	$	**600,000**
CDBG (141-39/01-99)	$	**60,218**
Grants/Housing Activities (142-37/10-30)	$	**1,072**
Grants/Various (143)	$	**4,339**
Urban Renewal (201-9310)	$	**2,343,714**
Animals Best Friends (220-1000)	$	**99,960**
Disaster Relief (310)		
Neighborhood Services (310-1510)	$	**3,800**
Disaster Relief (310-8810)	$	**116,155**
TOTAL SPECIAL REVENUE	**$**	**13,061,105**

CAPITAL PROJECTS:		
Police Capitalization (021-62/10-99)	$	**1,801,724**
Fire Capitalization (041-64/10-99)	$	**890,821**
Dedicated Tax (065)		
Park & Recreation (065-0610)	$	**1,187,182**
MWC Parks (065-2310)	$	**481,680**
Streets (065-6600)	$	**79,543**
Economic Dev (065-8710)	$	**76,383**
Capital Improvements (157-5700)	$	**5,952,549**
2018 Election GO Bonds (270)		
Recreation (270-0610)	$	**165**
General Government (270-1410)	$	**1,971,910**
2022 G. O. Bonds (272)		
Fire Department (272-6410)	$	**645,646**
TOTAL CAPITAL PROJECTS	**$**	**13,087,603**

INTERNAL SERVICE:		
Public Works Administration (075-3010)	**$**	**693,303**

Fleet Maintenance (080)	**$**	**763,849**
Surplus Property (081-2610)	**$**	**1,701**
Risk Management (202-29/10-62)	**$**	**627**
Workers Comp (204-29/10-62)	**$**	**197**
L & H Benefits (240-0310)	$	**6,602**
TOTAL INTERNAL SERVICE	**$**	**1,466,279**

PASSED AND APPROVED by the mayor and council of the City of Midwest City, Oklahoma, this 28th day of July, 2026.

CITY OF MIDWEST CITY, OKLAHOMA

_____
RICHARD R RICE, MAYOR

ATTEST:

_____
SARA HANCOCK, City Clerk

APPROVED as to form and legality
this 28th day of July, 2026.

_____
DONALD MAISCH, City Attorney

Director of Operations, Ryan Rushing
100 N. Midwest Boulevard
Midwest City, OK 73110
RRushing@midwestcityok.org
Office: 405.739.1205
www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Ryan Rushing
Director of Operations
Staff Liaison to the Midwest City Historical Society

RE: Discussion, consideration and possible action of approving the appointment of Ms. Espaniola "Espy" Bowen to the Midwest City Historical Society, for a three (3) year term, representing Ward 3. (R. Rushing – Director of Operations).

Date: July 28, 2026

In accordance with Resolution 2023-21, adopted by the City Council on July 25., 2025, Ward 3 City Council Member Raymond Melton would like to nominate Espaniola "Espy" Bowen as the Ward 3 representative to the Midwest City Historical Society. In accordance with the Resolution, there are seven (7) members to the Midwest City Historical Society, one (1) from each Ward and one by the Mayor. All members are nominated by the City Council Member for the Ward and appointed by the City Council. The terms are for three (3) years.

The current members of the Midwest City Historical Society are (with expiration dates):

Mayor – Cindy Mikeman – 01/12/2027
Ward 1 – Vacant
Ward 2 – Bob Osmond – 02/01/2028
Ward 3 – Vacant
Ward 4 – Malana Bracht – 01/13/2026
Ward 5 – Avis Bonner – 08/18/2026
Ward 6 – Lori Williams – 02/01/2028

Appointment is at the discretion of the City Council.

Respectfully submitted,

Ryan Rushing
Director of Operations



Ms. Espaniola “Espy” Bowen, MCJA, M.Ed.:

Ms. Bowen was born in Crockett, Texas and grew up in N E Oklahoma City, she attended Northeast High School. She received her, associate degree from Rose State College, a Bachelor of Science & a Bachelor of Art from Oklahoma City University, Master’s in criminal justice administration, & Master’s in Education, Oklahoma City University. Ms. Bowen has been a longtime resident of Midwest City for over 41 years.

She is a mother of two daughters (Santricia L. Hall (deceased) and MSGT. Fumiko M. Jenkins. Son-in-law (Kristen Jenkins), stepdaughters, Melanie Newman, Ashley Hall, Alesha Hall, and Stepson Tyrese Hall. Grandchildren, Kamden Jenkins, Lennox Jenkins, Christopher Marshall, Jayden Newman, and Jaylen Hall.

Ms. Bowen now retired, was employed with the State Department of Health for over 27 ½ years in the Protective Health Services Division, as Director over The Health Resources Development Services. Ms. Bowen has been a member of the Church of The Living God P.G.T. since 2005.

Ms. Bowen served on the Midwest City Council for Ward #3 for 4 years, the Citizen’s Advisory Board for MWC for over 19 years, and President of Omni Neighborhood Association for over 29 years.

Ms. Bowen has also served on many boards and Committee to name a few, the Continuum of Care for the Homeless board, Midwest City Millennium Board, Central Oklahoma Alliance for Community Health, The Marcella Guthrie Scholarship Board, The Central Oklahoma Master Conservancy District Board, The Make a Will and Financial Planning Group, that has served over 700 constituents with free wills, Trust and Financial Planning. Also, in 1998 she wrote her very first grant and built a neighborhood park in her community.

Ms. Bowen has received several awards to name a few, the Prestigious Civil Rights leader, Clara Luper Community Service Award on January 16th, 2023, for outstanding work and service in the community. On February 26th, she was one of several recipients to receive the Dr. John A. Reed, Jr. Spirit of the community award along with a proclamation from Representative Jason Lowe and the Oklahoma House of Representative, On May 13, 2023.

Ms. Bowen received the Legacy of Excellence Award from the Delta Sigma Theta Inc. of Oklahoma, July 28, 2023, Ms. Bowen received First "A Salute to the Faithful Saint of Caesar's House Award at the National Holy Convocation. And on February 25, 2025, she received an award for community service from the Midwest City Council and the Oklahoma Municipal League. On June 5, 2025 She was one of the community leaders who received the Jonell Smith Civic Award of Honor.

Ms. Bowen states that faith, family, and community, is what she believes in and knows it is her calling from up above. She doesn't take any of recognition lightly and is very humbled and blessed to be able to serve in her church and community.

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

To:	Honorable Mayor and Council
From:	Matt Summers, Community Development Director
Date:	July 28, 2026
Subject:	Discussion, consideration, and possible action to reappoint Zach Watts, James Smith, Rick Dawkins, and Marcus Hayes to the Planning Commission for a three-year term to expire August 28, 2029.

The terms of Zach Watts, James Smith, Rick Dawkins, and Marcus Hayes are set to expire on August 26, 2026, and they wish to be considered for reappointment. If reappointed, their terms would expire August 28, 2029

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. Mayor Rice has nominated Mr. Watts, Mr. Smith, Mr. Dawkins, and Mr. Hayes for reappointment.

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

- Zach Watts: 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)
- Marcus Hayes: Ward 5 (current term expires: August 26, 2026)
- Jack Fry: Ward 6 (current term expires: January 23, 2027)

Action is at the discretion of the City Council.

Matt Summers, AICP
Community Development Director

Zach Watts

My name is Zach Watts, my wife, Holly and I have lived in MWC since 2016. We have 4 children and like to stay active in youth sports, our church and taking RV trips.

I have served on the MWC Community Police Board, CA Titan Youth Football board, and I serve as the President of our neighborhood association. I enjoy serving in our community in both volunteer boards and youth sports.

I attended Oklahoma Baptist University, where I obtained a BA in Political Science. Following undergrad I attended Concord Law School, for my JD. I am currently an HO/ALJ for the Employment Security Commission.

I have a natural passion to serve through community engagement. Along with prior service on the community police board, and current role on the MCMHA grants board, I believe the Planning Commission is a great opportunity to help make a positive impact on this city and those who live here. I look forward to serving and helping to foster healthy growth and community development for MWC.

James E. Smith

Born Lake Arthur, New Mexico 1 May 1941. Family moved to Arkansas in December, 1949. Graduated Rogers High School, Rogers Arkansas, 1959. Attended University of Arkansas, graduating In 1963 with a degree in General Business.

Hired by Tinker Air Force Base, Procurement Directorate August 1963. Worked 6 weeks, was drafted in to the Army, 3 Oct, 1963. After basic, was sent to Fort Sill as a mail clerk. However, the Postal Unit had moved somewhere else 6 months earlier. I was placed in the section that made ID cards. Worked there until I was released in 1965, attained the rank of SP5. Returned to Tinker in October1965, retiring in 2004 with 40 years of service.

Moved into Midwest City in 1963, and again in 1965. Have been a resident ever since. I have been a member of the Holoway Park Neighborhood Association for about 20 years, serving as Vice President for over 10 years.

I have been a member of Wickline United Methodist Church since 1993, teaching Sunday School for about 15 years prior to Covid, and teaching part time since January 2025. I am also a member of the Wickline Security team and of our senior group, NOAH (Not Old At Heart)where I am the chairman of their planning committee. I also am a Tutor for the Wickline Whiz Kids since 2013.

I also volunteer for Literacy Link Inc at the MWC Library, starting as a Tutor about 2005, moving to Tutor Trainer in 2012 and also becoming Treasurer in 2013.

I was married for 54 years to my wife Jonell, becoming a widower November 2024. I have 4 children, 9 grandchildren, and 18 greatgrandchildren.

A graduate of Carl Albert High School (Class of 1970), I proudly served in the USAF Reserve from 1970 to 1976. I earned a Bachelor of Science in Education from Central State University in 1976 and a Master of Education Administration from Central State University in 1984.

My career in education spanned 35 years with Mid-Del Schools, including 19 years as a school administrator. Following my retirement from education, I managed Dawkins Insurance Agency for 17 years until the business was sold.

In 2000, Mayor Eddie Reed appointed me to the Planning Commission. I served on the Commission until my election to the City Council in 2010 and was re-elected in 2014. After my City Council term concluded, Mayor Matt Dukes appointed me to the Planning Commission. I was later called back to the City Council by Mayor Dukes to complete the remainder of Megan Bain's term. Following the election of the new Ward 3 Council Member, I resumed my service on the Planning Commission.

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 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 Members

FROM: Tim Lyon, City Manager

DATE: July 28, 2026

SUBJECT: Discussion, consideration, and possible action of passing a resolution to cast a vote for Ryan Rushing to represent the City of Midwest City as a trustee of the Oklahoma Municipal Retirement Fund (OKRMF) to fill the expiring term of the trustee representing District 6 for a five-year term beginning October 1, 2026 through October 1, 2031. (City Manager – T. Lyon)

The Resolution and Bios are attached.

Regards,

Tim L. Lyon

Tim Lyon
City Manager

OkMRF™
OKLAHOMA MUNICIPAL RETIREMENT FUND

2026 ELECTION OF DISTRICT 6 TRUSTEE
OKLAHOMA MUNICIPAL RETIREMENT FUND ("OkMRF")

The governing body of each OkMRF Member is entitled to cast by resolution one (1) vote for the office of District 6 Trustee. The resolution (enclosed) must be returned and received no later than **August 30, 2026**. Please note: **Resolutions should be signed with a seal affixed to the ballot. Any resolutions unsigned or not received in the OkMRF offices by the deadline will not be valid. To ensure your ballot has been received in the OkMRF office, please call 1-888-394-6673, Ext 100 for confirmation.**

CAST YOUR VOTE FOR ONE (1) OF THE FOLLOWING NOMINEES ON THE ENCLOSED RESOLUTION:

Kamie Brookshire

- Kamie Brookshire is a seasoned professional with over fifteen (15) years of experience in Human Resources.
- Mrs. Brookshire currently serves as the Director of Human Resources for the City of El Reno.
- Mrs. Brookshire has a strong background in both the public and private sectors.
- Mrs. Brookshire brings a wealth of knowledge and expertise to her role.
- She served as the Director of Human Resources for the City of Chickasha for two and one-half (2.5) years.
- She has also held various Human Resource roles in the private sector for five (5) years.
- Mrs. Brookshire is a certified Senior Professional in Human Resources.
- She demonstrates her commitment to excellence and ongoing professional development.
- Mrs. Brookshire is dedicated to serving the employees and community of El Reno.
- Mrs. Brookshire holds a Master of Science in Management from Southern Nazarene University.
- She also holds a Bachelor of Science in Management from Southwestern Oklahoma State University.
- Outside of her professional accomplishments, Kamie finds inspiration in her family.
- Kamie is married with two (2) children.
- Mrs. Brookshire shows integrity, compassion, and a focus on fostering a positive work environment for all.

Timothy Rooney

- Tim Rooney holds a Bachelor of Arts degree in Regional Planning from Mansfield University of Pennsylvania.
- He obtained his MBA from Southern Nazarene University.
- Mr. Rooney has served as the City Manager for the City of Mustang since August of 2013.
- Mr. Rooney has served on the Oklahoma Municipal Retirement Fund (OkMRF) Board of Trustees since 2016. He is extremely interested in continuing to serve on the Board and believes he brings an interesting perspective.
- He serves as the Chairman of the Contract Committee of the OkMRF Board of Trustees.
- He has over thirty-seven (37) years of municipal government experience with thirty (30) of those years in the State of Oklahoma.
- Mr. Rooney is an active member of the City Managers Association of Oklahoma (CMAO) and has served twice as President of that organization.
- Mr. Rooney is a current member of the Board of Directors of the Oklahoma Municipal Management Services (OMMS) and has previously served as their President.
- He is a member of the Oklahoma Municipal League (OML) Legislative Committee.
- He is an active member of the Mustang Kiwanis Club.

BIOS Continued on back

Timothy Rooney, continued

- Mr. Rooney was honored in 2016 as the recipient of CMAO's Gerald Wilkins City Manager of the Year Award.
- He belongs to the Mustang Masonic Lodge #407.
- Mr. Rooney is a current member of the Board of Directors for Canadian County Youth and Family Services and has previously served as their President.
- He currently serves on the Board of Directors for Civic-Pride, a national non-profit organization committed to promoting diversity and inclusion in local government management.
- Mr. Rooney has a passion for public service and helping others.
- In 2017, he received his Certificate of Achievement in Public Plan Policy.
- Tim is committed to ensuring employee and municipal contributions are both invested and protected to achieve positive outcomes for everyone.

Ryan Rushing

- Ryan Rushing has served Midwest City since April 1999 and has more than twenty-seven (27) years of municipal service. His career progression includes Computer Technician, Network Administrator, IT Supervisor, IT Director, and Director of Operations.
- Mr. Rushing currently serves as Director of Operations in the City Manager's Office, a position he has held for (six) 6 years. He has served on the City Manager's budget team for the same timeframe and has participated in the review and development of City and Trust budgets ranging from approximately $200 million to $220 million annually.
- Mr. Rushing serves on the Fiduciary Committee overseeing the investments of the City's 457 Deferred Compensation retirement plan and also serves on the Oversight Committee for the investment activities of the Midwest City Hospital Authority, a public trust that manages approximately $140 million in assets.
- Mr. Rushing holds a Bachelor of Business Administration (BBA) from the University of Central Oklahoma and a Master of Business Administration (MBA) from Oklahoma Christian University.
- His areas of responsibility have included Information Technology/Geographic Information Systems, Communications and Marketing, Grants Management, 911 Communications/Emergency Management, City Clerk/Utility Billing, Finance, Municipal Court/Juvenile Probation, Code Enforcement/Neighborhood Services, Animal Welfare, Golf Operations, Delta Hotel/Reed Conference Center, and the Fire Department.
- Mr. Rushing was a member of the first Oklahoma Municipal League (OML) Community Leadership Development Class, a statewide leadership program for municipal and community leaders.
- Mr. Rushing has presented on various municipal government technology topics at the Oklahoma Municipal Clerks, Treasurers and Finance Officials Association (OMCTFOA) Conference and the Oklahoma Municipal Clerks and Treasurers Institute and Academy.
- He serves on the Advisory Committees for the cybersecurity programs at Mid-Del Technology Center and Rose State College.
- Mr. Rushing serves at his church as Chairman of the Finance Committee, Co-Chair of the HR Committee, teaches a Young Married Couples Sunday School class, and previously served as Co-Chair of the Pastor Search Committee.
- Ryan and his wife, Tori, have been married for twenty-one (21) years and have four (4) wonderful children.
- Mr. Rushing serves at his church as Chairman of the Finance Committee, Co-Chair of the HR Committee, teaches a Young Married Couples Sunday School class, and previously served as Co-Chair of the Pastor Search Committee.
- Ryan and his wife, Tori, have been married for twenty-one (21) years and have four (4) wonderful children.

RESOLUTION NO. _____

OFFICIAL BALLOT

A RESOLUTION OF The City of Midwest City **(employer name) CASTING A VOTE FOR TRUSTEE OF THE OKLAHOMA MUNICIPAL RETIREMENT FUND (OkMRF) TO FILL THE EXPIRING TERM OF TRUSTEE REPRESENTING DISTRICT 6.**

WHEREAS, The City of Midwest City, participates in the OkMRF and is eligible to cast one vote for the Trustee office of the OkMRF Board to fill the expiring term for District 6 Trustee; and

WHEREAS, no vote can be split or cast in any fraction or part of the whole; and

WHEREAS, the Authorized Agent indicates the results of our vote on the ballot and returns this ballot to the Trust Administrator between July 20, 2026, and August 30, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Mayor/Chair and City Council/Board, of the participating employer The City of Midwest City, that its vote for the Trustee shall be cast for the following nominee (fill in name of nominee):

1. _____
   District 6 Trustee

*****END*****

The undersigned hereby certify that the foregoing Resolution was duly adopted and approved by the Mayor/Chair and City Council/Board of the participating employer of _____ on the _____day of _____, _____.

_____
Mayor/Chair

Attest (Seal):

_____
City Clerk/Secretary/Authorized Agent

TO ENSURE DELIVERY, PLEASE CALL 1-888-394-6673 EXT. 100

MAIL RESOLUTION TO:
OKLAHOMA MUNICIPAL RETIREMENT FUND
1001 NW 63RD STREET, SUITE 260
OKLAHOMA CITY, OK 73116

911 Communications Center
100 N Midwest Blvd
Midwest City, OK. 73110
Office: 405-869-8640

TO: Honorable Mayor and Council

FROM: Teresa Coplen, 911 Coordinator

DATE: July 28, 2026

SUBJECT: Discussion, consideration and possible action of approving an amendment of Public Safety Answering Point Agreement with SSM Health-St. Anthony Hospital- Midwest to continue to provide dispatching services for SSM Health-St. Anthony Hospital- Midwest Ambulance Service from July 1, 2026 through June 30, 2027. (Emergency Management – T. Coplen)

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

Set to renew on July 1, 2026, the agreement extends until June 30, 2027, with options for further renewal upon mutual agreement. The City assumes responsibility for staffing and managing the PSAP 24/7, while the Hospital manages the Ambulance Service personnel. Both parties may also enter Mutual Aid agreements to augment their services, which do not affect the primary terms of this agreement.

Financial commitments include the Hospital's annual contribution of $465,776.00 which reflects an increase of $45,002 from FY 2025 - 2026, payable in monthly installments. This increase is intended to help offset the costs associated with implementing ProQA by Priority Dispatch, an emergency dispatch decision support software. The enhanced contribution reflects a shared commitment to strengthening emergency services for the residents of Midwest City.

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

Pursuant to Paragraph six (6) of the Agreement between SSM Health – St. Anthony Hospital - Midwest and the City of Midwest City, the Agreement is hereby renewed for another year commencing on July 1, 2026 and ending on June 30, 2027.

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

5. Consideration. The Hospital agrees, in addition of the provision of ambulance services within Midwest City, to fund the PSAP in the annual amount of $465,776.00. This amount shall be divided into monthly payments as follows: twelve (12) payments of $38,814.67. Each payment shall be due on the fifteenth (15th) of each month following the receipt of the preceding month's PSAP services. The Hospital's payment obligation shall be prorated accordingly if this agreement terminates prior to the expiration of this renewal term. If the City incurs any additional expenses in the operation of the PSAP / Dispatch Center pertaining to ambulance service, the City will forward any invoice to the Hospital and the parties may negotiate any reimbursement.

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

_____
Stacy Coleman. President

Date:_____

For City of Midwest City:

_____
Rick Rice, Mayor

Date:_____

_____
Sara Hancock, City Clerk

Approved as to form and legality:

_____
Donald D. Maisch, City Attorney

Greg Wipfli
Chief of Police
Midwest City Police Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1323
Fax 405.739.1398

Memorandum

TO: Honorable Mayor and City Council

FROM: Greg Wipfli, Chief of Police

DATE: July 28, 2026

RE: Discussion, consideration and possible action for approving of a Professional Servies Agreement for 2026-27 in the amount of $120,000 with Anchored Hope Family Services LLC for Licensed Mental Health Services.

_

The attached agreement between Midwest City and Anchored Hope Family Services LLC (AHFS) will provide a Licensed Mental Health Professional and services for the MWCPD Crisis Intervention and Response Team.

AHFS agrees to maintain and support the goals of the Crisis Intervention and Response Team to improve outcomes and reduce the number of crisis incidents through a coordinated team approach consisting of trained law enforcement officers and a licensed mental health professional.

AHFS agrees to ride along with MWCPD officers and respond to mental health calls as they arise. In addition to responding to calls, the Contractor will evaluate individuals in crisis and provide referrals and follow-up services.

AHFS agrees to assist the Crisis Intervention and Response Team with providing targeted outreach, mental health assessments, resources, and training at area schools for both students and staff.

AHFS agrees to provide mental health and wellness services to City employees in accordance with the City's current Employee Assistance Program (EAP) guidelines.

Greg Wipfli – Chief of Police

gwipfli@midwestcityok.org

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ANCHORED HOPE FAMILY SERVICES, LLC,
And
THE CITY OF MIDWEST CITY

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

WITNESSETH:

WHEREAS, **City** is in need of the following professional services field assessments for inpatient treatment with mental health consumers, also provide therapy for police department and city employees as needed; and

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

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

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

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

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

1. Services, Products, Solutions and Deliverables

Subject to the terms and conditions of this Agreement, the City retains the Service Provider as an independent contractor, to provide **City** all services, in accordance with the standards exercised by experts in the field, necessary to provide the City services, products,

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

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

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

c) If there is a conflict in language, terms, conditions, or provisions, in this Agreement

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

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

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

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

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

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

3. CONSIDERATION

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

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

C. **Service Provider** will submit an invoice every other Thursday to Bradey, beginning **July 9**. These invoices will be processed and paid during the following week's check run. Her first payment will be prorated for services provided from **July 1 through July 9**.

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

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

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

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

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

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

5. TERM, TERMINATION AND STOP WORK

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

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

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

2. Upon payment for products or services fully performed and accepted, **Service Provider** shall deliver to the **City** all licenses, work, products, deliverables, solutions, communication recommendations, plans, messaging strategies, style guides, design elements, internal and external messaging campaigns, documents, data analysis, reports, and other information and materials accumulated or created in performing this **Agreement**, whether same

are complete or incomplete, unless the notice directs otherwise. Upon termination for the *convenience* by the **City**, the **City** shall pay **Service Provider** for completed Projects and Deliverables up to the time of the notice of termination for *convenience*, in accordance with the terms, limits and conditions of the **Agreement** and as further limited by the "not to exceed" amounts set out in this **Agreement**.

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

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

C. Upon notice to **Service Provider**, the **City** may issue a stop work order suspending any Projects, services, performances, work, products, Deliverables, or solutions under this **Agreement**. Any stop work order shall not terminate or suspend any warranty, indemnification, insurance, or confidentiality required to be provided by **Service Provider** under this **Agreement**.

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

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

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

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

6. WARRANTIES

A. **Service Provider** warrants that the Projects performed and Deliverables provided under this **Agreement** shall be performed consistent with generally prevailing professional standards and expertise. **Service Provider** shall maintain during the course of this **Agreement** said standard of care, expertise, skill, diligence and professional competency for any and all such services, products, solutions and deliverables. **Service Provider** agrees to require all

members of the **Service Provider's Team,** also including FTEs assigned to work on the Project, to provide any and all services, products, solutions and Deliverables at said same standard of care, expertise, skill, diligence and professional competence required of **Service Provider**.

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

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

7. INSURANCE

A. **Service Provider** must provide and maintain at all times throughout the term of this **Agreement**, and any renewal hereof, such ***commercial general insurance with a limit of $1,000,000 per occurrence for bodily injury and property damage and $3,000,000 general aggregate*** protecting the **City** from claims for bodily injury ***(including death) and*** or property

damage arising out of or resulting from the **Service Provider,** and its employees, use and occupancy of the premises and the activities conducted thereon . The insurance coverage required in this paragraph must include the **City** as additional insureds as their interest may appear under this **Agreement** under the policy or policies.

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

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

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

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

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

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

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

8. INDEMNIFICATION

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

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

9. CONFIDENTIALITY

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

data and technology. **Service Provider** agrees that during the time period this **Agreement** is in effect, and thereafter, neither **Service Provider** nor **Service Provider's Team**, without the prior written consent of the **City**, shall disclose to any person, other than to the **City**, any information obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

10. NOTICES

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

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

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

Anchored Hope Family Services, LLC
c/o Nicole Lung, LPC
6733 SE 84th St.
Oklahoma City, OK 73135

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

11. ABIDES BY LAW

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

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

12. ASSIGNMENT AND SUBLEASE

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

13. COMPLETE AGREEMENT AND AMENDMENT

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

14. TIME OF ESSENCE

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

15. MULTIPLE ORIGINALS

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

16. ANTI-COLLUSION

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

17. BREACH AND DEFAULT

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

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

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

18. THIRD PARTY BENEFICIARIES

All parties expressly agree that no third-party beneficiaries, expressly or implicitly, are intended to be or shall be created or acknowledged by this **Agreement**. This **Agreement** is solely

for the benefit of the **Service Provider** and the **City**, and none of the provisions hereof are intended to benefit any third parties.

19. VENUE AND CHOICE OF LAW

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

20. DISPUTE RESOLUTION

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

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

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

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

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

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

The **Parties** shall make good faith attempts to negotiate a settlement between their appointed representatives. If the **Parties** are unable to settle the dispute themselves, the **Parties** shall be required to mediate the dispute, with the **Parties** equally sharing in the cost of said mediation.

Mediation shall last at least six (6) hours and be attempted before any litigation shall be filed.

21. VALIDITY

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

22. NO WAIVER

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

23. NO EXTRA WORK

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

24. AMENDMENT

This **Agreement** may be amended by mutual agreement of the **Parties,** in writing and signed by both **Parties**. The **City** hereby delegates to the City Manager all amendments to this **Agreement** for approval and execution**,** unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

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

Service Provider: **Anchored Hope Family Services**

By: _____

Name: Nicole Lung, LPC

Title: Owner

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ANCHORED HOPE FAMILY SERVICES, LLC,
And
THE CITY OF MIDWEST CITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2026.

THE CITY OF MIDWEST CITY

_____
MAYOR

_____
SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

_____
DONALD D. MAISCH, CITY ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ANCHORED HOPE FAMILY SERVICES, LLC,
And
THE CITY OF MIDWEST CITY

Attachment "A"
Scope of Work

1. For the duration of this agreement, Contractor shall provide Licensed Mental Health Professional services as a member of the MWCPD Crisis Intervention and Response Team.
2. Contractor agrees to maintain and support the goals of the Crisis Intervention and Response Team to improve outcomes and reduce the number of crisis incidents through a coordinated team approach consisting of trained law enforcement officers and a licensed mental health professional.
3. As a member of the MWCPD Crisis Intervention and Response Team, Contractor agrees to ride along with MWCPD officers and respond to mental health calls as they arise. In addition to responding to calls, the Contractor will evaluate individuals in crisis and provide referrals and follow-up services.
4. Contractor also agrees to assist the Crisis Intervention and Response Team with providing targeted outreach, mental health assessments, resources, and training at area schools for both students and staff.
5. Contractor agrees to provide mental health and wellness services to City employees in accordance with the City's current Employee Assistance Program (EAP) guidelines.

Attachment "B"

Schedule of Fees / Rate Card

1. Contractor shall coordinate schedules with the Program Director of the Crisis Intervention and Response Team. The City agrees to pay the Contractor $60 per hour for services rendered, not to exceed 90 hours per pay period, for the duration of this agreement.
2. Contractor will submit invoices detailing the hours worked, number of clients served, and types of services provided to the City of Midwest City, 100 N. Midwest Blvd., Midwest City, OK 73110, for payment.
3. For the duration of this agreement, Contractor shall be considered an independent contractor. As such, no benefits of City employment, including medical insurance, vacation leave, sick leave, mileage reimbursement, retirement benefits, or any other benefits provided to City employees, shall be extended to Contractor.

Attachment "C"

Service Provider's Team

1. The Services shall be performed personally by the Service Provider. The Service Provider shall not delegate or subcontract any portion of the Services without the City's prior written consent. If such consent is granted, any approved subcontractor or assistant shall be deemed part of the Service Provider's Team, and the Service Provider shall remain fully responsible for their work and compliance with this Agreement.

Attachment "D"

Insurance

See next page

Insurer: Philadelphia Indemnity Insurance Company
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
NAIC #: 18058

Contact: CPH Insurance, 800-875-1911, info@cphins.com

Certificate of Liability Insurance

Date issued: 06/30/2026

Named Insured:

Nicole L Lung
6733 Southeast 84th Street,
Oklahoma City, OK 73135

Policy #: AR281411
Policy Term: 07/07/2026 - 07/07/2027
Occupation: Licensed Professional Counselor

Professional Liability: Portable Coverage, not location specific

Coverage Type (Occurrence Form)	Limits of Liability (Per Claim/Total Per Year)
Professional Liability	$1,000,000/$3,000,000
Supplemental Liability	$1,000,000/$3,000,000
Licensing Board Defense	$35,000
Commercial General Liability	N/A
Fire/Water Legal Liability	N/A
Business Personal Property	N/A
Sexual Abuse/Molestation Defense	Defense Coverage *(for false allegations)*

Certificate Holder

City of Midwest City
Donald Maisch
100 N Midwest Blvd
Midwest City, OK 73110

[X] *Certificate holder added as Additional Insured*

Notice of Cancellation will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation

C. Philip Hoston

Authorized Representative

Disclaimer: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer, authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

PI-PHCP-09 (3-01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

GENERAL PURPOSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY POLICY

This information is completed only when this endorsement is issued subsequent to preparation of the policy:

POLICY CHANGES ARE INDICATED BY AN "X":

[ ] NAMED INSURED amended to read as shown below.

[ ] Address of NAMED INSURED is amended to read as shown below .

[ ] Policy Period amended to read as shown below.

[ ] Limit(s) of Liability is/are amended to read as shown below.

[ ] Deductible is amended as shown below.

[X] Premium is amended as shown below.

[ ] Retroactive Date is amended as shown below.

[X] Endorsement(s) is/are amended as shown below

In consideration of the premium paid, it is hereby understood and agreed that the following endorsement is added to the policy:

Endorsement change(s):
Additional Insured coverage is added per form(s) PI-PHCP-05 (03/01).

Added Additional Insured(s):

- City of Midwest City

Policy Change(s) effective as of date shown below.

All other terms and conditions of this Policy remain unchanged.

Policy #: AR281411
Effective on or after: 07/07/2026
Issued to: Nicole L Lung
Expiration date: 07/07/2027

Endorsement #: 1
Additional Premium: $12.00

PI-PHCP-05 (03/01)

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured Endorsement

This endorsement modifies insurance provided under the following:

ALLIED HEALTHCARE PROVIDERS PROFESSIONAL AND SUPPLEMENTAL LIABILITY INSURANCE POLICY

In consideration of the premium paid, this policy is amended as follows:

City of Midwest City is hereby added as an Additional Insured, solely for **Damages** arising out of a **Professional Incident** covered under this policy. The **Professional Incident** must arise out of services provided by the **Insured**, under contract with **City of Midwest City**.

Additional Insured Name and Mailing Address:
City of Midwest City
Donald Maisch
100 N Midwest Blvd
Midwest City, OK, 73110

All other terms and conditions of this policy remain unchanged.

Policy #: AR281411
Effective on or after: 07/07/2026
Issued to: Nicole L Lung
Expiration date: 07/07/2027

Grants Management
100 N. Midwest Boulevard
Midwest City, OK 73110
405.739.1216

TO: Honorable Mayor and City Council

FROM: Ashley Stephenson, CDBG Planning Assistant

DATE: July 28, 2026

RE: Discussion, consideration, and possible action of 1) the approval of and entering into the HOME Investment Partnerships Program (HOME) grant contract 2025 HOME 1768 between the City of Midwest City and Oklahoma Housing Finance Agency (OHFA) in the amount of $200,000 for down payment and closing cost assistance in Midwest City and agreeing to provide $50,000 in banked matching funds; 2) authorization of the Mayor, City Manager, and/or his designee to enter into the necessary contracts and certifications to implement the grant program.

Staff applied for 2025 HOME funds from OHFA in November to continue citywide down payment and closing cost assistance to first time homebuyers in Midwest City. The program will provide up to $7,500 in down payment and closing cost assistance to approximately 26 income eligible first time homebuyers. This program encourages homeownership in the community and requires the applicant to attend a homebuyer education course and receive housing counseling.

This program has been in operation since 1995 and has provided over 733 low to moderate income households with the opportunity to purchase their first home in Midwest City.

Please see attached contract. Staff recommends approval.

Ashley Stephenson
CDBG Planning Assistant

HOME INVESTMENT PARTNERSHIPS
HOME PROGRAM
WRITTEN AGREEMENT
PART I

This Written Agreement entered into by and between Oklahoma Housing Finance Agency, a state beneficiary public trust, as the State of Oklahoma's designated Participating Jurisdiction (PJ) for the **HOME** Program (OHFA) and the City of Midwest City (hereinafter the "Grantee"), effective as of the _____ day of _____ 2026.

SUMMARY

OHFA Contract Number: 25-HOME-1786

TERM OF FUNDING: Date of Execution – February 28, 2029

TERM OF THIS AGREEMENT: Date of Execution – End of the Period of Affordability

TYPE OF ACTIVITY: Homebuyer Assistance

AFFORDABILITY:

Minimum Period in Years: 5 years

Deed Restrictions: ____ LURA:_____ Other: Written Agreement

HOME Funding Amount: $200,000

Submit Reimbursement Report To:	HOME Department OHFA P.O. Box 26720 Oklahoma City, OK 73126
Issue Payment To:	City of Midwest City Tim Lyon 100 N. Midwest Blvd Midwest City, OK 73110
Written Agreement Components:	Part I-Summary and Signatures Part II-Terms and Conditions Part III-Special Conditions Part IV-Budget

SIGNATURES FOR EXECUTION OF WRITTEN AGREEMENT

HOME INVESTMENT PARTNERSHIPS
HOME PROGRAM
WRITTEN AGREEMENT
PART I

OHFA and **the Grantee** acknowledge and agree that the rights and obligations of each are subject to and governed by the federal HOME Program (24 CFR 92), The HOME Program Final Rule and other Federal Regulations as may be promulgated from time to time, OHFA HOME Program Rules, OHFA Topical Guidance, Policies, and Procedures, OHFA Homebuyer Assistance Policies and Procedures and each of the terms and conditions set forth in Part I, Part II, Part III and Part IV to this Written Agreement, attached hereto and incorporated by this reference.

EXECUTED BY:
City of Midwest City

_____
Signature
Tim Lyon, City Manager

_____
Date _____

State of Oklahoma, County of Oklahoma
This Written Agreement was acknowledged before me on the _____of _____, 2026 by Tim Lyon, City Manager, City of Midwest City

_____
Typed Name, _____Notarial Officer
My commission expires:_____

EXECUTED BY:
Oklahoma Housing Finance Agency

_____
Signature
Deborah Jenkins, Executive Director

_____
Date_____

State of Oklahoma, County of Oklahoma.
This Written Agreement was acknowledged before me on the ____ of _____, 2026 by Deborah Jenkins, Executive Director, Oklahoma Housing Finance Agency

_____
_____, Notarial Officer
My commission expires: _____

HOME INVESTMENT PARTNERSHIPS PROGRAM
WRITTEN AGREEMENT
PART II – GENERAL TERMS AND CONDITIONS

WITNESSETH:

WHEREAS, City of Midwest City (the "Grantee"), has submitted an Application for funding under the HOME Investment Partnerships Program (the "HOME Program"), which HOME Program is administered by Oklahoma Housing Finance Agency ("OHFA") as the designated Participating Jurisdiction (PJ) on behalf of the State; and

WHEREAS, based upon the representations, statements and warranties contained in the Application and exhibits and amendments to either filed with, and accepted by, OHFA (hereinafter collectively the "Application"), OHFA has approved funding for the HOME Project; and

NOW THEREFORE, for and in consideration of the mutual agreements and covenants contained in this Written Agreement (Parts I, II, III and IV by reference), OHFA and the Grantee hereby agree to the following terms and conditions as follows:

1. AVAILABILITY of HOME FUNDS

All payments to the Grantee contemplated by this Written Agreement are to be made only from HOME Funds made available to OHFA by the U.S. Department of Housing and Urban Development ("HUD") for use in the HOME Program (the "HOME Funds"). Notwithstanding any other provisions of this Written Agreement, payments to be made to the Grantee pursuant to this Written Agreement are subject to the continued availability of such HOME Funds, as determined by federal and/or state action and/or law. In the event HOME Funds become unavailable to fund this Written Agreement, either in whole or in part, OHFA may, upon written notice to the Grantee, terminate this Written Agreement, reduce the allocation contemplated by this Written Agreement and the payments to the Grantee or take such other appropriate action necessitated by any change in the availability of HOME Funds. Said notice shall be delivered by the U.S. Postal Service certified mail return receipt requested or in person with proof of delivery. The effective date of such termination the reduction of the Written Agreement allocation or payments to the Grantee shall be specified in the notice or shall be the actual effective date of the federal and/or state determination, whichever is later. OHFA shall be the final authority as to the availability of HOME Funds.

2. MODIFICATION OR AMENDMENTS TO WRITTEN AGREEMENT

2.1. Written agreement required. This Written Agreement may be extended, renewed or otherwise modified or amended only by the written agreement of the duly-authorized representatives of OHFA and the Grantee, unless an amendment or modification is required by federal or state law or regulation, in which case such amendment or modification may be unilaterally made by OHFA.

2.2. Prior approval of OHFA required. All proposed modifications or amendments to this Written Agreement, including the waiver of any provisions herein, must be submitted to OHFA, in writing, and approved by the Executive Director prior to the Grantee's implementation of the proposed modification or amendment.

2.3. De-obligation of HOME Funds. OHFA may unilaterally modify this Written Agreement to de-obligate funds not obligated by the Grantee as of the close of the Funding Period specified in Part I of this Written Agreement.

3. OKLAHOMA HOUSING FINANCE AGENCY

3.1. Funding of HOME Project. Subject to the terms and conditions set forth herein and to the availability of HOME Funds as described in Part II, paragraph 1 of this Written Agreement, OHFA will provide HOME Funds for use in the HOME Project described in the Application and approved by OHFA, up to the total allocation specified in Part I of this Written Agreement.

3.2. Monitoring. OHFA shall, throughout the term of this Written Agreement and any extension thereof, monitor and evaluate the financial feasibility and progress of the HOME Project and the Grantee's continuing fiscal responsibility and the Grantee's compliance with HOME Program requirements and the terms and conditions of this Written Agreement. Such monitoring and evaluation shall not in any manner, relieve or waive any obligations of the Grantee under this Written Agreement or pursuant to applicable state and federal statutes, regulations and rules. Any representation to the contrary by the Grantee to any third party is strictly prohibited and may be grounds for the termination of this Written Agreement by OHFA.

4. ACKNOWLEDGMENTS AND CERTIFICATIONS of the GRANTEE.

4.1. General acknowledgments and certifications. The Grantee acknowledges, represents, warrants and certifies without limitation to OHFA that:

a. The Application was relied upon by OHFA in approving this Written Agreement and that the information, representations and statements contained in the Application were true and correct as of the date of the filing of the Application and as of the making of this Written Agreement, and agrees to inform OHFA, in writing, of any changes in any information filed with OHFA, including representations contained in the Application, within ten (10) days of the occurrence of same. the Grantee acknowledges and agrees to be bound by the obligations, duties and representations contained in the Application, which Application is incorporated and made a part of this Written Agreement by reference;

b. All requirements of OHFA's *Contractors Implementation Manual* currently utilized in the administration of the HOME Program, and as may be amended during the term of this Written Agreement, which Implementation Manual is incorporated and made a part of this Written Agreement by reference (hereinafter the "Implementation Manual"), shall be complied with by the Grantee and the

Grantee's employees and agents and any sub-contractors. The Grantee is charged with the responsibility of monitoring and complying with any changes to the Implementation Manual through OHFA's website www.ohfa.org;

c. No costs sought to be reimbursed with HOME funds or otherwise shall be incurred in connection with the HOME Project until the Grantee has received written notice of the release of HOME Funds by OHFA;

d. The Grantee has full responsibility for the payment of all employee benefits or deductions required by law, including without limitation, Workers' Compensation insurance, unemployment insurance, social security, state and federal income tax;

e. The Grantee is an independent Contractor, notwithstanding any other provisions of this Written Agreement, and shall be fully responsible for and shall have the sole and exclusive control of the Grantee's employees, sub-contractors and agents in the means and methods required to fulfill the obligation of the Grantee under this Written Agreement; and

f. The Grantee is solely responsible for insuring that the use of all HOME Funds received pursuant to this Written Agreement comply with all applicable federal, state, and local statutes, regulations and/or other legal authority, as may be modified or amended during the term of this Written Agreement, or any extension thereof, related to the expenditure or use of said HOME Funds.

4.2. Compliance with applicable laws. The Grantee specifically certifies to the State of Oklahoma, OHFA and HUD that the Grantee and the Grantee's employees, agents and sub-contractors have read and are familiar with the 24 CFR Parts 91 and 92 HOME Investment Partnerships Program and the HOME Final Rule, as amended from time to time, and will comply with those requirements and will comply with all applicable terms of the following statutes, regulations and executive orders, the terms and requirements of which are specifically incorporated in this Written Agreement by this reference. Any conflict between the Written Agreement and 24 CFR Parts 91 and 92 or the Final Rule shall be controlled by 24 CFR Parts 91 and 92 or the Final Rule, except in those cases where OHFA has adopted more restrictive requirements than those included in 24 CFR Parts 91 and 92. The following are for general reference and do not constitute or represent all of the HOME Program or other federal regulations and are referenced in 24 CFR Part 92 Subpart H Other Federal Requirements:

4.2.1 Non-discrimination and Equal Opportunity

Equal opportunity: No person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME Funds. In addition, HOME Funds must be made available in accordance with the following:

a. Title VI of the Civil Rights Act of 1964 (42 USC §2000d, et seq.), which prohibits discrimination on the basis of race, color, or national origin under any program receiving federal funds and Title VII of the Civil Rights Act of 1964 (42 USC §2000e, et seq.) prohibits discrimination based upon the aforementioned characteristics in all hiring, firing, pay, promotions, benefits, and other employment terms. Implementing regulations are at 24 CFR, Part 1 and 24 CFR, Part 60;

b. Title VIII of the Civil Rights Act of 1968 (42 USC §3600-3620, 1988), popularly known as the Fair Housing Act;

c. Executive Order 11063 (1962), as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307), which requires equal opportunity in housing. Implementing regulations are at 24 CFR, Part 107;

d. Age Discrimination Act of 1975 (42 USC §6101-07), which prohibits discrimination on the basis of age. Implementing regulations are at 24 CFR, Part 8;

e. Section 504 of the Rehabilitation Act of 1973 (29 USC §794), which prohibits discrimination against disabled individuals. Implementing regulations are at 24 CFR, Part 8;

f. Section 3 of the Housing and Urban Development Act of 1968 (12 USC, Section 1701u), which requires that, to the greatest extent feasible, opportunities for training and employment be provided to lower-income persons in the Development area and that Written Agreements for work in connection with the Development be awarded to businesses in or owned in, substantial part by residents of the Development area. Regulations are at 24 CFR, Part 135;

4.2.2 92.352 Environmental Review

a. National Environmental Policy Act of 1969 (42 USC §4231, et seq.) and other provisions of law that further the purposes of the Act as specified in HUD Environmental Review Regulations at 24 CFR, Part 58;

4.2.3 Displacement, relocation and acquisition:
All requirements of 24 CFR, Part 92.353, Displacement, Relocation and Acquisition;

4.2.4 92.354 Labor

a. Davis-Bacon Act (40 USC §276a-276a-5), which requires payment of the prevailing wage for the locality to workers on construction Written Agreements with 12 or more units assisted. Regulations are at 29 CFR, Part 5. The Grantee further certifies that it shall include in its bidders' packages the U. S. Department of Labor Wage Determination List and a statement that the Grantee and any sub-

contractors must comply with these wage rates in performance of the work required;

b. Copeland (Anti-Kickback) Act (18 USC §874, 40 USC §176c), which applies to all Written Agreements covered by Davis-Bacon and provides that workers must be paid weekly, with only permissible deductions allowed. Regulations are at 29 CFR, Part 3;

c. Written Agreement Work Hours and Safety Standards Act (40 USC §327, et seq.), which requires overtime compensation. Regulations are at 29 CFR, Part 5;

d. Fair Labor Standards Act of 1938 as amended (29 USC §20, et seq.) which establishes the basic minimum wage for all work and requires payment of over-time at the rate of at least time and a half.

4.2.5 92.355 Lead-Based Paint: Housing assisted with HOME funds constitutes HUD associated housing for the purpose of Title IV of the Lead-Based Paint Poisoning Prevention Act (42 USC §4821, et seq.) and is, therefore, subject to 24 CFR, Part 35. The Grantee is responsible for notification, testing and abatement activities;

4.2.6 Flood Insurance: All applicable requirements of 24 CFR, Part 92.352, 24 CFR, Part 58 and Section 202 of the Flood Disaster Protection Act of 1973, as amended (42 USC, §4106). [Under the Flood Disaster Protection Act of 1973, as amended, HOME Funds may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless: (i) the community in which the area is located is participating in the National Flood Insurance Program, or less than one year has passed since FEMA notification regarding such special flood hazards; and (ii) flood insurance protection is obtained as a condition of the approval of financial assistance.]

4.2.7 92.356 Conflict of interest: All applicable requirements of 24 CFR Part 92.356 Conflict of Interest.

4.2.8 92.357 Executive Order 12372: All requirements of 24 CFR, Part 92.357 regarding Executive Order 12372, Inter-governmental Review of Federal Programs. Regulations are at 24 CFR, Part 52;

4.2.9 92.358 Consultant activities: No person providing consultant services in an employer–employee type relationship shall receive more than a reasonable and customary rate of compensation for personal services paid with HOME funds.

4.3. Written Agreement Administration. The Grantee specifically certifies to the State of Oklahoma, OHFA and HUD that the Grantee shall comply with the following, the terms and requirements of which are specifically incorporated in this Written Agreement by this reference:

a. 24 CFR, Part 92.502 and the requirements of OHFA contained in the Implementation Manual concerning cash management of federal funds; and

b. unless directed otherwise in writing by OHFA, 24 CFR, Parts 84.21 and 92, as amended, and the requirements of OHFA contained in the Implementation Manual related to the application, acceptance and use of federal funds.

4.4 The Violence Against Women Act (VAWA) **24 CFR Part 92.359** Provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.

5. INSURANCE AND BONDING REQUIREMENTS

5.1. Insurance. The Grantee shall maintain insurance covering the Grantee and the Grantee's employees and the HOME Project of the type and in the amounts required by the Implementation Manual, including without limitation general liability insurance and Worker's Compensation Insurance as required by applicable state and federal worker's compensation statutes. Proof of insurance shall be maintained and made available to OHFA upon request.

5.2. Bonding. OHFA may, as provided in the Implementation Manual, require surety bonds for all officers, directors or employees of the Grantee responsible for the financial transactions contemplated in this Written Agreement or related thereto. If OHFA requires surety bonds, the Grantee must comply with the requirement. Proof of any required bonds shall be maintained and made available to OHFA upon request.

6. SUB-CONTRACTORS

6.1. The Grantee responsibility. The Grantee shall advise each sub-contractor, if any, of the sub-contractors obligations to adhere to the applicable terms, conditions and certifications of this Written Agreement, including without limitation the right of OHFA to audit. The Grantee shall require all sub-contractor s to meet the minimum insurance requirements as required by reference to State law and as set forth in the Implementation Manual. The Grantee shall be responsible to OHFA for all acts and omissions of the Grantee's sub-contractors and of persons directly or indirectly employed by said sub-contractor.

6.2. Sub-contractor certifications. The Grantee shall require that all sub-contractors execute a certification, as required by 24 CFR, Part 92.350, certifying that neither the sub-contractor nor any principal thereof is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any government program. The Grantee also agrees, upon request of OHFA, to obtain from the Grantee's sub-contractors any of the certifications described in paragraph 4 of this Written Agreement. Any certifications required under this paragraph 6.2 or obtained at the request of OHFA shall be maintained by the Grantee in accordance with paragraph 10.2 of this Written Agreement.

6.3. Indemnification of OHFA by sub-contractors. The Grantee shall require that all sub-contractor s to execute a *Hold Harmless and Indemnification Agreement* in the form prescribed by OHFA. The Hold Harmless and Indemnity Agreement shall be maintained by the Grantee in accordance with paragraph 10.2 of this Written Agreement.

6.4. Independent Contractors. Nothing herein shall be deemed to create a contractual relationship between any sub-contractor and OHFA, nor shall any sub-contractor incur or purport to incur any obligation on the behalf of OHFA.

7. HOLD HARMLESS CLAUSE

The Grantee shall hold and save harmless HUD, the State of Oklahoma, OHFA and their respective agents, officers, and employees from all claims and actions, all expenses defending same, that are brought as a result of any injury or damage sustained by any person or property in consequence of any act or omission by the Grantee. The Grantee shall hold and save harmless HUD, the State of Oklahoma, OHFA and their respective agents, officers, and employees from any claim or amount recovered as a result of infringement of patent, trademark or copyright or from any claim or amounts arising or recovered under Workers' Compensation Law or any other law. In any agreement with any sub-contractor or any agent for the Grantee, the Grantee will specify that such sub-contractors or agents shall hold harmless HUD, the State of Oklahoma, OHFA, and their respective agents, officers, and employees for all the here in before described expenses, claims, actions, or amounts recovered.

8. POLITICAL ACTIVITY

8.1. Hatch Act. All employees of the Grantee shall observe the limitations on political activities to which they may be subject under the Hatch Act (5 USC §1501s, et seq., 18 USC §595).

8.2. Prohibition on use of HOME Funds. No portion of the HOME Funds may be used for any political activity or to further the election or defeat of any candidate for public office, or for lobbying activities.

9. NO-CONFLICT COVENANT

The Grantee certifies, warrants and covenants to HUD, the State of Oklahoma and OHFA that other than the compensation for services contemplated by this Written Agreement, no governing board member, director, officer, agent, consultant, employee or sub-contractor of the Grantee has any interest, direct or indirect, in the HOME Project covered by this Written Agreement nor will any such person or entity receive any benefit from the HOME-assisted activities and projects under this Written Agreement and that none of the enumerated persons shall acquire any such interest during their tenure in office or employment by the Grantee and for one year thereafter. The Grantee further covenants that in the performance of this Written Agreement no person having any such interest will be employed by the Grantee warrants to OHFA that, in the event the Grantee becomes aware that any governing board member, director, officer, agent, consultant or employee of the Grantee has a prohibited interest in or is receiving any benefit from

the HOME-assisted activities, HOME Funds and HOME Project(s) covered by this Written Agreement, the Grantee shall immediately notify OHFA.

10. RECORDS, PUBLICATIONS AND OTHER MATERIALS

10.1. Maintenance of HOME Project Records. The Grantee shall be responsible for the creation, compilation and maintenance of records and materials pertaining to the use and expenditure of the HOME Funds and the Home Project(s) funded or assisted by said HOME Funds pursuant to this Written Agreement, including, but not limited to, work plans, work orders, invoices, site drawings, interim statements and summaries, photographs, video tapes, correspondence, financial and accounting records and reports, property and personnel records, and any other records set forth in 24 CFR, Part 92.508, *Recordkeeping,* and other instruments and supporting documents, exhibits and records (hereinafter collectively the "HOME Project Records"). The Grantee shall keep and maintain all HOME Project Records in an organized, systemized fashion at principal office of the Grantee. All HOME Project Records maintained by the Grantee shall be segregated from the Grantee's other records at all times.

10.2. Retention of records. The Grantee shall retain all HOME Project Records for at least as long as the minimum period(s) specified in 24 CFR, Part 92.508(c).

10.3. Ownership of HOME Project Records. All HOME Project Records are the property of OHFA and the Grantee shall have no proprietary claim to same. OHFA shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports and materials prepared pursuant to this Written Agreement. No materials or records created, produced or maintained by the Grantee pursuant to this Written Agreement shall be made subject by the Grantee to copyright in the United States or any other country.

10.4. Audits. All records and accounts of the Grantee shall be made available on demand to the Oklahoma State Auditor and Inspector, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States and OHFA and their respective agents and designees for inspection and use in carrying out its responsibilities for administration of HOME Funds.

10.5. Reporting requirements. The Grantee shall furnish OHFA with narrative reports and financial reports related to the HOME Project, HOME Funds and compliance with the terms and conditions of this Written Agreement, in the form and at such times as might be required by OHFA. The Grantee shall provide OHFA with timely copies of reports from any audits that include HOME Funds received pursuant to this Written Agreement.

10.6. Closeout reports. The Grantee shall submit closeout documents in accordance with the forms and requirements of the Implementation Manual. The Grantee may closeout a Written Agreement when all HOME Funds have been drawn down, expended and accounted for in accordance with the terms of this Written Agreement.

11. COMPENSATION TO THE GRANTEE.

11.1. Amount of allocation. The total allocation of HOME Funds for use in the HOME Project is set forth in Part I of this Written Agreement.

11.2. Requests for reimbursements. Requests for reimbursements may not exceed the allocation amount. All requests for reimbursement shall be submitted to OHFA during the Funding Period specified in Part I of this Written Agreement. the Grantee's final request for reimbursement must be submitted not later than sixty (60) days after the close of the Funding Period. Requests for reimbursement submitted more than sixty (60) days after the close of the Funding Period may be disallowed by OHFA.

11.3. Decrease in reimbursement request. In order to effect proper cash management, OHFA may, if OHFA determines that the Grantee has HOME Funds on hand at the time a reimbursement request is made, modify the basis for compensation to the Grantee and decrease the amount of the reimbursement request. The Grantee agrees that the determination to decrease a reimbursement request shall be at the sole discretion of OHFA.

11.4. Uses of HOME Funds. HOME Funds allocated pursuant to this Written Agreement shall be used only for expenses incurred during the Funding Period specified in Part I of this Written Agreement for the purposes and activities approved and agreed to by OHFA, except as provided in the Final Rule at 24 CFR Part 92.206(d)(1), and consistent with the terms and conditions of this Written Agreement. No HOME Funds may be used for expenses or obligations incurred after the Funding Period.

11.5. Audit expenses. Allowable audit expenses may be accrued for an audit to be performed after the end of the Funding Period.

12. PROPERTY PROCUREMENT

12.1. Property acquired. Procurement, management, and disposition of property acquired with HOME Funds shall be governed by the Grantee's internal policies and applicable state laws.

12.2. Construction material. Materials acquired for construction purposes shall be deemed real property once they have become a part of the project.

13. AUDIT and DISALLOWED COSTS

The Grantee shall comply with 24 CFR, Part 45 and OMB Circular A-133 which are incorporated and made a part hereof. In the event an audit by a CPA firm, OHFA compliance audit or other disclosure results in the determination that the Grantee has expended HOME funds on disallowed or ineligible costs or other misuses of said funds, the Grantee shall immediately reimburse OHFA in full for any and all such costs.

14. REPAYMENTS AND RECAPTURED FUNDS

Repayment of HOME Funds is required to be made in accordance with 24 CFR, Part 92.503, *Program Income, repayments, and recaptured funds* and 24 CFR Part 85. The Grantee shall record the receipt and expenditure of repayment in accordance with the standards specified in 24 CFR, Part 92.503 and shall ensure that repayments are used for additional HOME activities consistent with the representations made in the Application or returned to OHFA immediately.

15. TERMINATION OR SUSPENSION

15.1. By agreement. This Written Agreement may be terminated or suspended in whole or in part at any time by written agreement of the parties.

15.2. For cause. This Written Agreement may be terminated or suspended by OHFA, in whole or in part, for cause, after notice and an opportunity for the Grantee to present reasons why such action should not be taken. Procedures for such a process shall be in accordance with OHFA's Administrative Rules. Grounds constituting cause include, but are not limited to:

a. The Grantee fails to comply with provisions of this Written Agreement or with any applicable laws, regulations, guidelines, or procedures, including OHFA policies and issuances, or is unduly dilatory in executing its commitments under this Written Agreement;

b. Purposes for the HOME Funds have not been or will not be fulfilled or would be illegal to carry out;

c. The Grantee has submitted incorrect or incomplete documentation pertaining to this Written Agreement;

d. The Grantee is unduly dilatory in executing its commitments under this or a prior Written Agreement with OHFA, including, but not limited to, submission of any audits due, resolution of audit findings, and monitoring results.

15.3. Bankruptcy. If a Petition in Bankruptcy is filed by, or against the Grantee or the HOME Project, OHFA may, at its option cancel and terminate this Written Agreement.

15.4 De-obligate Funding: OHFA may unilaterally modify this Written Agreement to de-obligate funds not properly drawn down, expended and accounted for by the Grantee as of the final date of the term of the contract, or such earlier date as determined by OHFA in the event of an uncured default by the Grantee.

15.5 Liability for breach. The Grantee shall not be relieved of liability to OHFA for damages sustained by OHFA by virtue of any breach of this agreement by the Grantee OHFA may withhold payments due under this agreement pending resolution of the damages.

16. MISCELLANEOUS PROVISIONS

16.1. Interpretation and Enforceability. In the event the terms or provisions of this Written Agreement are breached by either party or in the event that a dispute may arise between the parties regarding the meaning, requirements, or interpretation of the terms and provisions of this Written Agreement, then such breach or dispute shall be resolved pursuant to the terms of this Written Agreement and the administrative procedures available under OHFA's Administrative Rules and the Oklahoma Administrative Procedures Act, 75 Oklahoma Stat., Sections 251, et seq. In the event OHFA must initiate proceedings to enforce the terms and conditions of this Written Agreement or seek redress for damages caused by the Grantee's breach of this Written Agreement, OHFA shall be entitled to recover all costs, including without limitation, court costs and attorney's fees, incurred in such proceedings.

16.2. Non-Waiver of Defaults. Any failure by OHFA, at any time, to enforce or require the performance of any of the terms or conditions of this Written Agreement, or to exercise a right hereunder, or payment or reimbursement of the Grantee, shall not, nor shall it be construed to constitute a waiver or limitation of any terms, conditions or rights of OHFA, the State of Oklahoma or HUD hereunder or at law.

16.3. Assignment. The Grantee shall not assign this Written Agreement in whole or in part, without the prior written consent of OHFA, nor shall the Grantee assign or pledge any moneys due to, or to become due to the Grantee pursuant to this Written Agreement, without the prior written consent of OHFA.

16.4. Binding Effect. The terms and conditions of this Written Agreement shall extend and inure to the benefit of and be binding upon the respective successors, heirs, and assigns of the parties hereto. All indemnifications contained in this Written Agreement shall survive the completion of the Project, and the expiration or termination of this Written Agreement.

16.5. Entire Agreement. This Written Agreement, including Parts I, II, III and IV, attachments, documents and statutes, regulations and Executive Orders incorporated by reference, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between the parties relating to the matters set forth herein.

16.6. Construction. This Agreement shall be construed, enforced, and governed in accordance with the laws of the State of Oklahoma and applicable federal statutes and regulations.

16.7. General. The captions and headings used in this Written Agreement are intended for convenience only and shall not be used for purposes of construction or interpretation.

16.8. Notice. All notices, requests and demands shall be to the following persons:

To OHFA: Oklahoma Housing Finance Agency
ATTENTION: Housing Development Team
100 N. W. 63rd Street, Suite 200
Mail: P.O. Box 26720

Oklahoma City, Oklahoma 73126-0720

To City of Midwest City: To the attention of the Grantee
at the address set forth in Part I of this Written Agreement.

Any notice, unless otherwise specified herein, will be deemed to have been given on the date such notice is personally delivered or deposited in the United States via certified mail, return receipt requested, properly addressed and with postage prepaid.

IN WITNESS WHEREOF, the authorized representatives of the Grantee and OHFA have executed this Written Agreement as witnessed by their signatures on Part I to this Written Agreement, *Summary and Signatures.*

PART III

SPECIAL CONDITIONS

City of Midwest City (hereinafter the "Grantee") has read and reviewed all of the following Special Conditions and agrees and acknowledges that Applicant must comply with each:

1. HOME Project Allocation and Use of HOME funds

A. The Grantee will utilize HOME funds in the amount of $200,000 awarded by this Written Agreement for Homebuyer assistance with 27 Units receiving down payment assistance to income eligible households.
B. The Grantee will be acting as a Sub-recipient administering a part of OHFA's Down-Payment Assistance Program.
C. The Grantee agrees to comply with the HOME regulations and the HOME Final Rule and required provisions at 24 CFR Part 92.504 and the terms of this Written Agreement.
D. This subsidy from OHFA to the Grantee is in the form of a grant.
E. The subsidy the Grantee provides to eligible homebuyers in the form of down payment and closing costs assistance will be provided as a forgivable loan.
F. All HOME Project Funds expended under this contract require a minimum of 25% in eligible match contributions unless HUD issues a match reduction. Match liability is incurred at the time project funds are drawn. The match reduction, if applicable, will be applied when all funds are drawn down for this contract at project closeout.

2. HOME Project Description

A. The Grantee will provide direct financial assistance to approximately twenty-seven (27) HOME-eligible homebuyers through down payment, closing costs, and principal reduction.
B. The amount of assistance shall not exceed $18,999 per homebuyer. It is further limited to the amount of subsidy necessary to make the home affordable to the homebuyer household as set forth in the next section.

3. Underwriting Standards

A. The Grantee has read and agreed to abide by all underwriting standards put forth in the Homebuyer Assistance Policies and Procedures.
B. The minimum front-end ratio will be 15%. The maximum front end ratio cannot exceed 35%. The back-end ratio cannot exceed 45%.
    1) The front-end ratios are used to determine the highest and lowest dollar amount a person's mortgage payment may be. This dollar amount should include all obligated housing costs. Obligated housing costs must include all PITI (Principal, Interest, Taxes, and Insurance), any mortgage insurance, HOA fees, and ground lease payments.

2) The back-end ratio, compares a person's total monthly consumer debt obligations, including their new mortgage payment, to their gross monthly income. Consumer debt is money borrowed for personal, family, or household purposes. Consumer debt calculations must include all car loans, credit card debt, student loans, payday / personal loans, and legally obligated alimony or child support payments. The interest rate charged must be reasonable and customary.

C. HOME assisted homebuyers must make a minimum cash investment towards their downpayment or closing costs in the amount of $1,000. The investment may not be reimbursed with HOME funds at closing.
   1) The maximum investment a HOME assisted homebuyer may make towards their downpayment and closing cost expenses is 7% of the total cost to purchase the unit. This maximum excludes HOME funds contributed to the closing.

D. In addition to the minimum cash investment toward the purchase, buyers should have sufficient cash resources after closing to cover at least 2 times their total monthly housing payment.

E. The senior loan must be a fixed rate loan. The loan may not include balloon riders, negative amortization, or interest only periods.

F. Pre-payment penalties cannot exceed 1% of the remaining loan balance.

G. The underwriting, origination, processing and document preparation fees paid for with HOME funds must not exceed $1,500 total. The fees charged to the borrower in total may not exceed $2,500.

H. The Grantee must ensure that the Responsible Lending requirements have been met on the homebuyer's senior loan.

I. Upon the commitment of HOME funds and the purchase of a unit by a qualified homebuyer, title must be transferred in a way which is compliant with 24 CFR 92.2.

J. Homebuyer Assistance funds must be used in the following order:
   1) Down-payment / Gap financing assistance (defined as the difference between purchase price and loan amount)
   2) Closing cost, including points or fees required to buy down the interest rate
   3) Pre-paids
   4) Principal reduction as reflected on the closing statement

K. OHFA must review each underwriting and approve each sales price prior to closing. The sales price of any home cannot exceed 95% of the Area Median Sales Price for the Oklahoma and Canadian Counties in which the home is located, as established by HUD.

4. Project Operational Requirements

A. All units will be restricted to homebuyers at 80% or less of Area Median Income (AMI). The Grantee will ensure that all homebuyers and/or households have incomes that do not exceed 80% of the AMI for Oklahoma and Canadian County as published annually by HUD.

B. The Grantee will ensure a Second Mortgage is filed on each unit that receives HOME-assistance. The term of affordability is for five (5) years. **OHFA has the right to enforce all provisions of this Written Agreement throughout the period of affordability, five (5) years, regardless of the Written Agreement completion date.**

C. The Grantee will ensure a written agreement for the HOME assistance with each homebuyer is executed no later that the time funds are provided for the acquisition of a unit.
D. The Recapture amount will be the amount of the subsidy. Recaptured funds are subject to OHFA's recapture policy as approved by HUD.
E. The Grantee will ensure homeowner eligibility according to HOME income guidelines and the Homebuyer Assistance Policies and Procedures.
F. The Grantee must enter into a Written Agreement with each eligible homebuyer that includes, at a minimum, the following: The housing must conform to the requirements of 24 CFR 92.254(a). The housing must be modest; its value must not exceed 95% of the median price of comparable housing. The home must be the principal place of residence of the homebuyer. Recapture provisions must be set forth in detail, and written in such a way that the homebuyer can understand them. The agreement should set forth the amount of HOME assistance provided, the form of such assistance, and the deadline for acquiring the housing unit with the HOME funds, if applicable. The agreement should be drafted in such a manner as to ensure compliance with all HOME Program requirements and ensure that the homebuyer fully understands such requirements.
G. All Homebuyer activities must incorporate housing counseling into project designs. Effective August 1, 2021 housing counseling must be provided by a HUD approved certified housing counselor. If the Awardee is not a HUD approved certified housing counselor, the Awardee may contract with another agency that is a HUD approved certified housing counselor. Applicants must explain the process for implementing the required counseling and who will provide. Agencies are approved by HUD and staff is certified. Counselors are only certified if they also work for a HUD approved housing counseling agency. Therefore, if the agency is not yet approved by HUD and a staff member passes the exam, the agency is not a HUD approved housing counseling agency.

5. Period of Affordability

A. The Grantee will ensure the affordability requirements are met in accordance with 24 CFR Part 92, including the homebuyer maintaining the property as the principal place of residence.
B. A Mortgage must be prepared and filed. The Mortgage will provide for recapture of the direct subsidy upon any sale of the property, and only from any net proceeds of the sale. It must be for the duration of the period of affordability. The period of affordability will be five (5) years. Homeowners shall be permitted to retain any and all proceeds above and beyond the required recapture amount, if any exist.
C. OHFA has the right to enforce all provisions of this Written Agreement throughout the period of affordability, regardless of the Written Agreement completion date.

6. Environmental Review

A. Ensure that all appropriate environmental reviews are satisfactorily completed pursuant to the guidelines set out in 24 CFR Part 58. **Under the HOME Environmental process, no funds, either HOME or non-HOME funds may be committed until the Release of Funds is received, except as noted in Section 8.B. below. Also, no contracts should be**

entered into during this timeframe, especially with a contractor. This Written Agreement is contingent upon successful completion of the environmental review process.

7. Project Documentation

A. Documentation for all Federal Requirements (Fair Housing, Minority Outreach, Environmental, Housing Complaints, Conflict of Interest, and etc.) must be maintained and available for review.
B. Create and maintain a complete record of all items pertaining to the Project, documentation and information that would help expedite the compliance monitoring process. OHFA prefers that said information be organized, with tabs.

8. Disbursement of Funds and Construction Progress Inspections

A. Requests for disbursement of funds cannot be submitted until such time as the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed to pay eligible expenditures.
B. Eligible costs incurred in accordance with 24 CFR Part 58 on or after award date until date of execution of this Written Agreement may be reimbursed upon completion of Environmental Review Process. These costs shall be processed through the normal Disbursement procedures.

9. Notice of Personnel Changes

A. The Grantee will notify OHFA anytime there is a change in any staff position that would be involved in this project. The Grantee's capacity will be reevaluated at that time.

10. Schedule for Completing Tasks and Deadlines

A. The Grantee must fully complete the Project no later than **December 31, 2028**. **In monitoring the performance of the Grantee, OHFA will also refer to the more detailed schedule provided in the Application, which is a part of this Written Agreement and incorporated by reference.**

11. Logs and Reports

A. Establish and maintain a Use of Funds Log, which clearly identifies the amount of funds used in each project (HOME, other federal, private or a combination thereof).
B. Establish and maintain a Match Tracking Log that will account for expenditures of Match contributions used in each project.
C. Reimbursement Reports: Must be submitted by noon on Friday to be paid by the following Friday.
D. Activity Completion Reports: Must be submitted within 120 days of final activity draw.
E. Closeout Documentation: Submit no later than 60 days after the end of the Written Agreement period or completion of project.

F. The Minority Business Enterprises report is due on or before October 10th of each year for period from Oct. 1 - Sept 30.
G. The Annual Performance Report (APR) is due on or before May 15th of each year for the period of April 1-March 31. The APR must also be submitted with the Written Agreement closeout.
H. Provide other progress/performance and financial reports as required or upon the request of OHFA.

12. Match Requirements

A. All HOME Project Funds expended under this contract require a minimum of 25% in eligible match contributions unless HUD issues a match reduction. Match liability is incurred at the time project funds are drawn. The match reduction, if applicable, will be applied when all funds are drawn down for this contract at project closeout.

13. Recapture Provisions

24 CFR 92.254 provides guidance for Resale/Recapture options for Homeownership. OHFA is authorized under the HOME Rules to select which option will be used for preserving the Period of Affordability. OHFA has chosen the Recapture option.

Recapture provisions, as set forth in 24 CFR 92.254 (5)(ii), require that the Oklahoma Housing Finance Agency recapture all or a portion of the HOME assistance provided to the homebuyers if the HOME assisted housing does not continue to be the principal residence of the assisted individual or family for the duration of the period of affordability. The period of affordability is based upon the amount of HOME funds that directly assisted the homebuyer to buy the housing unit. This amount includes any HOME funding that was used for down payment assistance, the cost of buying down interest rates, gap financing to make a unit affordable, closing cost assistance (title and recording fees, transfer taxes, appraisals, etc.), and HOME funds provided to a developer in order to allow the sale of the HOME at a below-market price.

OHFA has elected to not permit resale. As such a subsequent homebuyer may not assume the HOME assistance (subject to the HOME requirements for the remainder of the period of affordability) even if the subsequent homebuyer is low-income and no additional HOME assistance is provided.

When the recapture requirement is triggered by the sale (voluntary or involuntary) of the housing unit, the amount recaptured cannot exceed the net proceeds, if any. The net proceeds are the resale price of the unit minus any amount of repayment due on senior debt(s) and any seller closing costs. The amount due to OHFA upon the triggering of recapture is the initial HOME investment less the pro-rata reduction. OHFA will reduce the HOME investment amount to be recaptured on a pro rata basis for the time the homeowner has owned and occupies the housing measured against the period of affordability. For example, if a homebuyer received $10,000 in HOME assistance, such investment having a 5-year period of affordability, the pro rata reduction of the HOME investment will be $2,000 annually ($10,000 / 5 years). The pro-rata reduction is

realized at the time that a sale is triggered. This reduction will occur based upon the number of full years a homeowner has occupied the unit. For example, if a homeowner receives $10,000 in HOME assistance, and sells their home after three and a half years, the recapture amount would be $4,000; the repayment amount having been reduced by $2,000 annually across three completed years for a total reduction of $6,000. The incremental reduction cannot be increased so that the investment is waived prior to the end of the affordability period.

A recorded mortgage must be in place to enforce these Recapture restrictions. Written Agreements with individual beneficiaries must detail the Recapture requirement.

Recapture requirements and guidelines do not apply to issues of non-compliance which may trigger the full recapture of all HOME assistance regardless of the remaining period of affordability and any proposed pro rata reductions.

14. Other Requirements

Perform all other tasks and meet all other requirements as outlined in the Application, which is incorporated herein and made a part hereof.

If the Grantee fails to comply with the terms of this Written Agreement, OHFA may require the Grantee to repay all or a part of the HOME funds invested in the project.

The Grantee has read and reviewed all of the Special Conditions and agrees and acknowledges that it must comply with each.

City of Midwest City by Tim Lyon **Date**

PART IV
BUDGET

Cost Categories	**Amount**
Down Payment Assistance	$200,000.00
Total	**$200,000.00**

In monitoring the performance of City of Midwest City, OHFA will also refer to the more detailed budget provided in the Application, which is a part of this Written Agreement and incorporated by reference.

All HOME Funds expended under this Written Agreement require a minimum of 25% in eligible match contributions. **Match liability is incurred at the time project funds are drawn.**

AUTHORIZED SIGNATURES

I, _____, as the official representative of

_____
Name of Organization (city/county/non-profit/for profit development companies)

I certify that the persons named below are contract signatories authorized to sign all contracts and related documents issued to contractor by the Oklahoma Housing Finance Agency's Department of Home Investment Partnerships Program and that the persons named as Fiscal Signatories are authorized to sign all fiscal and record keeping documents on behalf of Contractor.

This certification is effective with the date shown below and shall remain in effect until revised or canceled by Contractor.

CONTRACT SIGNATORIES

_____ _____
Typed Name and Title of Contract Signatory Signature

_____ _____
Typed Name and Title of Contract Signatory Signature

_____ _____
Typed Name and Title of Contract Signatory Signature

FISCAL SIGNATORIES

_____ _____
Typed Name and Title of Fiscal Signatory Signature

_____ _____
Typed Name and Title of Fiscal Signatory Signature

_____ _____
Typed Name and Title of Fiscal Signatory Signature

CONTRACTOR RECOGNIZES THAT IT HAS FULL RESPONSIBILITY TO GIVE THE OKLAHOMA HOUSING FINANCE AGENCY TIMELY NOTICE OF ANY CHANGE IN THE INDIVIDUALS DESIGNATED ABOVE, OR ANY CHANGE OR LIMIT IN THEIR AUTHORITY, INCLUDING THE TYPE OF PROGRAM OR AMOUNT CONTRACTED FOR.

STATE OF OKLAHOMA
COUNTY OF _____ _____
(Signature-Chief Official)

Subscribed and sworn to before me this

_____Day of _____, _____ _____
(Typed Name and Title)

_____ _____
Notary Public (or Clerk or Judge) (Date)

(SEAL)

MY COMMISSION EXPIRES _____

H:\FORMS\SIGNATUR.DOC

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

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: July 28, 2026

Subject: Discussion, consideration, and possible action of approving Change Order #2 decreasing the project cost by $16,512.19 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 establish the final quantity for each item on the original contract and for those items added in Change Order #1, which was approved by Council on April 28, 2026. Change Order #2 adjusts the quantities of several items to that actually used during construction.

Change Order #2 will not affect the balance of the escrow funds already in ODOT's possession for this project. Penalties, disincentives, or other adjustments associated with this project will be identified on the final estimate.

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 decrease in the original contract amount as a result of this change order is $16,512.19, which complies with this provision of state law.

Respectfully,

R. Paul Streets

R. Paul Streets
Public Works Director

Attachment

Oklahoma Department of Transportation
Final Quantity Change Order

Contract ID	240188	**Primary County**	OKLAHOMA	**Primary PCN**	36376(04)
Change Order Nbr	002	**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	SUPPLEMENTAL AGREEMENT				
Zero Dollar Change Order	NO	**Status**	Pending		

General Change Order Description(s): This change order establishes the final quantity for each item on the original contract and for those items added by change order during the course of the construction work. Associated with each item is a justification for those items which deviated from the original plan quantity or from the quantity established by a previous change. The information presented in this final quantity change order addresses contract pay items only. Penalties, disincentives, or other adjustments associated with this contract will be identified on the final estimate.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
36376(04)	0010	0100	202(A)2200	CY	$24.30	2,240.00	2,240.00	92.08	2,332.08 ✓	
	Item Description: UNCLASSIFIED EXCAVATION								**This Change:**	$2,237.54
	Supplemental Description 1:								**Prev Revised:**	$54,432.00
	Supplemental Description 2:								**Final Amount:**	$56,669.54
									Bid Contract:	$54,432.00
									Net Change:	$2,237.54
									PCT Change:	4.11 %
	Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.									
36376(04)	0020	0100	202(D)2500	CY	$25.00	200.00	200.00	-200.00	0.00 ✓	
	Item Description: UNCLASSIFIED BORROW								**This Change:**	$-5,000.00
	Supplemental Description 1:								**Prev Revised:**	$5,000.00
	Supplemental Description 2:								**Final Amount:**	$0.00
									Bid Contract:	$5,000.00
									Net Change:	$-5,000.00
									PCT Change:	-100 %
	Explanations: This item was not needed or used on the project.									
36376(04)	0030	0100	205(A)6200	LS	$21,430.00	1.00	1.00	0.00	1.00 ✓	
	Item Description: TYPE A-SALVAGED TOPSOIL								**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$21,430.00
	Supplemental Description 2:								**Final Amount:**	$21,430.00
									Bid Contract:	$21,430.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
36376(04)	0040	0100	221(B)2300	LF	$7.40	500.00	500.00	-118.00	382.00 ✓	
	Item Description: TEMPORARY SILT FENCE								**This Change:**	$-873.20
	Supplemental Description 1:								**Prev Revised:**	$3,700.00
	Supplemental Description 2:								**Final Amount:**	$2,826.80
									Bid Contract:	$3,700.00
									Net Change:	$-873.20
									PCT Change:	-23.60 %
	Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.									
36376(04)	0050	0100	221(F)2720	CY	$175.00	73.00	73.00	-43.00	30.00 ✓	
	Item Description: TEMPORARY ROCK FILTER DAM TYPE 3								**This Change:**	$-7,525.00
	Supplemental Description 1:								**Prev Revised:**	$12,775.00
	Supplemental Description 2:								**Final Amount:**	$5,250.00
									Bid Contract:	$12,775.00
									Net Change:	$-7,525.00
									PCT Change:	-58.90 %
	Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.									
36376(04)	0060	0100	221(G)2800	LF	$4.25	450.00	450.00	-450.00	0.00 ✓	
	Item Description: TEMPORARY FIBER LOG								**This Change:**	$-1,912.50
	Supplemental Description 1:								**Prev Revised:**	$1,912.50
	Supplemental Description 2:								**Final Amount:**	$0.00
									Bid Contract:	$1,912.50

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
									Net Change:	$-1,912.50
									PCT Change:	-100 %
	Explanations:		This item was not needed or used on the project.							
36376(04)	0070	0100	230(A)7200	SY	$2.90	3,800.00	3,800.00	581.80	4,381.80 ✓	
	Item Description:		SOLID SLAB SODDING						This Change:	$1,687.22
	Supplemental Description 1:								Prev Revised:	$11,020.00
	Supplemental Description 2:								Final Amount:	$12,707.22
									Bid Contract:	$11,020.00
									Net Change:	$1,687.22
									PCT Change:	15.31 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
36376(04)	0080	0100	303(A)1200	CY	$168.50	606.00	606.00	-21.45	584.55 ✓	
	Item Description:		AGGREGATE BASE TYPE A						This Change:	$-3,614.32
	Supplemental Description 1:								Prev Revised:	$102,111.00
	Supplemental Description 2:								Final Amount:	$98,496.67
									Bid Contract:	$102,111.00
									Net Change:	$-3,614.32
									PCT Change:	-3.53 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
36376(04)	0090	0100	310(B)5300	SY	$12.50	2,184.00	2,184.00	2.06	2,186.06 ✓	
	Item Description:		SUBGRADE, METHOD B						This Change:	$25.75
	Supplemental Description 1:								Prev Revised:	$27,300.00
	Supplemental Description 2:								Final Amount:	$27,325.75
									Bid Contract:	$27,300.00
									Net Change:	$25.75
									PCT Change:	0.09 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
36376(04)	0100	0100	325 0100	SY	$5.45	2,184.00	2,184.00	2.06	2,186.06 ✓	
	Item Description:		SEPARATOR FABRIC						This Change:	$11.22
	Supplemental Description 1:								Prev Revised:	$11,902.80
	Supplemental Description 2:								Final Amount:	$11,914.02
									Bid Contract:	$11,902.80
									Net Change:	$11.22
									PCT Change:	0.09 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
36376(04)	0110	0100	407(B)7300	GAL	$3.25	416.00	416.00	-56.00	360.00 ✓	
	Item Description:		TACK COAT						This Change:	$-182.00
	Supplemental Description 1:								Prev Revised:	$1,352.00
	Supplemental Description 2:								Final Amount:	$1,170.00
									Bid Contract:	$1,352.00
									Net Change:	$-182.00
									PCT Change:	-13.46 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
36376(04)	0120	0100	411(B)1330	TON	$145.00	656.00	656.00	28.17	684.17 ✓	
	Item Description:		SUPERPAVE, TYPE S3(PG 64-22 OK)						This Change:	$4,084.65
	Supplemental Description 1:								Prev Revised:	$95,120.00
	Supplemental Description 2:								Final Amount:	$99,204.65
									Bid Contract:	$95,120.00
									Net Change:	$4,084.65
									PCT Change:	4.29 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
36376(04)	0130	0100	411(C)1420	TON	$208.50	202.00	830.50	0.00	830.50 ✓	
	Item Description:		SUPERPAVE, TYPE S4(PG 70-28 OK)						This Change:	$0.00
	Supplemental Description 1:								Prev Revised:	$173,159.25
	Supplemental Description 2:								Final Amount:	$173,159.25
									Bid Contract:	$42,117.00
									Net Change:	$131,042.25
									PCT Change:	311.13 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
36376(04)	0140	0100	509(A)0200	CY	$1,012.00	5.90	5.90	-5.90	0.00 ✓	
	Item Description: CLASS AA CONCRETE								**This Change:**	$-5,970.80
	Supplemental Description 1:								**Prev Revised:**	$5,970.80
	Supplemental Description 2:								**Final Amount:**	$0.00
									Bid Contract:	$5,970.80
									Net Change:	$-5,970.80
									PCT Change:	-100 %
	Explanations: This item was not needed or used on the project.									
36376(04)	0150	0100	511(A)2200	LB	$1.45	1,940.00	1,940.00	-1,940.00	0.00 ✓	
	Item Description: REINFORCING STEEL								**This Change:**	$-2,813.00
	Supplemental Description 1:								**Prev Revised:**	$2,813.00
	Supplemental Description 2:								**Final Amount:**	$0.00
									Bid Contract:	$2,813.00
									Net Change:	$-2,813.00
									PCT Change:	-100 %
	Explanations: This item was not needed or used on the project.									
36376(04)	0160	0100	609(B)4345	LF	$40.00	625.00	625.00	-67.50	557.50 ✓	
	Item Description: 1'-8" COMB.CRB.& GUT.(8" BARRIER)								**This Change:**	$-2,700.00
	Supplemental Description 1:								**Prev Revised:**	$25,000.00
	Supplemental Description 2:								**Final Amount:**	$22,300.00
									Bid Contract:	$25,000.00
									Net Change:	$-2,700.00
									PCT Change:	-10.80 %
	Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.									
36376(04)	0170	0100	610(A)5220	SY	$141.50	612.00	612.00	6.33	618.33 ✓	
	Item Description: 6" CONCRETE SIDEWALK								**This Change:**	$895.69
	Supplemental Description 1:								**Prev Revised:**	$86,598.00
	Supplemental Description 2:								**Final Amount:**	$87,493.69
									Bid Contract:	$86,598.00
									Net Change:	$895.69
									PCT Change:	1.03 %
	Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.									
36376(04)	0180	0100	619(A)6200	LS	$20,565.00	1.00	1.00	0.00	1.00 ✓	
	Item Description: REMOVAL OF STRUCTURES & OBSTRUCTIONS								**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$20,565.00
	Supplemental Description 2:								**Final Amount:**	$20,565.00
									Bid Contract:	$20,565.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
36376(04)	0190	0100	619(B)6364	SY	$20.30	157.00	198.22	0.01	198.23 ✓	
	Item Description: REMOVAL OF ASPHALT PAVEMENT								**This Change:**	$0.20
	Supplemental Description 1:								**Prev Revised:**	$4,023.86
	Supplemental Description 2:								**Final Amount:**	$4,024.06
									Bid Contract:	$3,187.10
									Net Change:	$836.96
									PCT Change:	26.26 %
	Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.									
36376(04)	0200	0100	619(B)6376	SY	$20.90	2,186.00	2,246.61	-0.01	2,246.60 ✓	
	Item Description: REMOVAL OF CONC.PAV.W/ASPH.OVERLAY								**This Change:**	$-0.20
	Supplemental Description 1:								**Prev Revised:**	$46,954.14
	Supplemental Description 2:								**Final Amount:**	$46,953.94
									Bid Contract:	$45,687.40
									Net Change:	$1,266.54
									PCT Change:	2.77 %
	Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.									
36376(04)	0210	0100	619(C)6600	LF	$24.70	98.00	98.00	745.00	843.00 ✓	
	Item Description: SAWING PAVEMENT								**This Change:**	$18,401.50
	Supplemental Description 1:								**Prev Revised:**	$2,420.60
	Supplemental Description 2:								**Final Amount:**	$20,822.10
									Bid Contract:	$2,420.60
									Net Change:	$18,401.50

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
									PCT Change:	760.20 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
36376(04)	0220	0200	501(B)1300	CY	$27.70	250.00	250.00	0.00	250.00 ✓	
	Item Description:		SUBSTRUCTURE EXCAVATION COMMON						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$6,925.00
	Supplemental Description 2:								**Final Amount:**	$6,925.00
									Bid Contract:	$6,925.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
36376(04)	0230	0200	501(G)1800	CY	$230.00	308.20	308.20	0.00	308.20 ✓	
	Item Description:		CLSM BACKFILL						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$70,886.00
	Supplemental Description 2:								**Final Amount:**	$70,886.00
									Bid Contract:	$70,886.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
36376(04)	0240	0200	502 3100	LS	$56,725.00	1.00	1.00	0.00	1.00 ✓	
	Item Description:		TEMPORARY EARTH RETAINAGE						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$56,725.00
	Supplemental Description 2:								**Final Amount:**	$56,725.00
									Bid Contract:	$56,725.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
36376(04)	0250	0200	503(A)4220	LF	$245.00	1,232.20	1,232.20	0.00	1,232.20 ✓	
	Item Description:		PRESTRESSED CONCRETE BEAMS (TYPE II)						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$301,889.00
	Supplemental Description 2:								**Final Amount:**	$301,889.00
									Bid Contract:	$301,889.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
36376(04)	0260	0200	504(A)5200	SY	$334.50	278.80	278.80	0.00	278.80 ✓	
	Item Description:		APPROACH SLAB						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$93,258.60
	Supplemental Description 2:								**Final Amount:**	$93,258.60
									Bid Contract:	$93,258.60
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
36376(04)	0270	0200	504(B)5300	SY	$5.05	1,314.50	1,314.50	0.00	1,314.50 ✓	
	Item Description:		SAW-CUT GROOVING						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$6,638.22
	Supplemental Description 2:								**Final Amount:**	$6,638.22
									Bid Contract:	$6,638.22
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
36376(04)	0280	0200	504(E)5520	LF	$138.50	396.40	396.40	0.00	396.40 ✓	
	Item Description:		42" F-SHAPED PARAPET						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$54,901.40
	Supplemental Description 2:								**Final Amount:**	$54,901.40
									Bid Contract:	$54,901.40
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
36376(04)	0290	0200	506(A)7200	LB	$3.20	3,290.00	3,290.00	0.00	3,290.00 ✓	

Item Description: STRUCTURAL STEEL
Supplemental Description 1:
Supplemental Description 2:

This Change:	$0.00
Prev Revised:	$10,528.00
Final Amount:	$10,528.00
Bid Contract:	$10,528.00
Net Change:	$0.00
PCT Change:	0.00 %

Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
36376(04)	0300	0200	507(A)8200	EA	$1,664.00	16.00	16.00	0.00	16.00 ✓	

Item Description: STAINLESS STEEL FIXED BEARING ASSEMBLY
Supplemental Description 1:
Supplemental Description 2:

This Change:	$0.00
Prev Revised:	$26,624.00
Final Amount:	$26,624.00
Bid Contract:	$26,624.00
Net Change:	$0.00
PCT Change:	0.00 %

Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
36376(04)	0310	0200	507(B)8300	EA	$1,664.00	32.00	32.00	0.00	32.00 ✓	

Item Description: STAINLESS STEEL EXP. BEARING ASSEMBLY
Supplemental Description 1:
Supplemental Description 2:

This Change:	$0.00
Prev Revised:	$53,248.00
Final Amount:	$53,248.00
Bid Contract:	$53,248.00
Net Change:	$0.00
PCT Change:	0.00 %

Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
36376(04)	0320	0200	509(A)0210	CY	$1,011.00	277.40	303.30	0.00	303.30 ✓	

Item Description: CLASS AA CONCRETE
Supplemental Description 1:
Supplemental Description 2:

This Change:	$0.00
Prev Revised:	$306,636.30
Final Amount:	$306,636.30
Bid Contract:	$280,451.40
Net Change:	$26,184.90
PCT Change:	9.33 %

Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
36376(04)	0330	0200	509(B)0320	CY	$997.50	200.60	200.60	0.00	200.60 ✓	

Item Description: CLASS A CONCRETE
Supplemental Description 1:
Supplemental Description 2:

This Change:	$0.00
Prev Revised:	$200,098.50
Final Amount:	$200,098.50
Bid Contract:	$200,098.50
Net Change:	$0.00
PCT Change:	0.00 %

Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
36376(04)	0340	0200	511 2100	EA	$49.60	500.00	500.00	0.00	500.00 ✓	

Item Description: MECHANICAL SPLICES
Supplemental Description 1:
Supplemental Description 2:

This Change:	$0.00
Prev Revised:	$24,800.00
Final Amount:	$24,800.00
Bid Contract:	$24,800.00
Net Change:	$0.00
PCT Change:	0.00 %

Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
36376(04)	0350	0200	511(B)2310	LB	$1.65	101,180.00	101,180.00	0.00	101,180.00 ✓	

Item Description: EPOXY COATED REINFORCING STEEL
Supplemental Description 1:
Supplemental Description 2:

This Change:	$0.00
Prev Revised:	$166,947.00
Final Amount:	$166,947.00
Bid Contract:	$166,947.00
Net Change:	$0.00
PCT Change:	0.00 %

Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
36376(04)	0360	0200	514(A)5220	LF	$62.10	664.00	664.00	93.18	757.18 ✓	

Item Description: PILES, FURNISHED (HP 12X53)
Supplemental Description 1:
Supplemental Description 2:

This Change:	$5,786.47
Prev Revised:	$41,234.40
Final Amount:	$47,020.87

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
									Bid Contract:	$41,234.40
									Net Change:	$5,786.47
									PCT Change:	14.03 %
	Explanations:		The required bearing capacity was not achieved within the quantities provided in the plans.							
36376(04)	0370	0200	514(B)5320	LF	$45.10	664.00	664.00	93.18	757.18 ✓	
	Item Description:		PILES, DRIVEN (HP 12X53)						This Change:	$4,202.41
	Supplemental Description 1:								Prev Revised:	$29,946.40
	Supplemental Description 2:								Final Amount:	$34,148.81
									Bid Contract:	$29,946.40
									Net Change:	$4,202.41
									PCT Change:	14.03 %
	Explanations:		The required bearing capacity was not achieved within the quantities provided in the plans.							
36376(04)	0380	0200	514(L)6300	EA	$500.00	1.00	1.00	7.00	8.00 ✓	
	Item Description:		PILE SPLICE, H-PILE (NON-BIDDABLE)						This Change:	$3,500.00
	Supplemental Description 1:								Prev Revised:	$500.00
	Supplemental Description 2:								Final Amount:	$4,000.00
									Bid Contract:	$500.00
									Net Change:	$3,500.00
									PCT Change:	700.00 %
	Explanations:		The required bearing capacity was not achieved within the quantities provided in the plans.							
36376(04)	0390	0200	515(A)7200	SY	$5.80	806.00	806.00	0.00	806.00 ✓	
	Item Description:		WATER REPELLENT (VISUALLY INSPECTED)						This Change:	$0.00
	Supplemental Description 1:								Prev Revised:	$4,674.80
	Supplemental Description 2:								Final Amount:	$4,674.80
									Bid Contract:	$4,674.80
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
36376(04)	0400	0200	516(A)8230	LF	$1,038.00	348.00	348.00	0.00	348.00 ✓	
	Item Description:		DRILLED SHAFTS 48" DIAMETER						This Change:	$0.00
	Supplemental Description 1:								Prev Revised:	$361,224.00
	Supplemental Description 2:								Final Amount:	$361,224.00
									Bid Contract:	$361,224.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
36376(04)	0410	0200	516(C)8400	EA	$6,441.00	2.00	2.00	0.00	2.00 ✓	
	Item Description:		CROSSHOLE SONIC LOGGING						This Change:	$0.00
	Supplemental Description 1:								Prev Revised:	$12,882.00
	Supplemental Description 2:								Final Amount:	$12,882.00
									Bid Contract:	$12,882.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
36376(04)	0420	0200	517 9110	SF	$25.40	1,184.00	1,184.00	0.00	1,184.00 ✓	
	Item Description:		ELASTOMERIC COATING						This Change:	$0.00
	Supplemental Description 1:								Prev Revised:	$30,073.60
	Supplemental Description 2:								Final Amount:	$30,073.60
									Bid Contract:	$30,073.60
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
36376(04)	0430	0200	518(B)0300	LF	$410.00	62.40	62.40	0.00	62.40 ✓	
	Item Description:		SEALED EXPANSION JOINTS						This Change:	$0.00
	Supplemental Description 1:								Prev Revised:	$25,584.00
	Supplemental Description 2:								Final Amount:	$25,584.00
									Bid Contract:	$25,584.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
36376(04)	0440	0200	601(B)1210	TON	$90.30	1,000.00	1,000.00	-486.02	513.98 ✓	

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
	Item Description: TYPE I PLAIN RIPRAP WITH FILTER BLANKET								**This Change:**	$-43,887.60
	Supplemental Description 1:								**Prev Revised:**	$90,300.00
	Supplemental Description 2:								**Final Amount:**	$46,412.39
									Bid Contract:	$90,300.00
									Net Change:	$-43,887.60
									PCT Change:	-48.60 %
	Explanations: During the project, it was determined less material was needed than expected to protect the streambed and abutments from erosion.									
36376(04)	0450	0200	613(H)6205	LF	$73.50	124.00	124.00	0.00	124.00 ✓	
	Item Description: 6" PERFORATED PIPE UNDERDRAIN ROUND								**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$9,114.00
	Supplemental Description 2:								**Final Amount:**	$9,114.00
									Bid Contract:	$9,114.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
36376(04)	0460	0200	613(I)6310	LF	$39.70	40.00	40.00	38.50	78.50 ✓	
	Item Description: 6" NON-PERF.PIPE UNDERDRAIN RND.								**This Change:**	$1,528.45
	Supplemental Description 1:								**Prev Revised:**	$1,588.00
	Supplemental Description 2:								**Final Amount:**	$3,116.45
									Bid Contract:	$1,588.00
									Net Change:	$1,528.45
									PCT Change:	96.25 %
	Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.									
36376(04)	0470	0200	619(D)6700	LS	$74,160.00	1.00	1.00	0.00	1.00 ✓	
	Item Description: REMOVAL OF EXISTING BRIDGE STRUCTURE								**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$74,160.00
	Supplemental Description 2:								**Final Amount:**	$74,160.00
									Bid Contract:	$74,160.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
36376(04)	0480	0201	202(D)2510	CY	$25.00	23.00	23.00	0.00	23.00 ✓	
	Item Description: UNCLASSIFIED BORROW								**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$575.00
	Supplemental Description 2:								**Final Amount:**	$575.00
									Bid Contract:	$575.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
36376(04)	0490	0201	240(A)2230	EA	$7,000.00	1.00	1.00	0.00	1.00 ✓	
	Item Description: REMOVING TREES 25" & MORE IN DIAMETER								**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$7,000.00
	Supplemental Description 2:								**Final Amount:**	$7,000.00
									Bid Contract:	$7,000.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
36376(04)	0500	0201	510(C)1470	SY	$179.50	304.60	304.60	0.00	304.60 ✓	
	Item Description: SLOPE WALL (6")								**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$54,675.70
	Supplemental Description 2:								**Final Amount:**	$54,675.70
									Bid Contract:	$54,675.70
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.									
36376(04)	0510	0201	535 7100	SY	$42.30	104.30	104.30	-42.37	61.93 ✓	
	Item Description: CORROSION INHIBITOR(SURFACE APPLIED)								**This Change:**	$-1,792.25
	Supplemental Description 1:								**Prev Revised:**	$4,411.89
	Supplemental Description 2:								**Final Amount:**	$2,619.63
									Bid Contract:	$4,411.89

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
									Net Change:	$-1,792.25
									PCT Change:	-40.62 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
36376(04)	0520	0201	540 8112	SY	$951.00	69.50	69.50	-41.06	28.44 ✓	
	Item Description:		(PL)REPAIR BRIDGE ITEMS						**This Change:**	$-39,048.06
	Supplemental Description 1:								**Prev Revised:**	$66,094.50
	Supplemental Description 2:								**Final Amount:**	$27,046.44
									Bid Contract:	$66,094.50
									Net Change:	$-39,048.06
									PCT Change:	-59.07 %
	Explanations:		During the project, it was determined less concrete repair was needed on Bridge B than initially expected.							
36376(04)	0530	0201	609(A)4270	LF	$7.30	65.00	65.00	2.00	67.00 ✓	
	Item Description:		CONC.CURB(8" BARRIER-INTEGRAL)						**This Change:**	$14.60
	Supplemental Description 1:								**Prev Revised:**	$474.50
	Supplemental Description 2:								**Final Amount:**	$489.10
									Bid Contract:	$474.50
									Net Change:	$14.60
									PCT Change:	3.07 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
36376(04)	0540	0201	609(B)4345	LF	$137.00	35.00	35.00	0.00	35.00 ✓	
	Item Description:		1'-8" COMB.CRB.& GUT.(8" BARRIER)						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$4,795.00
	Supplemental Description 2:								**Final Amount:**	$4,795.00
									Bid Contract:	$4,795.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
36376(04)	0550	0201	610(A)5220	SY	$138.00	67.00	67.00	-3.89	63.11 ✓	
	Item Description:		6" CONCRETE SIDEWALK						**This Change:**	$-536.82
	Supplemental Description 1:								**Prev Revised:**	$9,246.00
	Supplemental Description 2:								**Final Amount:**	$8,709.18
									Bid Contract:	$9,246.00
									Net Change:	$-536.82
									PCT Change:	-5.80 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
36376(04)	0560	0201	611(G)0350	EA	$7,957.00	2.00	2.00	0.00	2.00 ✓	
	Item Description:		INLET (SMD-TYPE 1)						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$15,914.00
	Supplemental Description 2:								**Final Amount:**	$15,914.00
									Bid Contract:	$15,914.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
36376(04)	0570	0201	613(EE) 5973	LF	$115.00	60.00	60.00	0.00	60.00 ✓	
	Item Description:		24" CORRUGATED POLYPROPYLENE PIPE						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$6,900.00
	Supplemental Description 2:								**Final Amount:**	$6,900.00
									Bid Contract:	$6,900.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
36376(04)	0580	0201	619(A)6200	LS	$14,695.00	1.00	1.00	0.00	1.00 ✓	
	Item Description:		REMOVAL OF STRUCTURES & OBSTRUCTIONS						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$14,695.00
	Supplemental Description 2:								**Final Amount:**	$14,695.00
									Bid Contract:	$14,695.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
			previous change order.							
36376(04)	0590	0201	619(B)6304	LS	$18,535.00	1.00	1.00	0.00	1.00 ✓	
	Item Description:		REMOVAL OF BRIDGE ITEMS						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$18,535.00
	Supplemental Description 2:								**Final Amount:**	$18,535.00
									Bid Contract:	$18,535.00
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
36376(04)	0600	0201	619(B)6400	LF	$15.60	51.00	78.00	0.00	78.00 ✓	
	Item Description:		REMOVAL OF CURB						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$1,216.80
	Supplemental Description 2:								**Final Amount:**	$1,216.80
									Bid Contract:	$795.60
									Net Change:	$421.20
									PCT Change:	52.94 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
36376(04)	0610	0201	619(B)6404	SY	$12.80	62.40	62.40	0.71	63.11 ✓	
	Item Description:		REMOVAL OF SIDEWALK						**This Change:**	$9.08
	Supplemental Description 1:								**Prev Revised:**	$798.72
	Supplemental Description 2:								**Final Amount:**	$807.80
									Bid Contract:	$798.72
									Net Change:	$9.08
									PCT Change:	1.13 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
36376(04)	0620	0201	619(B)6440	LF	$22.80	64.00	64.00	0.00	64.00 ✓	
	Item Description:		REMOVAL OF EXISTING PIPE						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$1,459.20
	Supplemental Description 2:								**Final Amount:**	$1,459.20
									Bid Contract:	$1,459.20
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
36376(04)	0630	0201	619(B)6476	LF	$29.30	27.20	27.20	0.00	27.20 ✓	
	Item Description:		REMOVAL OF EXISTING PARAPET						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$796.96
	Supplemental Description 2:								**Final Amount:**	$796.96
									Bid Contract:	$796.96
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
36376(04)	0640	0201	622(A)0220	LF	$165.00	60.30	60.30	0.00	60.30 ✓	
	Item Description:		2" PIPE RAILING						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$9,949.50
	Supplemental Description 2:								**Final Amount:**	$9,949.50
									Bid Contract:	$9,949.50
									Net Change:	$0.00
									PCT Change:	0.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
36376(04)	0650	0300	857(A)9200	LF	$0.16	13,695.00	13,695.00	-11,963.00	1,732.00 ✓	
	Item Description:		CONSTRUCTION TRAFFIC STR.(PAINT)(4" WIDE)						**This Change:**	$-1,914.08
	Supplemental Description 1:								**Prev Revised:**	$2,191.20
	Supplemental Description 2:								**Final Amount:**	$277.12
									Bid Contract:	$2,191.20
									Net Change:	$-1,914.08
									PCT Change:	-87.35 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
36376(04)	0660	0300	857(C)9400	LF	$1.60	2,000.00	2,000.00	5,073.00	7,073.00 ✓	
	Item Description:		REMOVABLE PAVEMENT MARKING TAPE(4" WIDE)						**This Change:**	$8,116.80

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
	Supplemental Description 1:								**Prev Revised:**	$3,200.00
	Supplemental Description 2:								**Final Amount:**	$11,316.80
									Bid Contract:	$3,200.00
									Net Change:	$8,116.80
									PCT Change:	253.65 %
	Explanations:	The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.								
36376(04)	0670	0300	857(F)9700	LF	$0.11	15,395.00	15,395.00	-12,110.00	3,285.00 ✓	
	Item Description:	PAVEMENT MRKNG.REMOVAL(TRAF.STRP)							**This Change:**	$-1,332.10
	Supplemental Description 1:								**Prev Revised:**	$1,693.45
	Supplemental Description 2:								**Final Amount:**	$361.35
									Bid Contract:	$1,693.45
									Net Change:	$-1,332.10
									PCT Change:	-78.66 %
	Explanations:	The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.								
36376(04)	0680	0300	871(B)2300	SD	$15.90	480.00	480.00	-199.00	281.00 ✓	
	Item Description:	CONST.ZONE IMPACT ATTEN.							**This Change:**	$-3,164.10
	Supplemental Description 1:								**Prev Revised:**	$7,632.00
	Supplemental Description 2:								**Final Amount:**	$4,467.90
									Bid Contract:	$7,632.00
									Net Change:	$-3,164.10
									PCT Change:	-41.45 %
	Explanations:	The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.								
36376(04)	0690	0300	877(B)4300	LF	$45.30	350.00	350.00	65.50	415.50 ✓	
	Item Description:	DELIVER PORTABLE LONGITUDINAL BARRIER							**This Change:**	$2,967.15
	Supplemental Description 1:								**Prev Revised:**	$15,855.00
	Supplemental Description 2:								**Final Amount:**	$18,822.15
									Bid Contract:	$15,855.00
									Net Change:	$2,967.15
									PCT Change:	18.71 %
	Explanations:	The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.								
36376(04)	0700	0300	877(C)4400	LF	$6.30	350.00	350.00	27.00	377.00 ✓	
	Item Description:	RELOCATION OF PORT. LONGITUDINAL BARRIER							**This Change:**	$170.10
	Supplemental Description 1:								**Prev Revised:**	$2,205.00
	Supplemental Description 2:								**Final Amount:**	$2,375.10
									Bid Contract:	$2,205.00
									Net Change:	$170.10
									PCT Change:	7.71 %
	Explanations:	The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.								
36376(04)	0710	0300	880(A)6200	SD	$15.90	480.00	480.00	140.00	620.00 ✓	
	Item Description:	ARROW DISPLAY(TYPE A)							**This Change:**	$2,226.00
	Supplemental Description 1:								**Prev Revised:**	$7,632.00
	Supplemental Description 2:								**Final Amount:**	$9,858.00
									Bid Contract:	$7,632.00
									Net Change:	$2,226.00
									PCT Change:	29.16 %
	Explanations:	Construction signs were placed in accordance with the contract specifications and the MUTCD to provide adequate guidance for the traveling public.								
36376(04)	0720	0300	880(B)6300	SD	$2.10	960.00	960.00	-292.00	668.00 ✓	
	Item Description:	CONSTRUCTION SIGNS 0 TO 6.25 SF							**This Change:**	$-613.20
	Supplemental Description 1:								**Prev Revised:**	$2,016.00
	Supplemental Description 2:								**Final Amount:**	$1,402.80
									Bid Contract:	$2,016.00
									Net Change:	$-613.20
									PCT Change:	-30.41 %
	Explanations:	Construction signs were placed in accordance with the contract specifications and the MUTCD to provide adequate guidance for the traveling public.								
36376(04)	0730	0300	880(B)6310	SD	$2.10	3,840.00	3,840.00	6,404.00	10,244.00 ✓	
	Item Description:	CONSTRUCTION SIGNS 6.26 SF TO 15.99 SF							**This Change:**	$13,448.40
	Supplemental Description 1:								**Prev Revised:**	$8,064.00
	Supplemental Description 2:								**Final Amount:**	$21,512.40
									Bid Contract:	$8,064.00
									Net Change:	$13,448.40

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
									PCT Change:	166.77 %
	Explanations:		Construction signs were placed in accordance with the contract specifications and the MUTCD to provide adequate guidance for the traveling public.							
36376(04)	0740	0300	880(C)6410	SD	$3.15	1,200.00	1,200.00	3,240.00	4,440.00 ✓	
	Item Description:		CONSTRUCTION BARRICADES(TYPE III)						**This Change:**	$10,206.00
	Supplemental Description 1:								**Prev Revised:**	$3,780.00
	Supplemental Description 2:								**Final Amount:**	$13,986.00
									Bid Contract:	$3,780.00
									Net Change:	$10,206.00
									PCT Change:	270.00 %
	Explanations:		Construction signs were placed in accordance with the contract specifications and the MUTCD to provide adequate guidance for the traveling public.							
36376(04)	0750	0300	880(E)6600	SD	$1.05	1,920.00	1,920.00	14,997.00	16,917.00 ✓	
	Item Description:		WARNING LIGHTS(TYPE A)						**This Change:**	$15,746.85
	Supplemental Description 1:								**Prev Revised:**	$2,016.00
	Supplemental Description 2:								**Final Amount:**	$17,762.85
									Bid Contract:	$2,016.00
									Net Change:	$15,746.85
									PCT Change:	781.09 %
	Explanations:		Construction signs were placed in accordance with the contract specifications and the MUTCD to provide adequate guidance for the traveling public.							
36376(04)	0760	0300	880(E)6610	SD	$0.06	21,600.00	21,600.00	-3,902.00	17,698.00 ✓	
	Item Description:		WARNING LIGHTS(TYPE C)						**This Change:**	$-234.12
	Supplemental Description 1:								**Prev Revised:**	$1,296.00
	Supplemental Description 2:								**Final Amount:**	$1,061.88
									Bid Contract:	$1,296.00
									Net Change:	$-234.12
									PCT Change:	-18.06 %
	Explanations:		Construction signs were placed in accordance with the contract specifications and the MUTCD to provide adequate guidance for the traveling public.							
36376(04)	0770	0300	880(F)6700	SD	$0.37	21,600.00	21,600.00	16,931.00	38,531.00 ✓	
	Item Description:		DRUMS						**This Change:**	$6,264.47
	Supplemental Description 1:								**Prev Revised:**	$7,992.00
	Supplemental Description 2:								**Final Amount:**	$14,256.47
									Bid Contract:	$7,992.00
									Net Change:	$6,264.47
									PCT Change:	78.38 %
	Explanations:		Construction signs were placed in accordance with the contract specifications and the MUTCD to provide adequate guidance for the traveling public.							
36376(04)	0780	0300	882(A)8210	SD	$15.90	508.00	508.00	162.00	670.00 ✓	
	Item Description:		PORT.CHANGEABLE MESSAGE SIGN						**This Change:**	$2,575.80
	Supplemental Description 1:								**Prev Revised:**	$8,077.20
	Supplemental Description 2:								**Final Amount:**	$10,653.00
									Bid Contract:	$8,077.20
									Net Change:	$2,575.80
									PCT Change:	31.88 %
	Explanations:		Construction signs were placed in accordance with the contract specifications and the MUTCD to provide adequate guidance for the traveling public.							
36376(04)	0790	0301	805(A)3252	EA	$105.50	4.00	4.00	2.00	6.00 ✓	
	Item Description:		(PL)REMOVAL OF EXISTING SIGNS						**This Change:**	$211.00
	Supplemental Description 1:								**Prev Revised:**	$422.00
	Supplemental Description 2:								**Final Amount:**	$633.00
									Bid Contract:	$422.00
									Net Change:	$211.00
									PCT Change:	50.00 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							
36376(04)	0800	0301	805(D)3528	EA	$211.50	3.00	3.00	2.00	5.00 ✓	
	Item Description:		(PL)REMOVE & RESET EXISTING SIGNS						**This Change:**	$423.00
	Supplemental Description 1:								**Prev Revised:**	$634.50
	Supplemental Description 2:								**Final Amount:**	$1,057.50
									Bid Contract:	$634.50
									Net Change:	$423.00
									PCT Change:	66.66 %
	Explanations:		The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.							

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
36376(04)	0810	0301	850(A)1200	SF	$26.40	31.50	31.50	15.19	46.69 ✓	

Item Description: SHEET ALUMINUM SIGNS
Supplemental Description 1:
Supplemental Description 2:

This Change:	$401.01
Prev Revised:	$831.60
Final Amount:	$1,232.61
Bid Contract:	$831.60
Net Change:	$401.01
PCT Change:	48.22 %

Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
36376(04)	0820	0301	851(B)2305	LF	$26.40	30.00	30.00	78.00	108.00 ✓	

Item Description: 2"@3.65 GALV.STL.PIPE POST
Supplemental Description 1:
Supplemental Description 2:

This Change:	$2,059.20
Prev Revised:	$792.00
Final Amount:	$2,851.20
Bid Contract:	$792.00
Net Change:	$2,059.20
PCT Change:	260.00 %

Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
36376(04)	0830	0301	856(A)8200	LF	$0.48	14,663.00	14,663.00	258.00	14,921.00 ✓	

Item Description: TRAFFIC STRIPE(MULTI-POLY.)(4" WIDE)
Supplemental Description 1:
Supplemental Description 2:

This Change:	$123.84
Prev Revised:	$7,038.24
Final Amount:	$7,162.08
Bid Contract:	$7,038.24
Net Change:	$123.84
PCT Change:	1.75 %

Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
36376(04)	0840	0301	856(A)8208	LF	$2.10	1,616.00	1,616.00	-102.00	1,514.00 ✓	

Item Description: TRAFFIC STRIPE(MULTI-POLY.)(8" WIDE)
Supplemental Description 1:
Supplemental Description 2:

This Change:	$-214.20
Prev Revised:	$3,393.60
Final Amount:	$3,179.40
Bid Contract:	$3,393.60
Net Change:	$-214.20
PCT Change:	-6.31 %

Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
36376(04)	0850	0301	856(A)8216	LF	$6.35	275.00	275.00	-4.00	271.00 ✓	

Item Description: TRAFFIC STRIPE(MULTI-POLY.)(24" WIDE)
Supplemental Description 1:
Supplemental Description 2:

This Change:	$-25.40
Prev Revised:	$1,746.25
Final Amount:	$1,720.85
Bid Contract:	$1,746.25
Net Change:	$-25.40
PCT Change:	-1.45 %

Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
36376(04)	0860	0301	856(B)8304	EA	$211.50	9.00	9.00	0.00	9.00 ✓	

Item Description: TRAFFIC STRIPE(MULTI-POLY.)(ARROWS)
Supplemental Description 1:
Supplemental Description 2:

This Change:	$0.00
Prev Revised:	$1,903.50
Final Amount:	$1,903.50
Bid Contract:	$1,903.50
Net Change:	$0.00
PCT Change:	0.00 %

Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
36376(04)	0870	0301	857(F)9700	LF	$0.11	15,888.00	15,888.00	-4,397.00	11,491.00 ✓	

Item Description: PAVEMENT MRKNG.REMOVAL(TRAF.STRP)
Supplemental Description 1:
Supplemental Description 2:

This Change:	$-483.67
Prev Revised:	$1,747.68
Final Amount:	$1,264.01
Bid Contract:	$1,747.68
Net Change:	$-483.67
PCT Change:	-27.67 %

Explanations: The final quantity is within 5% of the original plan quantity or the final cost of this item is within $20,000 of the original item total cost.

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
36376(04)	0880	0301	857(F)9710	EA	$15.90	9.00	9.00	0.00	9.00 ✓	

Item Description: PAVEMENT MARKING REMOVAL(ARROWS)
Supplemental Description 1:
Supplemental Description 2:

This Change:	$0.00
Prev Revised:	$143.10
Final Amount:	$143.10

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change

Bid Contract: $143.10
Net Change: $0.00
PCT Change: 0.00 %

Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.

36376(04) 0890 0301 857(F)9720 EA $15.90 4.00 4.00 0.00 4.00 ✓
Item Description: PAVEMENT MARKING REMOVAL(WORDS)
Supplemental Description 1:
Supplemental Description 2:
This Change: $0.00
Prev Revised: $63.60
Final Amount: $63.60
Bid Contract: $63.60
Net Change: $0.00
PCT Change: 0.00 %

Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.

36376(04) 0900 0400 632 0100 LS $10,500.00 1.00 1.00 0.00 1.00 ✓
Item Description: (PL) SITESCAPING
Supplemental Description 1:
Supplemental Description 2:
This Change: $0.00
Prev Revised: $10,500.00
Final Amount: $10,500.00
Bid Contract: $10,500.00
Net Change: $0.00
PCT Change: 0.00 %

Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.

36376(04) 0910 0400 850(D)1510 EA $792.50 1.00 1.00 0.00 1.00 ✓
Item Description: SPECIAL SIGNS
Supplemental Description 1:
Supplemental Description 2:
This Change: $0.00
Prev Revised: $792.50
Final Amount: $792.50
Bid Contract: $792.50
Net Change: $0.00
PCT Change: 0.00 %

Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.

36376(04) 0920 0600 642(B)3300 LS $32,100.00 1.00 1.00 0.00 1.00 ✓
Item Description: CONSTRUCTION STAKING LEVEL II
Supplemental Description 1:
Supplemental Description 2:
This Change: $0.00
Prev Revised: $32,100.00
Final Amount: $32,100.00
Bid Contract: $32,100.00
Net Change: $0.00
PCT Change: 0.00 %

Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.

36376(04) 0930 0640 220 1100 LS $4,000.00 1.00 1.00 0.00 1.00 ✓
Item Description: SWPPP DOCUMENTATION AND MANAGEMENT
Supplemental Description 1:
Supplemental Description 2:
This Change: $0.00
Prev Revised: $4,000.00
Final Amount: $4,000.00
Bid Contract: $4,000.00
Net Change: $0.00
PCT Change: 0.00 %

Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.

36376(04) 0940 0640 641 2110 LS $142,859.48 1.00 1.00 0.00 1.00 ✓
Item Description: MOBILIZATION
Supplemental Description 1:
Supplemental Description 2:
This Change: $0.00
Prev Revised: $142,859.48
Final Amount: $142,859.48
Bid Contract: $142,859.48
Net Change: $0.00
PCT Change: 0.00 %

Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.

36376(04) 8000 0100 412 3100 SY $9.70 0.00 6,295.00 0.00 6,295.00 ✓
Item Description: COLD MILLING PAVEMENT
Supplemental Description 1:
Supplemental Description 2:
This Change: $0.00
Prev Revised: $61,061.50
Final Amount: $61,061.50
Bid Contract: $0.00
Net Change: $61,061.50
PCT Change: 100.00 %

Explanations: The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a

Prj Nbr	Itm Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	Final Asbuilt Qty	Amount of Change
			previous change order.							
36376(04)	8001	0100	104 3220	LS	$6,636.60	0.00	1.00	0.00	1.00 ✓	
	Item Description:		CONSTRUCTION MISCELLANEOUS						**This Change:**	$0.00
	Supplemental Description 1:		Steel plates used for ADA compliance						**Prev Revised:**	$6,636.60
	Supplemental Description 2:								**Final Amount:**	$6,636.60
									Bid Contract:	$0.00
									Net Change:	$6,636.60
									PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
36376(04)	8002	0100	411(C)1420	TON	$-6.25	0.00	578.00	0.00	578.00 ✓	
	Item Description:		SUPERPAVE, TYPE S4(PG 70-28 OK)						**This Change:**	$0.00
	Supplemental Description 1:		LI 0130 Major Item Unit Price Adjustment						**Prev Revised:**	$-3,612.50
	Supplemental Description 2:								**Final Amount:**	$-3,612.50
									Bid Contract:	$0.00
									Net Change:	$-3,612.50
									PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							
36376(04)	8003	0200	430 2100	LS	$-312.50 ✓	0.00	1.00	0.00	1.00 ✓	
	Item Description:		PAVEMENT/BRIDGE SMOOTHNESS ADJUSTMENT						**This Change:**	$0.00
	Supplemental Description 1:								**Prev Revised:**	$-312.50
	Supplemental Description 2:								**Final Amount:**	$-312.50
									Bid Contract:	$0.00
									Net Change:	$-312.50
									PCT Change:	100.00 %
	Explanations:		The final asbuilt quantity is equivalent to the bid quantity or, is equivalent to the amount approved on a previous change order.							

TOTAL VALUE FOR CHANGE ORDER 002 : $-16,512.19

Contract ID	240188	Primary County	OKLAHOMA	Primary PCN	36376(04)
Change Order Nbr	002	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.

Tammy Robinson (Signature) | Tammy Robinson (Name(Printed)) | Chief Estimator (Company Title)

Subscribed and sworn before me this 13th day of July year of 2026

My commission expires 4.12.2028

Melissa Kerr (Notary Public) | 24004949 (Commission Number)

MELISSA KERR NOTARY # 24004949 EXP. 04/12/28 PUBLIC STATE OF OKLAHOMA

Oklahoma Department of Transportation Section

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

P.E. Seal

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

Signature

Contract ID	240188	Primary County	OKLAHOMA	Primary PCN	36376(04)
Change Order Nbr	002	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: July 28, 2026

Subject: Discussion, consideration, and possible action of approving Supplemental and Modification Agreement No. 1 for State Job Number 38082(04) (05)(06)(07), with the Oklahoma Department of Transportation (ODOT) to revise the scope of the original Project Maintenance, Financing, and Right-Of-Way Agreement.

On November 14, 2023, City Council approved a project agreement for State Job Number 38082(04)(05)(06)(07) with the Oklahoma Department of Transportation (ODOT) for a future federal project to reconstruct the intersection of SE 29th Street and Douglas Boulevard. Design has now been completed on the project, and the total construction cost has been adjusted based on an updated estimate, which resulted in a reduction in the amount of ACOG-STBG funding and local match needed for the project. Supplemental and Modification Agreement No. 1 moves unobligated Congress Delegation funding from Right-of-Way Acquisition and Utility Relocation to Construction and reduces the local match from $1,475,500.00 to $1,113,667.00.

This Agreement was previously approved by Council on June 23, 2026; however, an error was discovered in Section 4.1, New Funding Table, which has been corrected in the Agreement attached.

Approval is at the discretion of the Council.

Respectfully,

R. Paul Streets

R. Paul Streets
Public Works Director

Attachment

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL AND MODIFICATION AGREEMENT NO. 1
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT

MWC: RECONSTRUCT INTERSECTION OF SE 29TH ST & DOUGLAS BLVD NEW CONCRETE SURFACE, SIGNALS AND SIDEWALK

Project No.: STP-255N(635)AG

State Job No.: 38082(04)(05)(06)(07)

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

WITNESSETH

WHEREAS, It is deemed necessary by the Department and Sponsor, and in order to revise the scope of the original Project Maintenance, Financing, And Right-Of-Way Agreement; and,

WHEREAS, Under the terms of Section 11 of the original Project Maintenance, Financing, And Right-Of-Way Agreement, said revisions must be reduced to a written supplemental agreement and executed by the Department and Sponsor**.**

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

A. The following sections are hereby modified from the original Project Maintenance, Financing, And Right-Of-Way Agreement;

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a not-to-exceed, total estimated ACOG-STBG cost of **$2,452,836** as described below:

Old Funding Table – NOTE Total Estimated Cost corrected in Funding Table

FUNDING SOURCE =>			FFY23 Congress Delegation		ACOG-STBG		Sponsor	
STATE JOB PIECE NO.	**DESCRIPTION**	**TOTAL *ESTIMATED* COST**	**SHARE (%)**	**AMOUNT**	**SHARE (%)**	**AMOUNT**	**SHARE (%)**	**AMOUNT**
38082(05)	Design -	$497,707	80%	$398,166			20%	$99,541
38082(06)	Right-of-Way	$867,605	80%	$694,084			20%	$173,521
38082(07)	Utilities -	$200,000	80%	$160,000			20%	$40,000
38082(04)	Construction (With 6% Inspection)	$5,812,188	80 up to a limit of	$1,147,750	80 up to a limit of	$3,502,000	Remainder	$1,162,438
Total		**$7,377,500**	**Total=>**	**$2,400,000**	**Total=>**	**$3,502,000**	**Total=>**	**$1,475,500**

New Funding Table

FUNDING SOURCE =>			FFY23 Congress Delegation		ACOG-STBG		Sponsor	
STATE JOB PIECE NO.	**DESCRIPTION**	**TOTAL *ESTIMATED* COST**	**SHARE (%)**	**AMOUNT**	**SHARE (%)**	**AMOUNT**	**SHARE (%)**	**AMOUNT**
38082(05)	Design -	$497,707	80%	$398,166			20%	$99,541
38082(06)	Right-of-Way	$0	80%	$0			20%	$0
38082(07)	Utilities -	$0	80%	$0			20%	$0
38082(04)	Construction (With 6% Inspection)	$5,568,337	80 up to a limit of	$2,001,834	80 up to a limit of	$2,452,836	Remainder	$1,113,667
Total		**$6,066,044**	**Total=>**	**$2,400,000**	**Total=>**	**$2,452,836**	**Total=>**	**$1,213,208**

This supplement is to move 38082(06) Right of Way and 38082(07) Utilities FFY23 Congress Delegation funding to 38082(04) Construction FFY23 Congress Delegation funding due to the Sponsor paying for the right of way and utility costs. The total construction cost has been adjusted based on an updated estimated reducing the amount of ACOG-STBG funding.

4.2 Furthermore, the Department and the Sponsor agree that actual FFY23 Congress Delegation costs incurred by project phases **(JP 38082(04,05,06,07)** may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this agreement, without formal supplemental agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the SPONSOR and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The SPONSOR will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this agreement. A refund will then be made by the Department to the SPONSOR or additional funding will be requested. The SPONSOR agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

B. That the original Project Maintenance, Financing, And Right-Of-Way Agreement is hereby modified as above described, said agreement in all other respects shall remain unchanged and in full force and effect.

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

The Sponsor, City of Midwest City on this _____ of _____, 2026, and the Department on _____.

THE CITY OF MIDWEST CITY

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY OF MIDWEST CITY

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

_____
Local Government Division DATE

_____
Director of Project Delivery DATE

APPROVED AS TO FORM
AND LEGALITY

APPROVED

_____
General Counsel DATE

_____
Deputy Director DATE

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

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: July 28, 2026

Subject: Discussion, consideration, and possible action of approving Supplemental and Modification Agreement No. 1 for State Job Number 37938(04)(05)(06)(07), with the Oklahoma Department of Transportation (ODOT) to revise the scope of the original Project Maintenance, Financing, and Right-Of-Way Agreement.

On October 24, 2023, City Council approved a project agreement for State Job Number 37938(04)(05)(06)(07) with the Oklahoma Department of Transportation (ODOT) for a future federal project to extend the Bomber Rail to Trail project from Quinlan Park to the southeast corner of Sooner Road and Reno Avenue. Design has now been completed on the project, and the total construction cost has been adjusted based on an updated estimate, which resulted in an increase in the amount of TAP funding and local match needed for the project. Supplemental and Modification Agreement No. 1 increases the TAP funding available for construction from $600,000.00 to $834,786.00 and increases the local match needed from $150,000.00 to $208,697.00. The project will be bid by ODOT in August 2026 with construction to begin in Fall 2026.

Funding will be available in Project # 062401, Account # 065-0610-452.40-06.

Approval is at the discretion of the Council.

Respectfully,

R. Paul Streets

R. Paul Streets
Public Works Director

Attachment

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL AND MODIFICATION AGREEMENT NO. 1
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT

MIDWEST CITY: BOMBER RAIL TO TRAIL FROM S. SOONER RD TO QUINLAN PARK

Project No.: TAP3-255E(757)AG

State Job No.: 37938(04)

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

WITNESSETH

WHEREAS, It is deemed necessary by the Department and Sponsor, and in order to revise the scope of the original Project Maintenance, Financing, And Right-Of-Way Agreement; and,

WHEREAS, Under the terms of Section 11 of the original Project Maintenance, Financing, And Right-Of-Way Agreement, said revisions must be reduced to a written supplemental agreement and executed by the Department and Sponsor**.**

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

A. The following sections are hereby modified from the original Project Maintenance, Financing, And Right-Of-Way Agreement;

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a not-to-exceed, total estimated TAP cost of $834,786 as described below:

Old Funding Table

FUNDING SOURCE =>			TAP		SPONSOR	
STATE JOB PIECE NO.	**DESCRIPTION**	**TOTAL *ESTIMATED* COST**	**SHARE (%)**	**AMOUNT**	**SHARE (%)**	**AMOUNT**
37938(05)	Design -	$250,000	80	$200,000	20	$50,000
37938(04)	Construction - (With 6% Inspection)	$750,000	80 up to a limit of	$600,000	Remainder	$150,000
Total		**$1,000,000**	**Total=>**	**$800,000**	**Total=>**	**$200,000**

New Funding Table

FUNDING SOURCE =>			TAP		SPONSOR	
STATE JOB PIECE NO.	**DESCRIPTION**	**TOTAL *ESTIMATED* COST**	**SHARE (%)**	**AMOUNT**	**SHARE (%)**	**AMOUNT**
37938(05)	Design -	$250,000	80	$200,000	20	$50,000
37938(04)	Construction - (With 6% Inspection)	$1,043,483	80 up to a limit of	$834,786	Remainder	$208,697
Total		**$1,293,483**	**Total=>**	**$1,034,786**	**Total=>**	**$258,697**

This supplement is to adjust funding in accordance with updated final project estimate and increase TAP funds

4.2 Furthermore, the Department and the Sponsor agree that actual TAP costs incurred by project phases **(JP 37938(04,05)** may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this agreement, without formal supplemental agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the SPONSOR and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The SPONSOR will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined, and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this agreement. A refund will then be made by the Department to the SPONSOR or additional funding will be requested. The SPONSOR agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

B. That the original Project Maintenance, Financing, And Right-Of-Way Agreement is hereby modified as above described, said agreement in all other respects shall remain unchanged and in full force and effect.

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

The Sponsor, _____ on this _____ of _____, 20____, and the Department on the _____ day of _____, 20____.

THE CITY OF MIDWEST CITY

APPROVED AS TO FORM
AND LEGALITY

By _____
City Attorney

By _____
Mayor

By _____
Attest: City Clerk

(SEAL): Approved – THE CITY OF MIDWEST CITY

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

_____
Local Government Division DATE

_____
Director of Project Delivery DATE

APPROVED AS TO FORM
AND LEGALITY

APPROVED

_____
General Counsel DATE

_____
Deputy Director DATE

MIDWEST CITY
Where the Spirit Flies High
www.midwestcityok.org

Public Works Administration
R. Paul Streets, Director
pstreets@midwestcityok.org
Carrie J. Evenson, Assistant Director
cevenson@midwestcityok.org
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110
Office: 405-739-1066

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: July 28, 2026

Subject: Discussion, consideration, and possible action of adopting the annual water meter schedule of fees review as allowed per Midwest City Municipal Code, Chapter 43 Water, Sewer, Sewage Disposal and Stormwater Quality, Article II, Water, Section 18 Installation fees; meter installation, etc.

Section 43-18 – Installation fees; meter installation, etc.

(a) The fees for installation of water service and meter shall be as determined on a schedule of fees provided by the public works director or designee prior to July 1st of each calendar year or, as the cost of materials and labor increase or decrease, the schedule shall be revised to reflect the increases or decreases in cost as necessary, after approval by the council. Fees for connection to the water system and installation or purchase of a water meter shall be paid at the time the building permit is issued. All meters shall be furnished and installed by the city.

The table below shows the annual adjustment, which includes the actual cost Public Works, Line Maintenance, pays for water meters that are purchased for new construction projects prior to installation. The proposed schedule of fees reflects an increase of water meter pricing to begin July 29, 2026. Public Works, Line Maintenance, will provide costs for water meters, eight (8) inch diameter or larger, to Community Development when needed for permit applicants. *Important to note, this increase reflects the actual cost of the meters borne by Public Works, Line Maintenance, and will not generate any revenue.*

Size	2025-2026	2026-2027
5/8 X 3/4”	$ 811	$ 838
1”	$ 536	$ 973
1 ½”	$ 876	$ 1043
2”	$ 1326	$ 1653
3”	$ 1916	$ 1993
4”	$ 3091	$ 3623
6”	$ 5226	$ 6278
8” and larger	**TBD** *(Supplier quote + Foreman delivery and inspection)*	**TBD** *(Supplier quote + Foreman delivery and inspection)*

Respectfully,

R. Paul Streets

R. Paul Streets
Public Works Director

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

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: July 28, 2026

Subject: Discussion, consideration, and possible action of accepting a Grant of Permanent Easement from Griffin Properties, OKC, LLC, across property located at 9001 SE 29th Street within the Southwest Corner of the Southwest Quarter (SW/4) of Section Thirteen (13), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma within the municipal corporate boundaries of Midwest City.

The City has entered into an agreement, generally known as State Job Number 38082(04)(05)(06)(07), with the Oklahoma Department of Transportation (ODOT) for a federal aid project to construct improvements to the intersection at SE 29th Street and Douglas Boulevard. To do this, additional easements are needed to construct these improvements. One such permanent easement is located at 9001 SE 29th Street within the Southwest Corner of the Southwest Quarter (SW/4) of Section Thirteen (13), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. The property is owned by Griffin Properties, OKC, LLC, and will be purchased for the Fair Market Value of $3,000.00.

Once the City accepts this easement, it can be filed in the land records which will enable the City to construct the needed intersection improvements.

Action is at the discretion of the Council.

Respectfully,

R. Paul Streets
Public Works Director

RETURN TO CITY CLERK
100 N. Midwest Boulevard
Midwest City, OK 73110

Project: 38082(05)
Address: 9001 SE 29th St

GRANT OF PERMANENT EASEMENT

KNOW ALL BY THESE PRESENTS:

That **Griffin Properties, OKC, LLC (grantor)**, of **Oklahoma** County, **Oklahoma**, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, a permanent easement across, over and under the following described lots, tracts or parcels of land situated in Oklahoma County, State of Oklahoma, to-wit:

See Attachement "A"

This easement is granted for the purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, and/or build improvement(s) upon the above-described lots, parcels or tracts of land and includes the permanent right of ingress and egress for employees, tools and equipment of the City of Midwest City, its officers, agents, contractors and employees.

The consideration herein covers any and all kinds and character of damages or injury that may be sustained directly or indirectly to any lands owned by the Grantor by reason of the construction and maintenance of such improvements.

Grantor hereby covenants and warrants that at the time of the delivery of this easement that the above-described real estate and premises are free of all liens and claims whatsoever, except **none** and that they will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all claiming to the contrary.

WITNESS the hands of the parties this 29 day of June, 2026.

Deborah Ellis

STATE OF Oklahoma)
)ss.
COUNTY OF Oklahoma)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 29 day of June, 2026, personally appeared Deborah Ellis, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as a free and voluntary act and deed for the uses and purposes herein set forth.

WITNESS, my hand and seal this 29 day of June, 2026.

My Commission Number: 25009569

NOTARY PUBLIC

ROBERT J. LUCERE NOTARY PUBLIC # 25009569 EXP. 08/13/29 STATE OF OKLAHOMA

My Commission expires: 08/13/29

Accepted by the CITY OF MIDWEST CITY, OKLAHOMA this _____ day of

_____ 20___.

CITY OF MIDWEST CITY, OKLAHOMA

_____
Mayor

Attest: (seal)

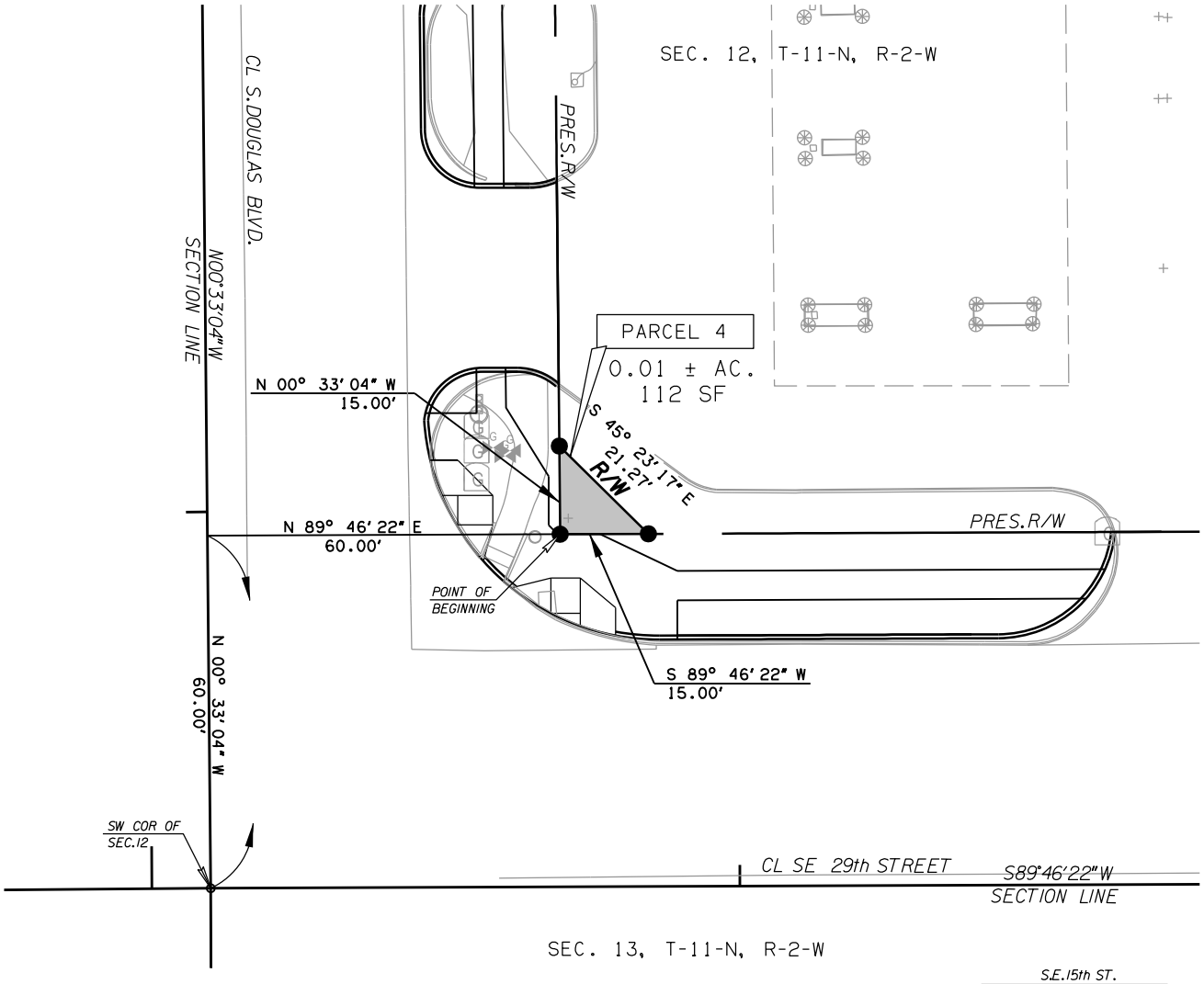
_____
Sara Hancock, City Clerk

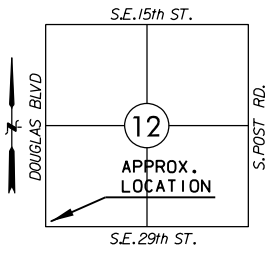
Approved as to form and legality this _____ day of _____ 20____.

.

_____
Don Maisch, City Attorney

PARCEL 4





LEGAL DESCRIPTION:

A STRIP, PIECE OR PARCEL OF LAND LYING IN PART OF THE SW1/4 OF SECTION 12, T11N, R2W IM IN OKLAHOMA COUNTY, OKLAHOMA. SAID PARCEL OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT WHERE THE PRESENT NORTH RIGHT-OF-WAY LINE OF SE 29 STREET INTERSECTS THE PRESENT EAST RIGHT-OF-WAY LINE OF S. DOUGLAS BOULEVARD A DISTANCE OF 60.00 FEET N 00°33'04' W OF AND 60.00 FEET N 89°46'22"E OF THE SW CORNER OF SAID SW1/4, THENCE N 00°33'04" W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 15.00 FEET, THENCE S 45°23'17"E A DISTANCE OF 21.27 FEET TO A POINT ON THE PRESENT SOUTH RIGHT-OF-WAY LINE OF SE 29TH STREET, THENCE S 89°46'22"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.01 ACRES (112 SQ. FT.) MORE OR LESS.

ALL BEARINGS CONTAINED IN THIS DESCRIPTION ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM AND ARE NOT ASTRONOMICAL BEARINGS.





15' 0 15' 30'

SCALE

THIS DESCRIPTION WAS PREPARED BY:

JUSTIN L. TALCOTT, P.L.S. #1646

This sketch is not a boundary survey. It is intended to show the configuration of proposed easements. It should not be used to locate property lines and does not meet the Minimum Standards for Property Boundary Surveys.

PREPARED AND SUBMITTED BY:

POE & ASSOCIATES INC.
Oklahoma City, Oklahoma
CA NO. 541

DATE: 12/03/2025

S.E. 29th ST. AT S. DOUGLASS BLVD.

PERMANENT R/W

ATTACHMENT "A"

MIDWEST CITY
Where the Spirit Flies High
www.midwestcityok.org

Public Works Administration
R. Paul Streets, Director
pstreets@midwestcityok.org
405-739-1061
Carrie Evenson,
Assistant Public Works Director
cevenson@midwestcityok.org
405-739-1062
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Owner(s): Griffin Properties OKC. LLC

Project: J/P#38082(04), Parcel 4, City of Midwest City Intersection Improvements Project – S Douglas Blvd and SE 29th Street

A transportation improvement project has been planned for construction in your area. This project will require that the City of Midwest City purchase real property which you may own or have an interest in. Our right-of-way agent will show you the available plans on this project, which will depict the area(s) needed from you. Attached to this letter is a separate Summary Statement of Just Compensation depicting specifically what is and is not being purchased. The agent presenting this letter will explain the project and its effect upon you and your property, and is making an offer to purchase right-of-way from you in the name of the City.

Our offer is as follows:

To buy land, the offer is $ 3,000.00.

Of the above amount, $ 0.00 is for damages.

The above offer, contingent upon your ability to convey marketable title, is the amount the City has determined to be the Fair Market Value of the part of your property needed inclusive of damages (if any) to your remaining property. The right-of-way agent making the offer is not authorized to change any of the above amounts. We encourage you to read and familiarize yourself with the attached brochure entitled Property Rights Brochure which fully explains our land acquisition process.

If it is necessary for you to move any of your personal property, you will be given at least 90 days from the date shown below to clear the right-of-way.

Your consideration of our purchase offer to buy your property will be appreciated.

Sincerely,

Carrie Evenson
Assistant Public Works Director

Verbal and Written Notice Given on: April 24, 2026

By: Rob Maucere, Right of Way Agent, Poe and Associates, Inc.

Your Right-of-Way Agent can be contacted at: 405-754-6167 or robert.maucere@poeandassociates.com

SUMMARY STATEMENT OF JUST COMPENSATION

OWNER	**Griffin Properties OKC, LLC**	Job Piece No.	**38082(05)**
		Parcel No.	**4**
TENANT	**NONE**	County	**Oklahoma**
		Federal R/W No.:	**STP-255N(639)AG**

FAIR MARKET VALUE offer of parcel(s) to be purchased.

$ **3,000.00** of which $ **0.00** is damage to property not purchased.

Document(s) detailing the location of the parcel(s) and the interest(s) to be purchased in land is attached.

The following buildings/improvements which are located on the parcel(s) to be purchased include:

NONE

Any and all items considered to be fixtures located in the buildings/improvments are to be purchased unless otherwise noted in this statement. No personal property is to be purchased.

DO NOT HESITATE TO CONTACT YOUR ACQUISITION AGENT IN THE EVENT YOU NEED ANY CLARIFICATION AS TO WHAT IS AND IS NOT SPECIFICALLY BEING PURCHASED.

The following items are considered damaged and include:

NONE

FENCING ***(new right-of-way only)***

No Fence	**XXX**
Acquiring Agency to Construct	
Owner Compensated to Replace	

Remarks: Owner compensated for Permanent Right of Way **112** SF for Parcel **4**


ETHANOL FREE
AVAILABLE



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

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: July 28, 2026

Subject: Discussion, consideration, and possible action of accepting a Grant of Temporary Easement from Shaw Investment Properties, LLC, across property located at 2917 South Douglas Boulevard within the Southeast Corner of the Southeast Quarter (SE/4) of Section Eleven (11), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma within the municipal corporate boundaries of Midwest City.

The City has entered into an agreement, generally known as State Job Number 38082(04)(05)(06)(07), with the Oklahoma Department of Transportation (ODOT) for a federal aid project to construct improvements to the intersection at SE 29th Street and Douglas Boulevard. To do this, additional easements are needed to construct these improvements. Three such temporary easements are located at 2917 South Douglas Boulevard within the Southeast Corner of the Southeast Quarter (SE/4) of Section Eleven (11), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. The property is owned by Griffin Properties, OKC, LLC, and will be purchased for the Fair Market Value of $510.00.

Once the City accepts this easement, it can be filed in the land records which will enable the City to construct the needed intersection improvements.

Action is at the discretion of the Council.

Respectfully,

R. Paul Streets
Public Works Director

WAIVER VALUATION FORM

DATE: 3/24/2026 J/P PIECE NO. 38082(05)

COUNTY: Oklahoma PARCEL NO. 3,5,6

The following property involves compensation of $15,000.00 or less and, as such is not required to be appraised. The following information is submitted for your use. (Summary Statement of Just Compensation form attached.)

OWNER(S): Shaw Investment Properties, LLC

OWNER(S) ADDRESS: 2917 S Douglas Blvd, Midwest City, OK 73130

TENANT: NONE

COMPENSATION: $510.00 DAMAGES: $0.00 SALVAGE: N/A

IMPROVEMENTS: NONE

DAMAGES: NONE

COMMENTS: **See attached property table for land valuation comps 1 - 3**

TOTAL $ 510.00

I hereby certify that I have no direct, present or contemplated future personal interest in such property, or in any way benefit from the acquisition from the acquisition of such property being valued.

Chris Mach	4/15/2025	**$510.00**
Evaluator: Chris Mach	**Date:**	**Amount**

Recommend Approval of Above Amounts:

N/A		
Manager, Acquisition Branch	**Date**	**Amount**

Above Amounts Approved:

Carrie Evenson	4/20/2026	**$510.00**
Carrie Evenson, Asst Public Works Director	**Date**	**Amount**

WAIVER VALUATION WORKSHEET

OWNER(S) Shaw Investment Properties, LLC

ADDRESS 2917 S Douglas Blvd, Midwest City, OK 73130

JOB PIECE 38082(05)
PROJECT STP-255N(639)AG
COUNTY Oklahoma
PARCEL 3,5,6

Parcel	Type of Acquisition	Size of Acq.			Value	%	Compensation
3	Temporary Construction Easement	98.00	SqFt	@	$26.00	20%	$ 509.60
5	Temporary Driveway Easement	1125.00	SqFt	@	$26.00	0%	$ 0.00
6	Temporary Driveway Easement	1460.00	SqFt	@	$26.00	0%	$ 0.00

Cost to Cure Damages:

NONE

Improvement(s) Acquired:

NONE

Project Balance Adjustment

Comments:

No Fence

Land	$	509.60
Project Balance Adjustment	$	0.00
Damages	$	0.00
Improvements	$	0.00
TOTAL OFFER	$	509.60
rd. to	$	**510.00**

R/W Form 165 Rev. 9/2022

MIDWEST CITY
Where the Spirit Flies High
www.midwestcityok.org

Public Works Administration
R. Paul Streets, Director
pstreets@midwestcityok.org
405-739-1061
Carrie Evenson,
Assistant Public Works Director
cevenson@midwestcityok.org
405-739-1062
8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Owner(s): Shaw Investment Properties, LLC

Project: J/P#38082(04), Parcels 3, 5, 6 City of Midwest City Intersection Improvements Project – S Douglas Blvd and SE 29th Street

A transportation improvement project has been planned for construction in your area. This project will require that the City of Midwest City purchase real property which you may own or have an interest in. Our right-of-way agent will show you the available plans on this project, which will depict the area(s) needed from you. Attached to this letter is a separate Summary Statement of Just Compensation depicting specifically what is and is not being purchased. The agent presenting this letter will explain the project and its effect upon you and your property, and is making an offer to purchase right-of-way from you in the name of the City.

Our offer is as follows:

To purchase temporary construction easement, the offer is $ 510.00 .

Of the above amount, $ 0.00 is for damages.

The above offer, contingent upon your ability to convey marketable title, is the amount the City has determined to be the Fair Market Value of the part of your property needed inclusive of damages (if any) to your remaining property. The right-of-way agent making the offer is not authorized to change any of the above amounts. We encourage you to read and familiarize yourself with the attached brochure entitled Property Rights Brochure which fully explains our land acquisition process.

If it is necessary for you to move any of your personal property, you will be given at least 90 days from the date shown below to clear the right-of-way.

Your consideration of our purchase offer to buy your property will be appreciated.

Sincerely,

Carrie Evenson

Carrie Evenson
Assistant Public Works Director

Verbal and Written Notice Given on: _____

By: _____

Your Right-of-Way Agent can be contacted at: _____

SUMMARY STATEMENT OF JUST COMPENSATION

OWNER	**Shaw Investment Properties, LLC**	Job Piece No.	**38082(05)**
		Parcel No.	**3, 5, 6**
TENANT	**NONE**	County	**Oklahoma**
		Federal R/W No.:	**STP-255N(639)AG**

FAIR MARKET VALUE offer of parcel(s) to be purchased.

$ **510.00** of which $ **0.00** is damage to property not purchased.

Document(s) detailing the location of the parcel(s) and the interest(s) to be purchased in land is attached.

The following buildings/improvements which are located on the parcel(s) to be purchased include:

NONE

Any and all items considered to be fixtures located in the buildings/improvments are to be purchased unless otherwise noted in this statement. No personal property is to be purchased.

DO NOT HESITATE TO CONTACT YOUR ACQUISITION AGENT IN THE EVENT YOU NEED ANY CLARIFICATION AS TO WHAT IS AND IS NOT SPECIFICALLY BEING PURCHASED.

The following items are considered damaged and include:

NONE

FENCING *(new right-of-way only)*

No Fence	**XXX**
Acquiring Agency to Construct	
Owner Compensated to Replace	

Remarks: Owner compensated for Temporary Right of Way **98.00** SqFt for Parcel **3**


REGULAR
E-10
DIESEL










TACO BELL

GRANT OF TEMPORARY EASEMENT

KNOW ALL BY THESE PRESENTS:

That Shaw Investment Properties, LLC, (grantor) for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto _____ (grantee) a temporary public easement across, over and under the following described lots, tracts or parcels of land situated in Oklahoma County, State of Oklahoma, to-wit:

See Exhibit "A"

The consideration herein covers all kinds and character of damages or injury that may be sustained directly or indirectly to any lands owned by the Grantor by reason of the construction and maintenance of such improvements.

The temporary easement will terminate Two Years from the date of the instrument and revert to the landowner. The project contractor will make every effort to return the surface of the property to the same condition as before construction began.

_____

, Manager

_____

WITNESS the hands of the parties this _____ day of _____, 202___.

ATTEST _____, City Clerk

_____, Mayor

STATE OF OKLAHOMA

) ss.

COUNTY OF OKLAHOMA

Before me, the undersigned Notary Public in and for the state and county aforesaid , on this ____day of _____, 202__ personally appeared _____ of City of Midwest City to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

WITNESS, my hand and seal this ____ day of _____, 202___.

My Commission expires: NOTARY PUBLIC:

_____

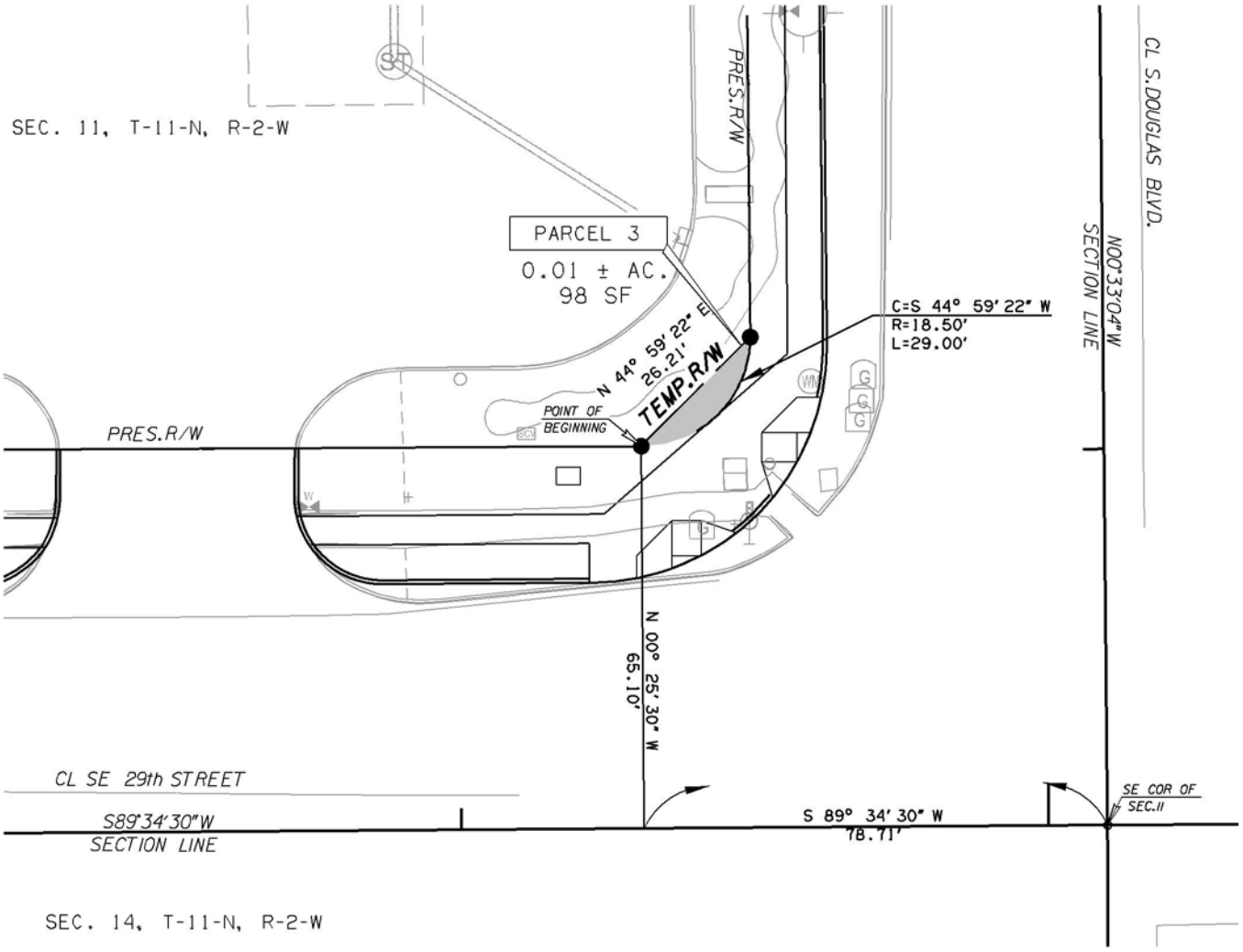
Approved by City Attorney_____Date:

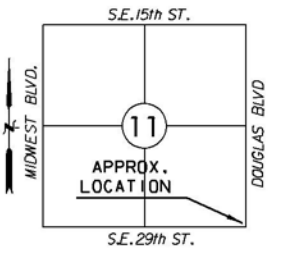
Approved by Chairman_____ Date:

RETURN TO: City Clerk 100 N Midwest Boulevard Midwest City OK 73110

Midwest Intersection SE 29 and Douglas /JP # 38082(05) / City of Midwest City / Parcel No: 1 / 100 N Midwest Blvd

PARCEL 3





LEGAL DESCRIPTION:

A STRIP, PIECE OR PARCEL OF LAND LYING IN PART OF THE SE1/4 OF SECTION 11, T11N, R2W IM IN OKLAHOMA COUNTY, OKLAHOMA. SAID PARCEL OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE PRESENT NORTH RIGHT-OF-WAY LINE OF SE 29TH STREET A DISTANCE OF 78.71 FEET S 89°34'30"W OF AND 65.10 FEET N 00°25'30"W OF THE SE CORNER OF SAID SE1/4, THENCE N 44°59'22"E A DISTANCE OF 26.21 FEET TO A POINT ON THE PRESENT WEST RIGHT-OF-WAY LINE OF S. DOUGLAS BOULEVARD, THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A CHORD BEARING OF S 44°59'22" W AND HAVING A RADIUS OF 18.50 FEET AN ARC DISTANCE OF 29.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.01 ACRES (98 SQ. FT.) MORE OR LESS.

ALL BEARINGS CONTAINED IN THIS DESCRIPTION ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM AND ARE NOT ASTRONOMICAL BEARINGS.





15' 0 15' 30'
SCALE

THIS DESCRIPTION WAS PREPARED BY:

JUSTIN L. TALCOTT, P.L.S. #1646

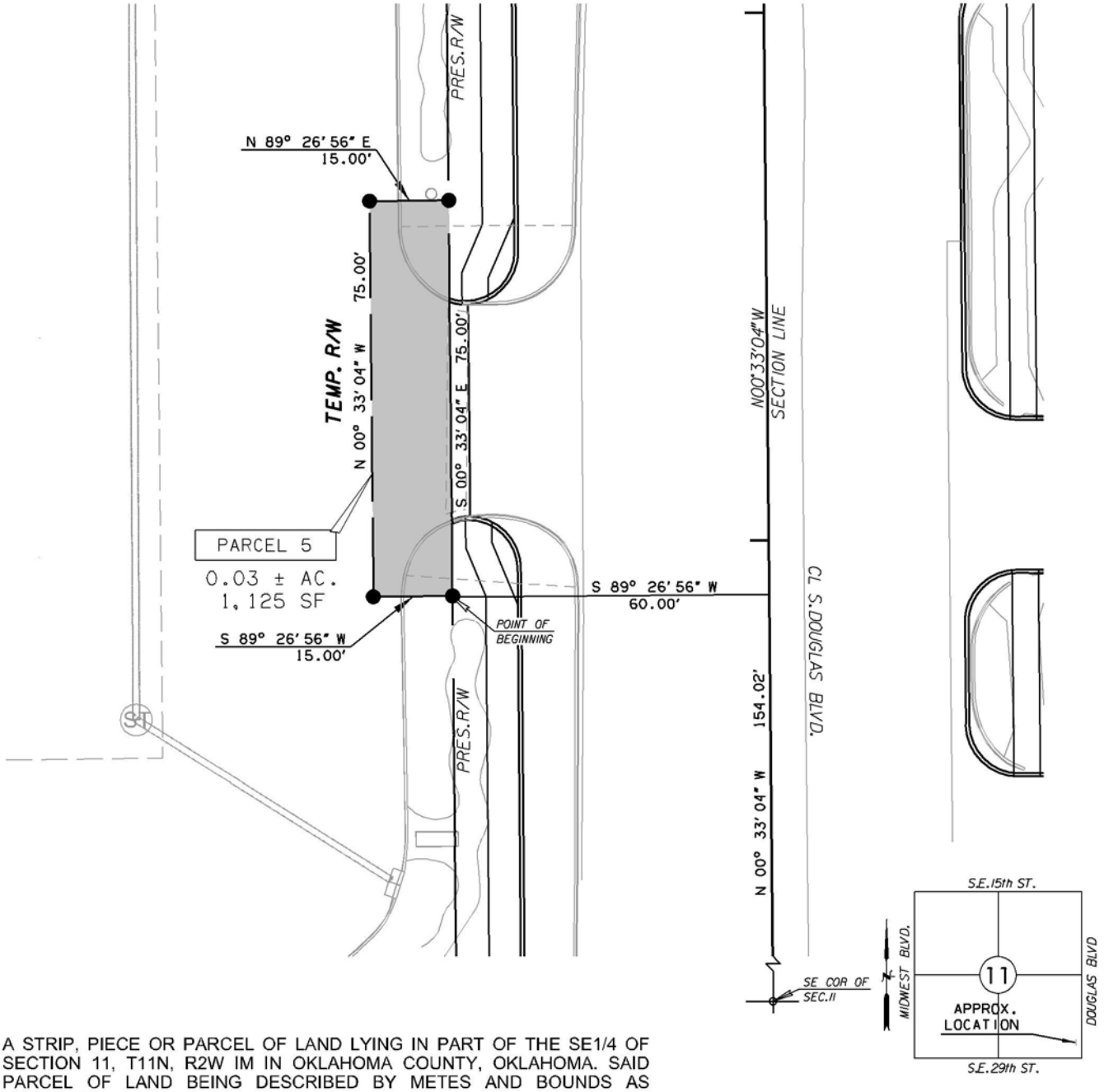
This sketch is not a boundary survey. It is intended to show the configuration of proposed easements. It should not be used to locate property lines and does not meet the Minimum Standards for Property Boundary Surveys.

PREPARED AND SUBMITTED BY:
POE & ASSOCIATES INC.
Oklahoma City, Oklahoma
CA NO. 541

DATE: 12/03/2025
S.E. 29th ST. AT S. DOUGLASS BLVD.
TEMPORARY EASEMENT

ATTACHMENT "A"

PARCEL 5



A STRIP, PIECE OR PARCEL OF LAND LYING IN PART OF THE SE1/4 OF SECTION 11, T11N, R2W IM IN OKLAHOMA COUNTY, OKLAHOMA. SAID PARCEL OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE PRESENT WEST RIGHT-OF-WAY LINE OF S. DOUGLAS BOULEVARD A DISTANCE OF 154.02 FEET N 00°33'04"W OF AND 60.00 FEET S 89°26'56"W OF THE SE CORNER OF SAID SE1/4, THENCE S 89°26'56" W A DISTANCE OF 15.00 FEET, THENCE N 00°33'04"W A DISTANCE OF 75.00 FEET, THENCE N 89°26'56"E A DISTANCE OF 15.00 FEET TO A POINT ON THE PRESENT WEST RIGHT-OF-WAY LINE OF S. DOUGLAS BOULEVARD, THENCE S 00°33'04' E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.03 ACRES (1,125 SQ. FT.) MORE OR LESS.

ALL BEARINGS CONTAINED IN THIS DESCRIPTION ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM AND ARE NOT ASTRONOMICAL BEARINGS.

THIS DESCRIPTION WAS PREPARED BY:

JUSTIN L. TALCOTT, P.L.S. #1646

This sketch is not a boundary survey. It is intended to show the configuration of proposed easements. It should not be used to locate property lines and does not meet the Minimum Standards for Property Boundary Surveys.





15' 0 15' 30'

SCALE

PREPARED AND SUBMITTED BY:

POE & ASSOCIATES INC.
Oklahoma City, Oklahoma
CA NO. 541

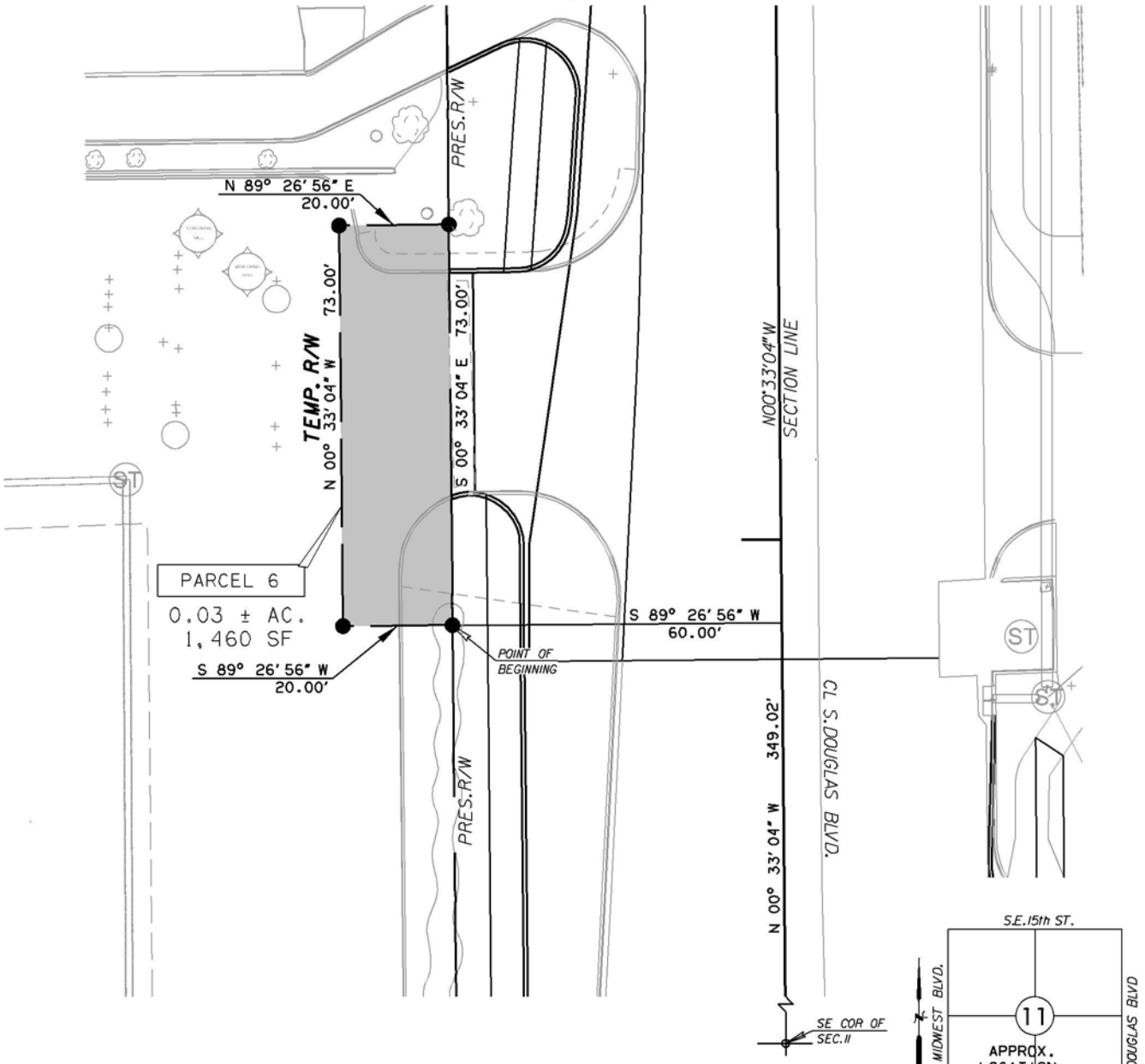
DATE: 12/03/2025

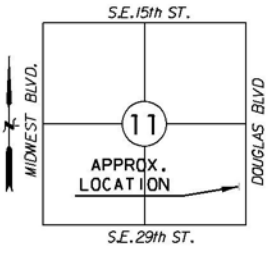
S.E. 29th ST. AT S. DOUGLASS BLVD.

TEMPORARY EASEMENT

ATTACHMENT "A"

PARCEL 6





A STRIP, PIECE OR PARCEL OF LAND LYING IN PART OF THE SE1/4 OF SECTION 11, T11N, R2W IM IN OKLAHOMA COUNTY, OKLAHOMA. SAID PARCEL OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

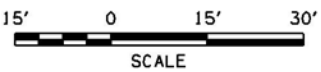
BEGINNING AT A POINT ON THE PRESENT WEST RIGHT-OF-WAY LINE OF S. DOUGLAS BOULEVARD A DISTANCE OF 349.02 FEET N 00°33'04"W OF AND 60.00 FEET S 89°26'56"W OF THE SE CORNER OF SAID SE1/4, THENCE S 89°26'56" W A DISTANCE OF 20.00 FEET, THENCE N 00°33'04"W A DISTANCE OF 73.00 FEET, THENCE N 89°26'56"E A DISTANCE OF 20.00 FEET TO A POINT ON THE PRESENT WEST RIGHT-OF-WAY LINE OF S. DOUGLAS BOULEVARD, THENCE S 00°33'04' E ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 73.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.03 ACRES (1,460 SQ. FT.) MORE OR LESS.

ALL BEARINGS CONTAINED IN THIS DESCRIPTION ARE BASED ON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM AND ARE NOT ASTRONOMICAL BEARINGS.







THIS DESCRIPTION WAS PREPARED BY:

JUSTIN L. TALCOTT, P.L.S. #1646

This sketch is not a boundary survey. It is intended to show the configuration of proposed easements. It should not be used to locate property lines and does not meet the Minimum Standards for Property Boundary Surveys.

PREPARED AND SUBMITTED BY:

POE & ASSOCIATES INC.
Oklahoma City, Oklahoma
CA NO. 541

DATE: 03/27/2026

S.E. 29th ST. AT S. DOUGLAS BLVD.

TEMPORARY EASEMENT

ATTACHMENT "A"

	Subject	Comp1	Comp2	Comp3
Name	Shaw Investment Properties LLC	RSC Ventures LLC	SFR WR LLC	Black Knight 24 LLC
Address	2917 S Douglas Blvd	2701 W. Memorial Rd	1007 NW Eubanks St	5925 SE 15th St
City	Midwest City	Oklahoma City	Oklahoma City	Midwest City
State	OK	OK	OK	OK
Zip	73130	73134	73118	73110
County	Oklahoma County	Oklahoma County	Oklahoma County	Oklahoma County
Land Type	Commercial	Commercial	Commercial	Commercial
Transaction Price	NA	$1,750,000	$925,000	$1,669,000
Transaction Price per $/Acre	NA	$875,000	$693,750	$1,023,926
Sale Date	NA	7/22/2025	9/16/2025	6/21/2024
Acres	1.69	2	0.75	1.63
Access	City Road	City Road	City Road	City Road



DID YOU KNOW?
Assessment Fact:
Oklahoma County has 4,622 homes valued at more than $1 Million
Read more

Larry Stein Oklahoma County Assessor (405) 713-1200 - Public Access System

Home | Contact Us | Guest Book | Map Search | New Search

Real Property Display - Screen Produced 3/23/2026 10:17:59 AM

Account: R134014015	Type: Commercial	Location:	2701 W MEMORIAL RD
Building Name/Occupant:	PARKING LOT (FORMERLY BAKER ST PUB & GRILL)	Parcel Map	OKLAHOMA CITY
Owner Name 1:	RSC VENTURES LLC	Parcel PIN#:	3627-13-401-4015
Owner Name 2:		1/4 section #:	3627
Owner Name 3:		Parent Acct:	
Billing Address:	2701 W MEMORIAL RD	Tax District:	TXD 212
City, State, Zip	OKLAHOMA CITY, OK 73134-8034	School System:	Edmond #12
Country: *(If noted)*		Land Size:	94,772.0000 Square Feet
Personal Property	Land Value: 1,577,953	Treasurer:	Click to View Taxes
Sect 7-T13N-R3W Qtr SW	UNPLTD PT SEC 7 13N 3W Block 000 Lot 000	Subdivision Sales	

Full Legal Description: UNPLTD PT SW4 SEC 7 13N 3W BEG 322.42FT N & 75FT E & 67.21FT SE & 1018.28FT E OF SW/C SW4 TH N599.43FT E33.35FT SE85.49FT E102.90FT S522.97FT W176FT TO BEG EX A TR BEG 322.42FT N & 75FT E & 67.21FT SE & 1109.44FT E & 462.92FT N OF SW/C SW4 TH N25FT E35FT S25FT W35FT TO BEG SUBJ TO ESMTS OF RECORD

No comparable sales report available.





No comparable sales returned.

Value History (*The County Treasurer 405-713-1300 posts & collects actual tax amounts. Contact information HERE)

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2025	1,503,162	1,503,162	165,347	0	165,347	120.32	$19,895	$0
2024	1,599,940	1,599,940	175,993	0	175,993	119.96	$21,112	$0
2023	1,600,820	1,600,820	176,090	0	176,090	119.02	$20,958	$0
2022	2,226,014	2,226,014	244,861	0	244,861	120.10	$29,408	$0
2021	2,287,274	2,287,274	251,600	0	251,600	118.88	$29,910	$0

-- -- > >| [1/6]

Property Account Status/Adjustments/Exemptions

Account #	Exemption Description	Amount

No adjustment/exemption records returned.

Property Deed Transaction History (Recorded in the County Clerk's Office)

Date		Type	Book	Page	Price	Grantor	Grantee
7/23/2025	>	Deeds	16176	263	$1,750,000	XK AGI LLC	RSC VENTURES LLC
5/8/2021	>	Deeds	14777	1013	$2,200,000	TINGHO INVESTMENTS INC	XK AGI LLC
2/9/2005	>	Other	9610	814	$0	CHINA COURT INC	TINGHO INVESTMENTS INC
4/7/2004	>	Other	9270	1020	$0	CHERRY BLOSSOM ROOM INC	CHINA COURT INC
11/12/1997	>	Historical	7188	645	$1,350,000	GENERAL MILLS RESTAURANTS INC	CHERRY BLOSSOM ROOM INC

-- -- > >| [1/2]

Last Mailed Notice of Value (N.O.V.) Information/History

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2026	03/23/2026	1,722,599	1,722,599	189,485	0	189,485
2020	03/16/2020	2,449,089	2,438,075	268,188	0	268,188
2017	03/20/2017	2,376,079	2,339,886	257,387		
2016	03/14/2016	2,415,836	2,228,464	245,130	0	245,130
2015	03/26/2015	2,444,108	2,122,348	233,457	0	233,457

-- -- > >| [1/2]

Property Building Permit History

Issued	Permit #	Provided by	Bldg #	Description	Est Construction Cost	Status
12/19/2025	BLDC-2025-06883		1	Supplement	1,500,000	Active
11/10/2025	BLDC-2025-05063		1	Commercial	1,500,000	Active
8/18/2022	BLDD-2022-05827		1	Demolish		Inactive
1/25/2022	BLDC-2021-06996		1	Cell Tower	23,000	Inactive
10/21/2019	BLDC2019-03669		1	Commercial	49,500	Inactive

-- -- > >| [1/3]

Click button on building number to access detailed information:

	Bldg #	Vacant/Improved Land	Bldg Description	Year Built	SqFt	# Stories
Click	1	Improved	Restaurant	2025	8,337	1 Stories

2025072501107091 B: 16176 P: 263
07/25/2025 09:20:24 AM Pgs: 5
Fee: $26.00 Doc Stamp: $2625.00
Maressa Treat, County Clerk
Oklahoma County - State of Oklahoma

UNOFFICIAL

Chicago Title Oklahoma
210 Park Ave, Ste 210
Oklahoma Tower
Oklahoma City, OK 73102
File #: 7107025004109

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT XK AGI, LLC party of the first part, in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable considerations to it in hand paid, the receipt of which is hereby acknowledged does hereby grant, bargain, sell and convey unto **RSC Ventures, LLC, an Oklahoma limited liability company** party of the second part, the following described real property and premises situate in Oklahoma County, State of Oklahoma, to-wit:

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

Subject to easements, rights of way and restrictive covenants of record. Less and except all oil, gas and other minerals previously reserved or conveyed of record.

Together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same to be free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature made or suffered to be made by the party of the first part.

TO HAVE AND TO HOLD the above described premises unto the said parties of the second part, its successors, heirs and assigns forever.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed and delivered July 23, 2025:

XK AGI, LLC

BY: _____
William X. Kerber, III
Managing Member

The State of OKLAHOMA

LLC ACKNOWLEDGMENT

County of OKLAHOMA

Before me, the undersigned a Notary Public, in and for said County and State, on this 23rd day of July, 2025 personally appeared William X. Kerber, III, Managing Member of XK AGI, LLC to me known to be the identical person(s) who signed the name of the maker thereof to the within foregoing instrument as its Managing Member, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

L. FOREE
NOTARY PUBLIC
STATE OF OKLAHOMA
Commission # 12008866 Expires 09/19/28

_____
Notary Public in and for the State of OKLAHOMA
Notary's Printed Name: _____
Notary's Commission Expires: _____

SPECIAL WARRANTY DEED
(continued)

Mail Deed and Tax Statements To:
RSC Ventures, LLC, an Oklahoma limited liability company

Presented for filing by and return to:
Chicago Title Oklahoma Co.
1601 NW Expressway, Suite 1000
Oklahoma City, OK 73118
File No.: 710702500409
Title Insurance Commitment, if any, issued by:
Chicago Title Insurance Company

UNOFFICIAL

EXHIBIT "A"
Legal Description

For Tax Map ID(s): 134014015

A part of the Southwest Quarter (SW/4) of Section Seven (7), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma and being more particularly described as follows:

Commencing at the Southwest corner of said Southwest Quarter (SW/4); thence North 00°00'00" East along the West line of said Southwest Quarter (SW/4) a distance of 322.42 feet; thence North 90°00'00" East a distance of 75.00 feet to the East right-of-way line of North May Avenue; thence South 44°15'54" East along said right-of-way, a distance of 67.21 feet, to the North right-of-way for Memorial Road; thence South 89°39'50" East along said right-of-way line a distance of 1018.28 feet to the point of beginning; thence North 00°20'10" East a distance of 599.43 feet to a point on the South right-of-way of Northwest 138th Street; thence South 89°39'50" East along said right-of-way line, a distance of 33.35 feet; thence South 26°13'44" East a distance of 85.49 feet; thence South 89°39'50" East a distance of 102.90 feet; thence South 00°10'10" West a distance of 522.97 feet to a point on the North right-of-way line for Memorial Road; thence North 89°39'50" West a distance of 176.06 feet to the point of beginning.

Less and except the following described tract of land:
A tract of land lying in and being a part of the Southwest Quarter (SW/4) of Section Seven (7), Township Thirteen (13) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southwest Corner of said Southwest Quarter (SW/4); THENCE North 00°00'00" West along the West line of said Southwest Quarter (SW/4), a distance of 322.42 feet; THENCE North 90°00'00" East a distance of 75.00 feet to the West right-of-way line of May Avenue; THENCE South 44°15'54" East along said right-of-way a distance of 67.21 feet to the North right-of-way line for Memorial Road; THENCE South 89°39'50" East along said right-of-way line, a distance of 1109.44 feet; THENCE North 00°20'10" East, a distance of 462.98 feet to a Mag Nail W/3948 Tag Set for the Southwest corner and POINT OF BEGINNING of the herein described tract; THENCE North 00°55'54" West a distance of 25.00 feet to a Mag Nail W/3948 Tag Set for the Northwest corner; THENCE North 89°36'22" East, a distance of 35.00 feet to a Mag Nail W/3948 Tag for the Northeast corner; THENCE South 00°55'54" East a distance of 25.00 feet to a Mag Nail W/3948 Tag Set for the Southeast corner; THENCE South 89°36'22" West a distance of 35.00 feet; to the POINT OF BEGINNING.

UNOFFICIAL

OAG 2024-2 - NON-EXEMPT BUSINESS/TRUST

Exhibit to Deed

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: NON-EXEMPT BUSINESS OR TRUST

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned Matthew H Sebacher (list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states:

1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.
2. I am a/an Member/Manager (role, such as titled officer or trustee) of RSC Ventures, LLC, an Oklahoma limited liability company (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (referred to herein as the "Entity"). I am duly authorized to record this Affidavit on behalf of the Entity, which is taking title to the real property identified in the Deed to which this Affidavit is attached (the "Property"), and to bind the Entity for the consequences of any false statements in this Affidavit.
3. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

   No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.
4. The Entity acquired title to the Property in compliance with the requirements of 60 O.S. § 121 and no funding source was used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.
5. If the Entity is a trust, its grantor(s), trustees and all direct and contingent beneficiaries are United States citizens or bona fide residents of the State of Oklahoma. If the Entity is a business, its direct and indirect owner(s) is/are United States citizens(s) or bona fide residents of the State of Oklahoma.
6. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages sufferes or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

AFFIANT, individually and as authorized agent of the Entity — Date: 7/23/25

The foregoing instrument was subscribed and sworn to before me this 23 day of July, 2025, by Matthew H Sebacher, Member/Manager.

NOTARY PUBLIC

My Commission Expires:

My Commission No.:

M. ROBERTS NOTARY # 04000422 EXP. 01/15/28 PUBLIC STATE OF OKLAHOMA

UNOFFICIAL

OAG 2024-2 - NON-EXEMPT BUSINESS/TRUST

Exhibit to Deed

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: NON-EXEMPT BUSINESS OR TRUST

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

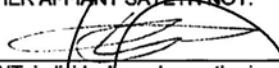
TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned Wakana K Sebscher (list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states:

1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.
2. I am a/an Member/Manager (role, such as titled officer or trustee) of RSC Ventures, LLC, an Oklahoma limited liability company (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (referred to herein as the "Entity"). I am duly authorized to record this Affidavit on behalf of the Entity, which is taking title to the real property identified in the Deed to which this Affidavit is attached (the "Property"), and to bind the Entity for the consequences of any false statements in this Affidavit.
3. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

   No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.
4. The Entity acquired title to the Property in compliance with the requirements of 60 O.S. § 121 and no funding source was used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.
5. If the Entity is a trust, its grantor(s), trustees and all direct and contingent beneficiaries are United States citizens or bona fide residents of the State of Oklahoma. If the Entity is a business, its direct and indirect owner(s) is/are United States citizens(s) or bona fide residents of the State of Oklahoma.
6. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

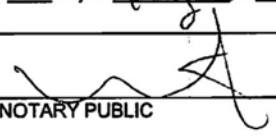
FURTHER AFFIANT SAYETH NOT.



AFFIANT, individually and as authorized agent of the Entity

7/23/25
Date

The foregoing instrument was subscribed and sworn to before me this 23rd day of July, 2025, by Wakana K Sebscher, Member/Manager.



NOTARY PUBLIC

My Commission Expires: _____

My Commission No.: _____



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Tax Exemptions can save you money!
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Real Property Display - Screen Produced 3/23/2026 10:21:08 AM

Account: R048685100	Type: Commercial	Location:	1007 NW EUBANKS ST
Building Name/Occupant:		Parcel Map	OKLAHOMA CITY
Owner Name 1:	SFR WR LLC	Parcel PIN#:	2684-04-868-5100
Owner Name 2:		1/4 section #:	2684
Owner Name 3:		Parent Acct:	2684-04-868-5400
Billing Address:	6824 N ROBINSON AVE	Tax District:	TXD 200
City, State, Zip	OKLAHOMA CITY, OK 73116-9039	School System:	Oklahoma City #89
Country: *(If noted)*		Land Size:	32,650.0000 Square Feet
Personal Property	Land Value: 979,500	Treasurer:	Click to View Taxes
Sect 21-T12N-R3W Qtr NW	CENTRAL NORTHWEST HIGHLANDS Block 002 Lot 000	Subdivision Sales	

Full Legal Description: CENTRAL NORTHWEST HIGHLANDS 002 000 LOTS 15 THRU 24

No comparable sales report available.



No Sketch Available

No comparable sales returned.

Value History (*The County Treasurer 405-713-1300 posts & collects actual tax amounts. Contact information HERE)

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2025	489,750	489,750	53,872	0	53,872	122.90	$6,621	$0
2024	489,750	489,750	53,872	0	53,872	123.89	$6,674	$0
2023	489,750	476,233	52,385	0	52,385	122.82	$6,434	$183
2022	489,750	453,556	49,889	0	49,889	117.63	$5,869	$468
2021	489,750	431,959	47,514	0	47,514	117.70	$5,593	$748

-- -- > >| [1/6]

Property Account Status/Adjustments/Exemptions

Account #	Exemption Description	Amount

No adjustment/exemption records returned.

Property Deed Transaction History (Recorded in the County Clerk's Office)

Date		Type	Book	Page	Price	Grantor	Grantee
9/15/2025	>	Deeds	16229	568	$925,000	ALFIHAR LLC	SFR WR LLC
6/17/2015	>	Deeds	12852	1877	$475,000	MONEY SERVICES INC	ALFIHAR LLC
11/29/1993	>	Historical	6522	1563	$0	MENNE WILLARD JR & FLORENCE E	MONEY SERVICES INC
12/29/1987	>	Historical	5719	387	$0	MENNE WILLARD JR	MENNE WILLARD JR & FLORENCE E
10/5/1987	>	Historical	5688	1037	$0	GILBREATH EVELYN	MENNE WILLARD JR

-- -- > >| [1/2]

Last Mailed Notice of Value (N.O.V.) Information/History

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2026	03/23/2026	979,500	979,500	107,745	0	107,745
2024	03/12/2024	489,750	489,750	53,872	0	53,872

Last Mailed Notice of Value (N.O.V.) Information/History

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2023	03/13/2023	489,750	476,233	52,385	0	52,385
2022	03/09/2022	489,750	453,556	49,889	0	49,889
2021	03/22/2021	489,750	431,959	47,515	0	47,515

-- -- > >| [1/2]

Property Building Permit History

Issued	Permit #	Provided by	Bldg #	Description	Est Construction Cost	Status
8/19/2008	10358797	OKLAHOMA CITY	1	Demolish	8,700	Inactive

Click button on building number to access detailed information:

	Bldg #	Vacant/Improved Land	Bldg Description	Year Built	SqFt	# Stories
Click	1	Vacant				

2025091601133054 B: 16229 P: 568
09/16/2025 12:46:37 PM Pgs: 3
Fee: $22.00 Doc Stamp: $1387.50
Maressa Treat, County Clerk
Oklahoma County - State of Oklahoma

Chicago Title Oklahoma
210 Park Ave, Ste 210
Oklahoma Tower
Oklahoma City, OK 73102
File #: 710702500337

WARRANTY DEED
(Oklahoma Statutory Form)

KNOW ALL MEN BY THESE PRESENTS:

THAT **ALFIHAR, L.L.C., an Oklahoma limited liability company** party of the first part, in consideration of the sum of Ten And No/100 Dollars ($10.00) and other valuable considerations to it in hand paid, the receipt of which is hereby acknowledged does hereby grant, bargain, sell and convey unto **SFR-WR LLC, an Oklahoma limited liability company** party of the second part, the following described real property and premises situate in Oklahoma County, State of Oklahoma, to-wit:

For Tax Map ID(s): 048685100

Lots Fifteen (15) through Twenty-four (24), both inclusive, in Block Two (2), of CENTRAL NORTHWEST HIGHLAND ADDITION, an Addition to the City of Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

Subject to easements, rights of way and restrictive covenants of record. Less and except all oil, gas and other minerals previously reserved or conveyed of record.

Together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, its successors, heirs and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances of whatsoever nature.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Signed and delivered September 16th, 2025.

ALFIHAR, L.L.C., an Oklahoma limited liability company
BY: Canyon Park, L.L.C., an Oklahoma limited liability company, its Member Manager

BY: Tiffany L. Self
Tiffany L. Self
Manager

The State of OKLAHOMA

LLC ACKNOWLEDGMENT

County of OKLAHOMA

Before me, the undersigned, a Notary Public, in and for said County and State, on this 15th day of September, 2025 personally appeared Tiffany L. Self, Manager of ALFIHAR, L.L.C., an Oklahoma limited liability company to me known to be the identical person who signed the name of the maker thereof to the within foregoing instrument as its Manager, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

ANTHONY DOBEK NOTARY # 20012909 EXP. 10/10/25 PUBLIC STATE OF OKLAHOMA

Notary Public in and for the State of OKLAHOMA
Notary's Printed Name: _____
Notary's Commission Expires: _____

UNOFFICIAL

WARRANTY DEED
(Oklahoma Statutory Form)
(continued)

Mail Deed and Tax Statements To:
SFR-WR LLC, an Oklahoma limited liability company
6824 N Robinson
Oklahoma City, OK 73116

Presented for filing by and return to:
Chicago Title Oklahoma Co.
1601 NW Expressway, Suite 1000
Oklahoma City, OK 73118
File No.: 710702500337
Title Insurance Commitment, if any, issued by:
Chicago Title Insurance Company

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OAG 2024-2 - NON-EXEMPT BUSINESS/TRUST

Exhibit to Deed

AFFIDAVIT OF LAND OR MINERAL OWNERSHIP: NON-EXEMPT BUSINESS OR TRUST

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

TO: THE ATTORNEY GENERAL OF THE STATE OF OKLAHOMA

Before me, the undersigned Matthew McLaughlin (list legal name and any aliases) (the "Affiant"), who, having been first duly sworn, deposes and states:

1. I am eighteen (18) years of age or older and have personal knowledge of the statements made herein.
2. I am a/an Authorized Party (role, such as titled officer or trustee) of SFR-WR LLC, an Oklahoma limited liability company (legal name, along with any trade or fictitious names, of business, trust, or other legal entity) (referred to herein as the "Entity"). I am duly authorized to record this Affidavit on behalf of the Entity, which is taking title to the real property identified in the Deed to which this Affidavit is attached (the "Property"), and to bind the Entity for the consequences of any false statements in this Affidavit.
3. This Affidavit is executed in accordance with and pursuant to 60 O.S. § 121, which provides in part as follows:

   > No alien or any person who is not a citizen of the United States shall acquire title to or own land in this state either directly or indirectly through a business entity or trust, except as hereinafter provided, but he or she shall have and enjoy in this state such rights as to personal property as are, or shall be accorded a citizen of the United States under the laws of the nation to which such alien belongs, or by the treaties of such nation with the United States, except as the same may be affected by the provisions of Section 121 et seq. of this title or the Constitution of this state. Provided, however, the requirements of this subsection shall not apply to a business entity that is engaged in regulated interstate commerce in accordance with federal law.

4. The Entity acquired title to the Property in compliance with the requirements of 60 O.S. § 121 and no funding source was used in the sale or transfer of the Property in violation of section 121 or any other state or federal law.
5. If the Entity is a trust, its grantor(s), trustees and all direct and contingent beneficiaries are United States citizens or bona fide residents of the State of Oklahoma. If the Entity is a business, its direct and indirect owner(s) is/are United States citizens(s) or bona fide residents of the State of Oklahoma.
6. I acknowledge and understand that making or causing to be made a false statement in this affidavit may subject me to criminal prosecution for perjury and/or subject me and/or the Entity to being liable for actual damages suffered or incurred by any person or other entity as a result or consequence of the making of or reliance upon such false statement.

FURTHER AFFIANT SAYETH NOT.

_____ 9/16/25
AFFIANT, individually and as authorized agent of the Entity Date

The foregoing instrument was subscribed and sworn to before me this 16th day of September, 2025, by Matthew McLaughlin, Authorized Party.

_____
NOTARY PUBLIC

My Commission Expires: 10/16/28

My Commission No.: _____



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DID YOU KNOW?
Oklahoma County consists of:
720 Square miles with more than 320,000 parcels representing 23% of the State's assessed value
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Larry Stein Oklahoma County Assessor (405) 713-1200 - Public Access System

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Real Property Display - Screen Produced 3/13/2026 10:20:49 AM

Account: R215471020	Type: Commercial	Location:	5925 SE 15TH ST
Building Name/Occupant:	WHATABURGER	Parcel Map	MIDWEST CITY
Owner Name 1:	BLACK KNIGHT 24 LLC	Parcel PIN#:	1415-21-547-1020
Owner Name 2:		1/4 section #:	1415
Owner Name 3:		Parent Acct:	1415-15-020-8245
Billing Address:	902 CARNEGIE CTR, Unit 520	Tax District:	TXD 552TF2D
City, State, Zip	PRINCETON, NJ 08540-6531	School System:	Mid-Del #52
Country: *(If noted)*		Land Size:	74,169.0000 Square Feet
Personal Property	Land Value: 1,505,259	Treasurer:	Click to View Taxes
Sect 4-T11N-R2W Qtr SW	SOONER ROSE WARREN Block 000 Lot 003	Subdivision Sales	

Full Legal Description: SOONER ROSE WARREN LOT 003

No comparable sales report available.





No comparable sales returned.

Value History (*The County Treasurer 405-713-1300 posts & collects actual tax amounts. Contact information HERE)

Year	Market Value	Taxable Mkt Value	Gross Assessed	Exemption	Net Assessed	Millage	Est. Tax	Tax Savings
2025	2,643,840	2,643,840	290,822	0	290,822	119.58	$34,777	$0
2024	1,672,511	1,672,511	183,976	0	183,976	122.51	$22,539	$0
2023	370,845	370,845	40,792	0	40,792	117.71	$4,802	$0
2022	370,845	370,845	40,792	0	40,792	116.64	$4,758	$0
2021	370,845	370,845	40,792	0	40,792	119.45	$4,873	$0

-- -- > >| [1/2]

Property Account Status/Adjustments/Exemptions

Account #	Exemption Description	Amount
R215471020	5% Capped Account	0

Property Deed Transaction History (Recorded in the County Clerk's Office)

Date	Type	Book	Page	Price	Grantor	Grantee
6/21/2024 >	Deeds	15797	792	$3,850,000	WBRE ALPHA LLC	BLACK KNIGHT 24 LLC
8/22/2023 >	Deeds	15542	1931	$1,669,000	RHV2 LLC	WBRE ALPHA LLC
4/27/2021 >	Hmstd Off &	14720	44	$0	MWC WARREN THEATRE INC	RHV2 LLC
2/15/2018 >	Other	13661	1787	$0	MIDWEST CITY MEMORIAL HOSPITAL	MWC WARREN THEATRE INC
2/15/2018 >	Hmstd Off &	13662	492	$0	MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY	MWC WARREN THEATRE INC

-- -- > >| [1/2]

Last Mailed Notice of Value (N.O.V.) Information/History

Year	Date	Market Value	Taxable Market Value	Gross Assessed	Exemption	Net Assessed
2025	03/14/2025	2,643,840	2,643,840	290,822	0	290,822
2024	03/12/2024	1,672,511	1,672,511	183,976	0	183,976

2023082801110824 B: 15542 P: 1931
08/28/2023 08:29:17 AM Pgs: 5
Fee: $26.00 Doc Stamp: $2503.50
Maressa Treat, County Clerk
Oklahoma County - State of Oklahoma

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SPECIAL WARRANTY DEED

AFTER RECORDING RETURN TO:

James Tycom
Senior Director of Real Estate
VWB Legacy Holdings, LLC
11300 N. Central Expy. - #250
Dallas, TX 75243

Stewart Title of Oklahoma, Inc.
701 N. Broadway, # 300
Oklahoma City, OK 73102
1961691

(Space Reserved For Recording Information)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made effective the 24th day of August, 2023 by RHV2, LLC, an Arkansas limited liability company (the "Grantor") to WBRE ALPHA LLC, an Oklahoma limited liability company (the "Grantee"), whose mailing address is 11300 N. Central Expy. - #250, Dallas, Texas 75243, Attn: Irfaan Lalani/Jim Tycom (wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations):

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, and conveys unto the Grantee all that certain vacant real property located in Oklahoma County, State of Oklahoma, the legal description of which is contained at Exhibit A attached hereto and made a part hereof (the "Property").

TOGETHER, with all the tenements, hereditaments, and appurtenances thereto belonging in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and Grantor hereby covenants that Grantor will warrant and defend title to the Property against the lawful claims of all persons claiming by, through, or under Grantor, but against none other, subject to the exceptions set forth on Exhibit B attached hereto (the "Permitted Exceptions").

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused the deed to be executed and delivered the day and year first above written.

RHV2, LLC, an Arkansas limited liability company

By: Tony Bornhoft Secretary
TONY BORNHOFT, Secretary

STATE OF ARKANSAS
COUNTY OF BENTON

The foregoing instrument was acknowledged before me this 22nd day of August 2023, by Tony Bornhoft, as Secretary of RHV2, LLC, an Arkansas limited liability company, on behalf of the company. He personally appeared before me.

Notary: JLMahan

Print Name: JLMahan

Notary Public, State of Arkansas

My Commission Expires: 02-20-2030

[NOTARIAL SEAL]

J L MAHAN
Notary Public - Arkansas
Washington County
Commission # 12709961
My Commission Expires Feb 20, 2030

Exhibit A – Legal Description

Exhibit B – Permitted Exceptions

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EXHIBIT A

Legal Description

Lot Three (3) (also described as WA Lot 3), of SOONER ROSE WARREN ADDITION to Midwest City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

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EXHIBIT B

Permitted Exceptions

1. General taxes for the year 2023 and subsequent years, which are not yet due and payable.

2. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Property, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed herein. There may be leases, grants, exceptions or reservations of interests that are not listed.

3. Right of Way in favor of The Prairie Pipe Line Company recorded at Book 74, Page 277; subject to Pipeline Relocation Agreement by and among SR2 DEV LLC, Midwest City Memorial Hospital Authority, and Enerfin Gathering LLC recorded at Book 13537, Page 1519 (entry 382), and Amendment to Right of Way Contract recorded at Book 13661, Page 1772 (as shown on the ALTA/NSPS Land Title Survey prepared by Darin L. Raibourn, P.L.S. No. 1637 dated April 27, 2023, last revised July 19, 2023 (the "Survey").

4. Oklahoma Water Resources Board Final Order Establishing Prior Ground Water Rights recorded at Book 4840, Page 601 (entry 215), as noted on the Survey.

5. Owner's Certificate, Dedication, Restrictions and Plat of SOONER ROSE WARREN ADDITION recorded at Book 76 of Plats, Page 25 (entry 399), including all easements, building set back lines, limitations on access, notes and other matters shown thereon, as shown on the Survey.

6. Easement in favor of Oklahoma Gas and Electric Company recorded at Book 14766, Page 326 (entry 895), as shown on the Survey.

7. Declaration of Reciprocal Access, Restrictive Covenants, and Easements Agreement recorded at Book 14255, Page 1404 (entry 896), as shown on the Survey.

8. The ALTA/NSPS Land Title Survey prepared by Darin L. Raibourn, P.L.S. No. 1637 dated April 27, 2023, and last revised July 19, 2023, which discloses the following matters:
a. Unknown utility box (dirt filled) to the southeast located outside of a recorded easement.
b. Silt fence encroaches onto and off of subject property.

9. Letter dated July 6, 2023 regarding proposed improvements and crossing Enerfin Gathering LLC's existing 8-inch pipeline(s) in Oklahoma County, Oklahoma recorded at Book 15542, Page 1392 of the real estate records of Oklahoma County, Oklahoma.

10. Reciprocal Driveways and Pylon Sign Easement Agreement recorded at Book 13531, Page 896 (entry 276), as shown and/or as noted on that certain survey, prepared by Randall A. Mansfield, PLS No. 1613, Dodson-Thompson-Mansfield, PLLC, dated May 12, 2022, last revised August 11, 2022, and designated Project No. 14,052.

UNOFFICIAL

11. Storm Water Drainage and Utility Easement Agreement recorded at Book 13531, Page 965 (entry 345), as shown and/or noted on that certain survey, prepared by Randall A. Mansfield, PLS No. 1613, Dodson-Thompson-Mansfield, PLLC, dated May 12, 2022, last revised August 11, 2022, and designated Project No. 14,052.

UNOFFICIAL

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

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: July 28, 2026

Subject: Discussion, consideration, and possible action of making a matter of record Permit No. WL000055260296 from the Oklahoma Department of Environmental Quality for the construction of the Midwest City Hospital District – Plaza 62 Waterline Extension project, Midwest City, Oklahoma.

Attached is Permit No. WL000055260296 for the construction of 3,019linear feet of twelve (12) inch PVC potable waterline, 6 linear feet of eight (8) inch PVC potable waterline, and all appurtenances to serve the Midwest City Hospital District – Plaza 62 Waterline Extension project, Midwest City, Oklahoma County, Oklahoma.

This item serves to make Permit No. WL000055260296 a matter of permanent record.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

Robert Singletary
Executive Director

OKLAHOMA Environmental Quality

Kevin Stitt
Governor

June 16, 2026

Tim Lyon, City Manager
City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

Re: Permit No. WL000055260296
Midwest City Hospital District-Plaza 62
PWSID No. OK1020806

Dear Mr. Lyon:

Enclosed is Permit No. WL000055260296 for the construction of 3,019 linear feet of twelve (12) inch PVC potable waterline, 6 linear feet of eight (8) inch PVC potable waterline, and all appurtenances to serve the Midwest City Hospital District-Plaza 62, 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 June 16, 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 No. WL000055260296
PWSID No. OK1020806

PERMIT TO CONSTRUCT

June 16, 2026

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 3,019 linear feet of twelve (12) inch PVC potable waterline, 6 linear feet of eight (8) inch PVC potable waterline, and all appurtenances to serve the Midwest City Hospital District-Plaza 62, located in SW 1/4 of Section 34, T-12-N, R-2-W, Oklahoma County, Oklahoma, in accordance with the plans approved June 16, 2026.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with OAC 252:631 and to comply with Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

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

1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 1,750 gpm.

2) That the recipient of the permit is responsible for ensuring that the project receives supervision and inspection by competent and qualified personnel.

3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.

4) That no significant information necessary for a proper evaluation of the project has been omitted and no invalid information has been presented in applying for the permit.

5) That the Oklahoma Department of Environmental Quality ("DEQ") shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.

6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:626-19-2.

7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.

8) That any deviations from approved plans or specifications affecting capacity, flow, or operation of units must be approved by DEQ before any such deviations are made in the construction of this project.

9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that DEQ will be notified in writing of any sale or transfer of ownership of these facilities.

10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by DEQ.

11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent form, Notice of Termination form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.

12) That any notations or changes recorded on the official set of plans and specifications in DEQ files shall be part of the plans as approved.

13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.

14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.

15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



Travis Herrian, P.E., Engineering Manager
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: July 28, 2026

Subject: Discussion, consideration, and possible action of making a matter of record Permit No. SL000055260295 from the Oklahoma Department of Environmental Quality for the construction of the Midwest City Hospital District – Plaza 62 Sewer Extension project, Midwest City, Oklahoma.

Attached is Permit No. SL000055260295 for the construction of 2,870 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Midwest City Hospital District – Plaza 62 Sewer Extension project, Midwest City, Oklahoma County, Oklahoma.

This item serves to make Permit No. SL000055260295 a matter of permanent record.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

June 16, 2026

Tim Lyon, City Manager
City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110

Re: Permit No. SL000055260295
Midwest City Hospital District-Plaza 62
Facility No. S-20541

Dear Mr. Lyon:

Enclosed is Permit No. SL000055260295 for the construction of 2,870 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Midwest City Hospital District-Plaza 62, 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 June 16, 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,

Adam Divine

D. Adam Divine, P.E.
Construction Permit Section
Water Quality Division

Enclosure

PERMIT No. SL000055260295
FACILITY No. S-20541

PERMIT TO CONSTRUCT

June 16, 2026

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 2,870 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the Midwest City Hospital District-Plaza 62, located in SW 1/4 of Section 34, T-12-N, R-2-W, Oklahoma County, Oklahoma, in accordance with the plans approved June 16, 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.

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.

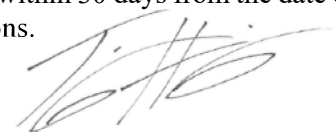
11) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by DEQ.

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: July 28, 2026

Subject: Discussion, consideration, and possible action of making a matter of record Permit No. SL000055260486 from the Oklahoma Department of Environmental Quality for the construction of the BOK – Midwest City Sewer Extension project, Midwest City, Oklahoma.

Attached is Permit No. SL000055260486 for the construction of 180 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the BOK – Midwest City Sewer Extension project, Midwest City, Oklahoma County, Oklahoma.

This item serves to make Permit No. SL000055260486 a matter of permanent record.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

July 1, 2026

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

Re: Permit No. SL000055260486
BOK - Midwest City
Facility No. S-20541

Dear Mr. Lyon:

Enclosed is Permit No. SL000055260486 for the construction of 180 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the BOK - Midwest City, 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 July 1, 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 No. SL000055260486
FACILITY No. S-20541

PERMIT TO CONSTRUCT

July 1, 2026

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 180 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the BOK - Midwest City, located in NW 1/4 of NW 1/4 of NE 1/4 of Section 9, T-11-N, R-2-W, Oklahoma County, Oklahoma, in accordance with the plans approved July 1, 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.

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

The City Of Midwest City
Neighborhood Services Department

Code Enforcement • Neighborhood Initiative
8726 SE 15th Street, Midwest City, OK 73110
(405) 739-1005

MEMORANDUM

Date: July 28, 2025

To: Honorable Mayor and City Council

From: Mike S. Stroh, Neighborhood Services Director

Subject: Discussion, consideration, and possible action of 1) declaring (1) 1997 and (1) 2003 Chevy trucks as surplus by deeming the vehicles to be obsolete, defective, or replaced; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary.

The following vehicles are obsolete, defective, or have been replaced and therefore need to be deemed as surplus:

- 1997 Ford F150 (1FTDF17W0VLB88668) Unit # 170201
- 2003 Chevy S-10 (1GCCS19X938200457) Unit # 080202

Mike S. Stroh

Mike S. Stroh, Neighborhood Services Director

City of Midwest City Police Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1320
Fax 405.739.1398

Memorandum

To: Honorable Mayor and City Council

From: Greg Wipfli, Chief of Police

Date: July 28, 2026

Subject: Discussion, consideration and possible action to declare the miscellaneous items attached as surplus and authorizing disposal by public auction, sealed bid, or other necessary means. (G.Wipfli-Police Chief)

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

126 total firearms comprised of semi-auto pistols, revolvers, shotguns and rifles. Various makes, models and calibers. See attached inventory and Oklahoma County District Court order of authorization to dispose.

Greg Wipfli, Chief of Police

IN THE DISTRICT COURT WITHIN AND FOR OKLAHOMA COUNTY

STATE OF OKLAHOMA

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

IN RE: APPLICATION OF CHIEF OF POLICE)
OF THE CITY OF MIDWEST CITY,) CP-2026-5
OKLAHOMA, TO DISPOSE OF CERTAIN)
PERSONAL PROPERTY)

MAY 22 2026
RICK WARREN
COURT CLERK
126

ORDER

ON this 22nd day of May, 2026, this matter comes for hearing upon the Application of the Chief of Police of the City of Midwest City for authorization to sell certain abandoned property, particularly described in the attached document labeled as Exhibit A. Applicant appears represented by the Assistant City Attorney for the City of Midwest City, Vicki L. Floyd, with no other appearing. Applicant has demonstrated that the police property manager and his staff have made a good faith attempt to contact the last known owners of property by certified mail and other available means, other than those owners of firearms who have a felony conviction and for which return of said firearms is prohibited, and that publication by Notice was given in the Journal Record on May 14, 2026; Affidavit of Publication separately filed. Further that Counsel for Applicant posted the Notice of Hearing at three (3) locations in the City of Midwest City for ten (10) days prior to this hearing, making available Exhibit A for public inspection.

WHEREUPON, the Court having considered the pleadings, statement of counsel, and being fully advised in the premises, finds that the Application should be granted.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court that the Chief of Police of the City of Midwest City, Oklahoma be allowed to and is thereby authorized at his discretion to conduct;

A. The sale of some of the listed property attached hereto and labeled Exhibit A;
B. The conversion of some of the listed property to use by the City of Midwest City;
C. The destruction of all property having no use but of posing a threat to the general safety of the general public, including but not limited to firearms, weapons, or other harmful or hazardous property not deemed useful to the City of Midwest City;

D. A sale of the property at a public auction for case to the highest bidder;

E. A transfer of property to a third-party agent under contract with governing body of the Chief of Police for sale by Internet or other electronic means, whether such a sale structure or distribution site is within the State of Oklahoma;

F. A donation of the property having a value of less than Five Hundred Dollars ($500.00) to a not-for-profit corporation defined in Title 18 of the Oklahoma Statutes for use by needy families;

G. To deposit of all listed moneys and any moneys derived from the sale of the property in the Midwest City General Fund; or

H. By any other means as determined appropriate by the Court, including but not limited to destruction.

ELIZABETH H. KERR

Judge of the District Court

Approved as to form:

CERTIFIED COPY
AS FILED OF RECORD
IN DISTRICT COURT
MAY 22 2026
RICK WARREN COURT CLERK Oklahoma County

Vicki L. Floyd, OBA #16040
Assistant City Attorney and City Prosecutor
City of Midwest City
100 N. Midwest Blvd.
Midwest City, OK 73110
(405) 739-1284 Telephone
(405) 869-8680 Fax
vfloyd@midwestcityok.org

GUN CONVERSION LIST
Current Property Conversion List

CASE #	OFFENSE	DATE RCVD	PROPERTY	SERIAL #	OWNER	
19-04888	CARRY CONCEALED WEAPON	7/8/2019	SCCY CPX-1 9MM	597639	TREY GIBSON	UNDERAGE
20-02811	POSS FA AFTER CONVICTION	5/9/2020	DAVIS D38 REVOLVER	D131647	JUSTIN FERREE	CONV FELON
20-07755	CARRY FA UNDER INFLUENCE	12/5/2000	TITAN .25 CAL	D93371	AALIYAH GAINS	DISCLAIMER
21-05586	POSS CDS	8/24/2021	AMERICAN STANDARD 22 REVOLVER	171150	MASON CORROW	TRANSIENT
21-07339	POSS FA AFTER CONVICTION	11/7/2021	SPRINGFIELD ARMORY XDS .45	S3261010	TERIGO WILLIAMS	CONV FELON
21-07497	RECKLESS CONDUCT WITH FA	11/14/2021	TAURUS PT-111	TKT08873	ALEXANDER FAHER	CONV FELON
21-08481	DUI	12/26/2021	S&W SD9	FBX2080	KAITLYN DELGADO	UNDERAGE
22-00102	POINTING A FIREARM	1/6/2022	SIG SAUER P229	AD29422	SHAQUILLE ROBINSON	UTL
22-02180	POSS FA AFCF	4/10/2022	DAVIS .32 CAL	P076758	JEREMY SMITH	CONV FELON
22-03946	REC CONC STOLEN VEHICLE	6/18/2022	TAURUS PT145 PRO	SDM24628	TRAVIS MORRIS	UTL
22-04740	DOMESTIC ASSAULT W DANG WEAPON	7/20/2022	GLOCK 43X	BWCM319	DEONTRAY JOHNSON	CONV FELON
22-04799	ASSAULT WITH DEADLY WEAPON	7/22/2022	TAURUS G2C 9MM	ABB332231	DALTON CASTEEL	CONV FELON
			CANIK TP9SF 9MM	T6472-21AT05361	DALTON CASTEEL	CONV FELON
			SIG SAUER P365 9MM	NRA055087	DALTON CASTEEL	CONV FELON
			S&W .380 BODYGUARD	KEF5554	DALTON CASTEEL	CONV FELON
			GLOCK 30 .45	TGG965	DALTON CASTEEL	CONV FELON
			SCCY CPX-2 9MM	C223188	DALTON CASTEEL	CONV FELON
			TAURUS PT809 9MM	TFP79230	DALTON CASTEEL	CONV FELON
22-05008	FOUND PROPERTY	8/1/2022	RG 31 .38 SPECIAL	UNK	UNK	BROKEN
22-05094	DISCHARGE FA IN CITY LIMITS	8/4/2022	CANIK TP9SF 9MM	21BH05338	UNK	UNDERAGE
22-05183	FOUND PROPERTY	8/8/2022	BERETTA 92FS	C91029Z	UNK	
22-05977	DUI	9/11/2022	TAURUS G2C	ABG732030	ROBERT LISKE	CONV FELON
22-06748	DUI	10/14/2022	GLOCK 43X	BTTR197	ERIC COWLES	DID NOT PICK UP
22-07700	DUI	11/25/2022	S&W SD-40VE	HFS5600	REGINALD COLLIER	UTL
22-07773	DIST OF CONTROLLED SUBST	11/29/2022	GLOCK 19X	BWHB992	EMANUAL LOVE	CONV FELON
22-08362	ASSAULT/OBSTRUCTION	12/29/2022	H&R GARDNER 949 .22 REVOLVER	AN47323	UNK	
23-00065	POSS CONTRABAND IN JAIL	1/3/2023	S&W SD9VE	HFA7161	VICTORIUS STEVENSON	UTL
23-00367	CARRY CONCEALED WEAPON	1/17/2023	TAURUS G3C .9MM	ADA884494	UNK	UNDERAGE
23-00557	SUICIDE	1/25/2023	TAURUS .38 REVOLVER	T163106	JAMES LENNING	FAMILY DID NOT PICK UP
23-00774	POSS CDS	2/5/2023	STOEGER STR-9C	T642921S05827	DOMINIQUE TOMAS	CONV FELON
23-00973	THREATENING VIOLENT ACT	2/14/2023	S&W SD 40	FZU0050	JAMES GREEN-HOWARD	CONV FELON
23-01373	SHOOTING WITH INTENT	3/2/2023	SCCY CPX-2 9MM	C073552	DANTE MYERS	UNDERAGE
23-01892	FOUND PROPERTY	3/26/2023	KIMBER CUSTOM LW .45	K884991	UNK	
23-02067	CARRY CONCEALED WEAPON	4/2/2023	S&W 9MM	NEU5458	PHILLIP PARKER	UNDERAGE
23-02190	MENTAL HEALTH INTERVENTION	4/7/2023	TAURUS 709 SLIM	TFS33563	PENTON STEPHEN	
23-02544	GRAND LARCENY	4/22/2023	COBRA C32 MODEL 32	31633	WILLIAM RYMER	UTL
23-03200	POSS STOLEN PROPERTY	5/19/2023	S&W M&P	HUM9960	UNKNOWN	
23-03386	POSS FA AFCF	5/29/2023	TAURUS G3 IMM	ABL149327	COREY PATTON	CONV FELON
23-03932	FOUND PROPERTY	6/23/2023	RUSTED REVOLVER	UNK	UNKNOWN	
23-03935	FOUND PROPERTY	6/23/2023	GLOCK 22	BMCZ944	UNKNOWN	
23-03950	POSS FA AFCF	6/23/2023	JIMENEZ ARMS .32 CAL	232922	STEVEN ADKINS	CONV FELON
23-04095	POINTING FA AT ANOTHER	6/30/2023	CANIK 9MM	T6472-22 AP07988	ROBERT MELARA	UTL
23-04500	DISCHARGING FA IN PUBLIC PLACE	7/18/2023	SPRINGFIELD XD .40 CAL	XD 389160	MAREION WADE	DISCLAIMER
23-04500	DISCHARGING FA IN PUBLIC PLACE	7/18/2023	FMK 9MM	BTB3782	MAREION WADE	DISCLAIMER

Exhibit A

23-04540	ILLEGAL DUMPING	7/20/2023	COBRA FS 380 NO MAG	FS062488	UNKNOWN	
23-04647	PETIT LARCENY	7/23/2023	GLOCK 19 GEN 5	BTCD953	MICHAEL KRIZ	UTL
23-04665	SUICIDE	7/25/2023	TAURUS 709 SLIM 9MM	TFP85051	MATTHEW GREGORY	FAMILY DOES NOT WANT
23-04693	CARRY CONCEALED WEAPON	7/26/2023	RUGER LCP	372-50732	UNKNOWN	
23-05254	SUICIDE	8/21/2023	SPRINGFIELD XDM 9MM	MG469223	JAIDEN WASHINGTON	FAMILY DOES NOT WANT
23-05598	CARRY CONCEALED WEAPON	9/3/2023	TAURUS G3C	ACC672639	UNKNOWN	
23-05930	SUICIDE	9/16/2023	TAURUS G3C 9MM	AEH591264	PAMELA GHEZZI	FAMILY DOES NOT WANT
23-06055	FOUND PROPERTY	9/22/2023	DAVIS P-380	AP240838	UNKNOWN	
23-06253	FOUND PROPERTY	10/3/2023	TAURUS PT1911	NG052410	UNKNOWN	
23-06537	CARRY FA UNDER THE INFLUENCE	10/17/2023	RUGER P85 MKII 9MM	30355403	ROBERT LAUGHLIN	DISCLAIMER
23-06890	DUI	11/3/2023	CHARTER ARMS REVOLVER	985347	ROBERT LISKE	CONV FELON
23-06983	POSS FA AFCF	11/8/2023	SCCY CPX-1 9MM	699036	MONTRELL BRADLEY-BUSH	UNDERAGE
23-07053	POSS STOLEN PROPERTY	11/11/2023	S&W SW40VE	PBY9016	ALANNA DARZI	DID NOT PICK UP
23-07085	FOUND PROPERTY	11/13/23	GLOCK 23 .40 CAL	UXH456	UNKNOWN	
23-07535	GENERAL ARREST	12/4/2023	TAURUS GX4 9MM	1GA10045	DANIEL TURNER	TRANSIENT
23-07700	UNLAWFUL CARRY	12/12/2023	GLOCK 19 GEN 5	BGNG529	DELSHON WILLIAMS	CONV FELON
23-07750	SUICIDE	12/14/2024	TAURUS MILLENIYUM G2	TKP38564	NICHOLAS PAYNE	FAMILY DID OT PICK UP
23-08068	ROBBERY	12/31/2023	HI POINT 4595	4674154	ETHEL HOWARD	CONV FELON
24-00095	FOUND PROPERTY	1/5/2024	DESERT EAGLE 1911	G015008	UNKNOWN	
24-00199	POSS CDS	1/11/2024	TAURUS PT 111 PRO 9MM	TCU65617	VASHER VANG	DISCLAIMER
24-00232	POSS FA AFCF	1/12/2024	SIG SAUER P365 9MM	66A779270	BRANDON ISLEY	CONV FELON
24-00271	MENTAL HEALTH INTERVENTION	1/15/2024	TAURUS G3C	AED318377	STEIVEN EAVES	UNDERAGE
24-00471	POSS OF WEAPON ON SCHOOL PROPERTY	1/26/2024	CANIK TP9	21AT30524	UNKNOWN	
24-00550	SUICIDE	1/31/2024	TAURUS PT 738 .380	37673A	RICHARD THOMPSON	UTL NOK
24-00792	ASSAULT AND BATTERY	2/10/2024	SPRINGFIELD ARMORY XDS	S3659319	MARCELLOUS ARNOLD	UTL
24-01218	TRAFFICKING CDS	3/2/2024	S&W M&P SHIELD .380	NFS3237	DYLAN GRAY	CONV FELON
24-01353	MENTAL HEALTH INTERVENTION	3/7/2024	RUGER LCP .380	371-78959	ANTHONY PAUKUNE	UTL
24-01597	DOMESTIC A & B	3/18/2024	SCCY CPX-2 9MM	474045	MALACHI LEWIS	UNDERAGE
24-02001	EXPIRED TAGS	4/6/2024	CANIK 9MM	T6472-22CM47548	RAMON MENDOZA	UTL
24-02166	POSS FA AFCF	4/13/2024	RUGER SECURITY 9	386-69084	TERRENCE CHISHOLM	CONV FELON
24-02454	STOLEN MOTOR VEHIICLE RECOVERED	4/25/2024	H&K VP9	224-345362	ALBERT FOREMAN	UTL
24-02454	STOLEN MOTOR VEHIICLE RECOVERED	4/25/2024	CANIK TP9SC	A108271	ALBERT FOREMAN	UTL
24-02508	RECOVERED STOLEN PROPERTY	4/26/2024	SNUB NOSE REVOLVER	FILED OFF	UNKNOWN	
24-02532	POSS FA AFCF	4/28/2024	GLOCK 19	BDBR782	KERRY WEBB	CONV FELON
24-02900	POSS FA AFCF	5/14/2024	TAURUS	Z043986	LARRY HENDERSHOT	CONV FELON
24-03461	GENERAL ARREST	6/12/2024	S&W SD9VE	FXB1505	ISAIAH CALDWELL	UTL
24-04235	FOUND PROPERTY	7/20/2024	TAURUS G3C	ABH819830	TATYANA BROWN	DID NOT PICK UP
24-05654	MENTAL HEALTH INTERVENTION	9/24/2024	SIG SAUER P320	59C059220	MERRICK FRICHOT	UTL
24-05785	DISTRIBUTION OF CDS	10/1/2024	DAVIS P 32	P083087	WESLEY LYTLE	TRANSIENT
24-06051	FOUND PROPERTY	10/11/2024	SPRINGFIELD XD45	S3318347	UNKNOWN	
24-06242	DUI	10/19/2024	TAURUS TH9C	ADC085415	VICTOR MORGAN	DISCLAIMER
24-06303	SUICIDE	10/23/2024	ESSEX ARMS 1911	45931	CHARLES HARRIS	FAMILY DOES NOT WANT
24-06326	SUICIDE	10/23/2024	CANIK TP19SC	TS472-20CB38544	KELLY CORNETT	FAMILY DOES NOT WANT
24-06390	JUV CARRY CONCEALED	10/26/2024	TAURUS G2C 9MM	ABB281974	NATALIE BROWN	UTL
24-06439	SUICIDE	10/29/2024	DAN WESSON .357 MAG	270869	ROBERT ALLEN	FAMILY DID NOT PICK UP
24-06685	SUICIDE	11/8/2024	SAR 9	T1102-21BV90314	CHRISTOPHER CALLOWAY	FAMILY DOES NOT WANT
24-06936	UNLAWFUL POSS OF A WEAPON BY A CHILD	11/19/2024	S&W M&P	HXP7124	ANTHONY EDDINGTON	UNDERAGE
24-07036	MENTAL HEALTH INTERVENTION	11/24/2025	RUGER SECURITY 9	382-29763	RICK LONG	UTL
24-07236	MENTAL HEALTH INTERVENTION	12/5/2024	HI POINT CF380	P8175573	CHRISTOPHER JESTER	UTL
24-07437	DOMESTIC A&B	12/15/2024	SCCY CPX-1 9MM	882369	DURELLE PETTIES	DOMESTIC

24-07656	MENTAL HEALTH	12/26/2024	SCCY CPX-1 9MM	C271528	TIMOTHY BUCKLEY	UNDERAGE
25-00472	POSS FA AFCF	1/27/2025	GLOCK 30	BNKZ471	JONATHAN ALEXANDER	CONV FELON
25-00562	POSS CDS	1/30/2025	RAVEN MP25	1590612	RACHAEL CUTTER	DID NOT PICK UP
25-00643	POSS FA AFCF	2/4/2025	RUGER LCP .380	372298361	DUSTIN TERRILL	CONV FELON
25-00973	MENTAL HEALTH INTERVENTION	2/20/2025	SIG SAUER P365	66A507609	NICHOLAS ROMERO	DID NOT PICK UP
25-02073	SUICIDE	4/12/2025	DIAMONDBACK FA DB9	YH0716	DONNA COTTRRELL	FAMILY DID NOT PICK UP
25-02863	FOUND PROPERTY	5/21/2025	RUGER LCP II	380158468	UNKNOWN	
25-03243	UNATTENDED DEATH	6/9/2025	SPRINGFIELD XDM	MG120191	COLT YOUNG	FAMILY DID NOT WANT
25-03368	UNATTENDED DEATH	6/15/2025	BERETTA 92FS	L45073Z	PETE GARCIA	FAMILY DID NOT WANT
25-03518	FOUND PROPERTY	6/23/2025	INTEERARMS REVOLVER	D411349	UNKNOWN	
25-03668	FOUND PROPERTY	6/30/2025	RUGER EC9S	456-15122	TAYLOR DUNCAN	UTL
25-04223	DL REQUIRED	7/27/2025	FN 509 .9	GKS0251138	JOSUE RAMIREZ	UNDERAGE
25-04317	MENTAL HEALTH INTERVENTION	7/30/2025	TAURUS G3C 9MM	ACH211269	DAMESHILA KEITH	UTL
25-04349	CARRY CONCEALED	8/1/2025	GLOCK 45	BTSD898	JARRYN HAMMONS	UNDERAGE

LONG GUNS

17-07226	FOUND PROPERTY	10/1/2017	SPRINGFIELD .22 MODEL 83	PRE 68	UNKNOWN	
21-07679	MENTAL HEALTH INTERVENTION	11/21/2021	NEW HAVEN 283 TB .410	292161	DEBORAH SMITH	
23-02190	MENTAL HEALTH INTERVENTION	4/7/2023	MOSSBERG 500	T986998	PENTON STEPHEN	
23-04540	ILLEGAL DUMPING	7/20/2023	WINCHESTER .22 RIFLE	B1102083	UNKNOWN	
23-07601	DISCHARGING A FIREARM	12/7/2023	BEAR CREEK BCA15	A092404	JACOB LOWE	UTL
24-07035	MENTAL HEALTH INTERVENTION	11/24/2024	MAVRICK ARMS 88 12 GA	MV0816826	RICK LONG	UTL
25-01780	MENTAL HEALTH INTERVENTION	3/30/2025	REMINGTON 870 . 20 GA	RS41014Y	SHELBY WEST	UTL
25-02384	CARRY CONCEALED WEAPON	4/26/2025	PALMETTO PA 15	SCD255785	DAKARAI WRIGHT	UNDERAGE

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

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: July 28, 2026

Subject: Discussion, consideration, and possible action of declaring Unit No. 09-03-09, a 1993 International Dump Truck, VIN # 1HTSDPPR1PH516070, from the Public Works Department as surplus and authorizing its disposal according to the rules of the grant awarded by the Oklahoma Department of Environmental Quality as part of the On-Road2 Program, which requires that the vehicles be destroyed or scrapped.

The Public Works Department has several vehicles as described below that have been replaced as part of the On-Road2 Program grant awarded to the City of Midwest City/Midwest City Municipal Authority on March 12, 2025. The On-Road2 Program requires the old vehicles to be permanently disabled. Disabling the engine consists of cutting, drilling, or punching a three inch by three inch (3" x 3") hole in the engine block. Disabling the chassis consists of cutting completely through the frame/frame-rails on each side of the vehicle at a point located between the front and rear axles. The City/Authority agrees to provide proof of scrappage prior to making a reimbursement request to the Oklahoma Department of Environmental Quality as a condition of the grant.

The following vehicle is being replaced as a part of the On-Road2 Program grant and is to be declared as surplus and scrapped:

- Unit # 09-03-09, 2000 International Dump Truck, VIN # 1HTSDPPR1PH516070

Action is at the discretion of the Council.

Respectfully,

R. Paul Streets
Public Works Director

City of Midwest City Police Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1320
Fax 405.739.1398

Memorandum

TO: Honorable Mayor and City Council

FROM: Greg Wipfli, Chief of Police

DATE: July 28, 2026

SUBJECT: Discussion, consideration, and possible action to declare (1) CHEVY Impala, (10) CHEVY Caprice's and their contents as surplus and authorizing disposal by public auction, sealed bid, or other necessary means. (G. Wipfli-Police Chief)

The item identified is property that the Midwest City Police Department no longer needs or uses and has been removed from service. Staff recommend this item be declared surplus.

- 060066 2008 CHEVY Impala VIN# 2G1WS583681338317
- 060095 2011 CHEVY Caprice VIN# 6G1MK5T21BL539813
- 060097 2011 CHEVY Caprice VIN# 6G1MK5T26BL539824
- 060012 2014 CHEVY Caprice VIN# 6G3NS5U24EL931120
- 060148 2014 CHEVY Caprice VIN# 6G3NS5U21EL931141
- 060019 2016 CHEVY Caprice VIN# 6G3NS5U26GL08887
- 060021 2016 CHEVY Caprice VIN# 6G3NS5U2XGL208892
- 060030 2017 CHEVY Caprice VIN# 6G3NS5U22HL315596
- 060057 2017 CHEVY Caprice VIN# 6G3NS5U2XHL313787
- 060067 2017 CHEVY Caprice VIN# 6G3NS5U28HL311701
- 060093 2017 CHEVY Caprice VIN# 6G3NS5U22HL311693

Greg Wipfli

Greg Wipfli, Chief of Police

MIDWEST CITY
Where the Spirit Flies High

DISCUSSION ITEMS

To: Honorable Mayor and Council

From: Matt Summers, Community Development Director

Date: July 28, 2026

Subject: (MP-34) Public hearing, discussion, consideration, and possible action to consider approval of a Minor Plat for the property described as tracts of land being a part of the Northeast Quarter (NE/4) of Section Eight (8), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, located at 1807 and 1915 S Anderson Rd., Midwest City, Oklahoma County, Oklahoma 73130. (Ward 6)

Executive Summary: The Applicant is requesting approval of a minor plat to relocate lot lines between two residential parcels.



Combined, the lots are approximately 6.96 acres. The proposed minor plat would allow the property owner of Lot 1 to record the purchase of 1.45 acres MOL from the property owner of Lot 2 in compliance with City regulations. If approved, Lot 1 will contain approximately 2.39 acres, and Lot 2 will contain 4.57 acres MOL.

Staff performed their standard review of the minor plat, and it is consistent with all applicable Zoning Regulations and Subdivision Regulations. If approved, any additional development on both lots will require compliance with the development regulations outlined in the R-6, Single-Family Detached Residential District.

Both state and local notification requirements were met. At the time the staff report was written, staff received no public inquiries regarding this application.

At the public hearing before the Planning Commission, there were no comments in support or opposition to this application. The Planning Commission unanimously recommended approval of this item.

Action is at the discretion of the Council.

Dates of Hearing:
Planning Commission- July 7, 2026
City Council- July 28, 2026

Date of Pre-Application Meeting: March 26, 2026

Date of Site Plan Review Team Meeting: May 28, 2026

Council Ward: Ward 6, Rick Favors

Owner: Jarrod Bartlett; Jeff & Melanie Plunkett

Applicant: Jarrod Bartlett

Size: Contains an area of 6.96 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:	Single-Family Residence
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 (PC-1729).

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 South Anderson 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 bordering the proposed parcels. An eight (8) inch line extends along 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 South Anderson 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:

New and existing construction shall comply with all Midwest City Fire Codes and Ordinances, and the applicable 2018 ICC Codes.

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

(1) Those having installed an approved residential sprinkler system per NFPA 13D;
(2) Those having installed an approved fire detection and alarm system per NFPA 72 that is continuously monitored by a central station.

Planning Division:

Staff conducted a pre-application meeting with the applicant on March 26, 2026. On May 28, 2026, a Site Plan Review Team meeting was held, and representatives from the following departments were present: Community Development, Engineering, and Fire Marshal's Office.

Currently, both Lots 1 and 2 contain a single-family residence adequately served by City utilities. The Applicant and property owner of Lot 1 proposes the subject minor plat to allow the purchase and recordation of purchase of approximately 1.45 acres from the property owner of Lot 2. If approved, Lot 1 will contain approximately 2.39 acres, and Lot 2 will contain 4.57 acres MOL.

Any future development on the parcels, such as the addition of an accessory structure or fencing/screening, will be required to comply with R-6 zoning regulations.

The Planning Commission unanimously recommended approval of the minor plat.

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 July 28, 2026, City Council agenda packet and made part of the MP-34 file.

Suggested Motion:
"To approve the Minor Plat for the property noted herein, subject to staff comments found in the July 28, 2026, City Council agenda packet and made part of the MP-34 file."

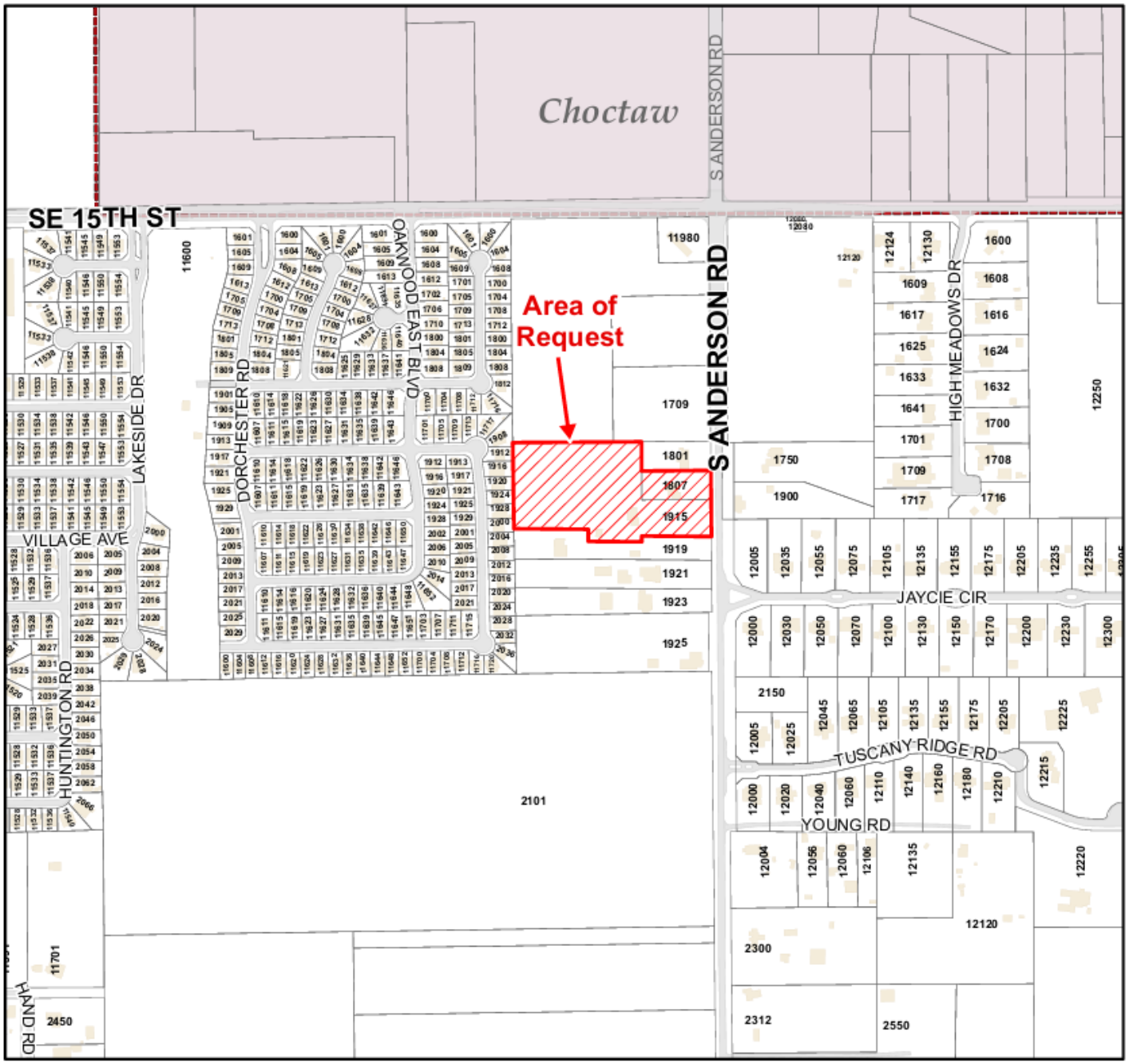
Please feel free to contact my office at (405) 739-1228 with any questions.

Matt Summers, AICP

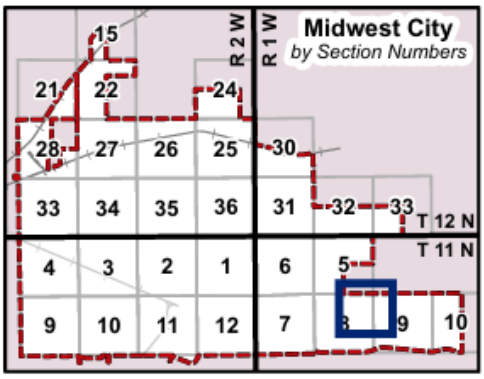
Community Development Director

MIDWEST CITY
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Locator Map



Created on June 15, 2026 using ArcPY script - MP-34

General Map Legend

- Area of Request
- Parcels with Addresses
- Buildings
- Edge of Pavement
- MWC City Limits

Railroads

- Active
- Inactive / Closed

GENERAL MAP FOR MP-34 (NE/4, Sec. 8, T11N, R1W)

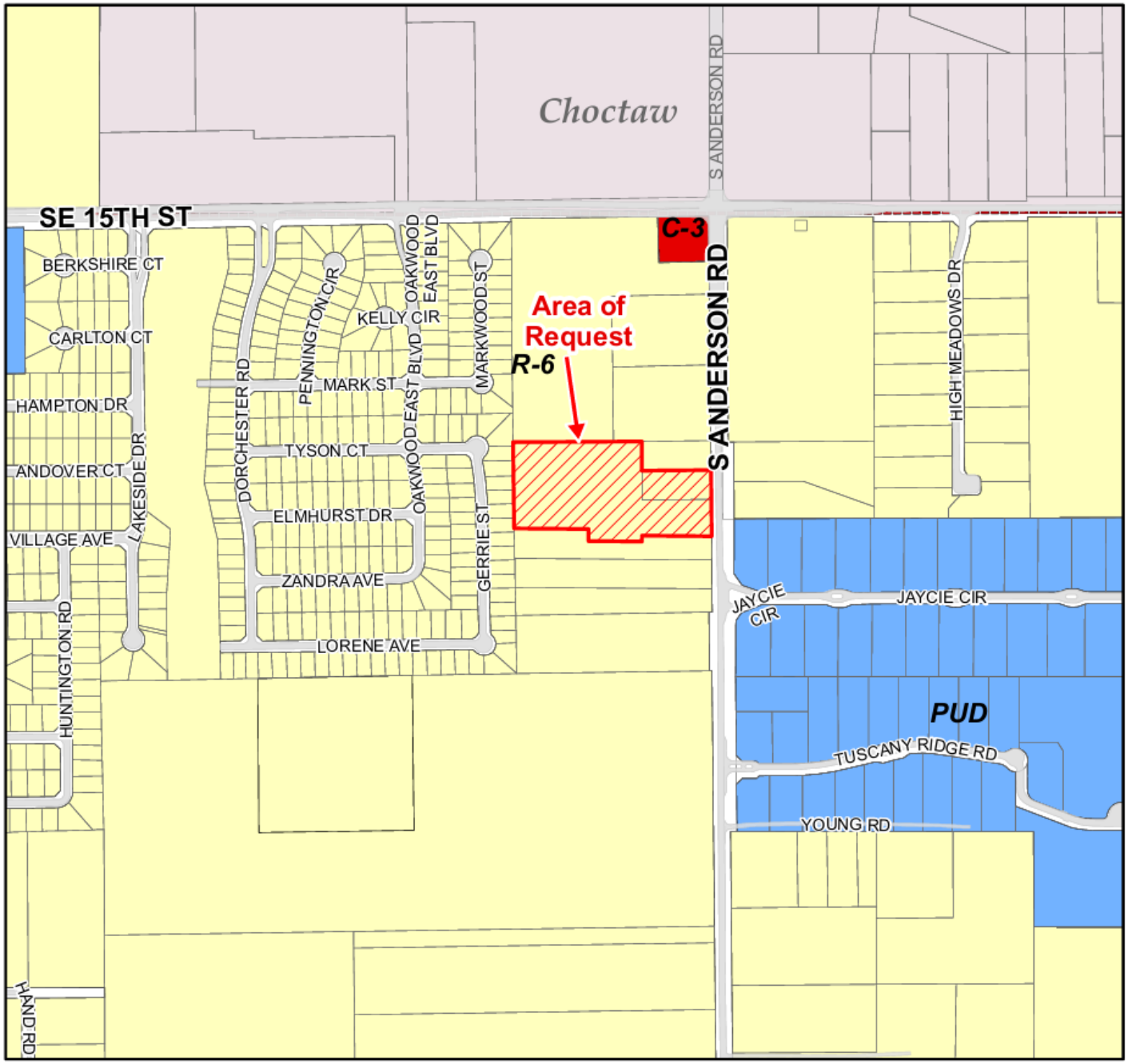
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On 8.5" x 11" paper 1 inch equals 600 feet

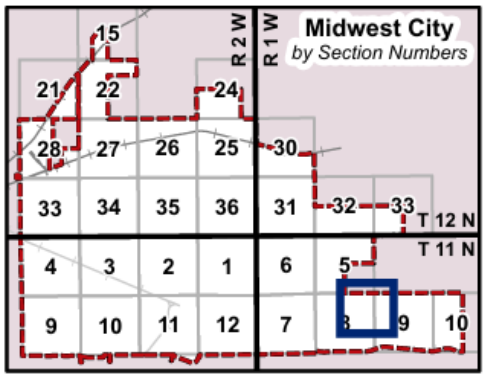
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MIDWEST CITY
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GIS - Information Technology/ Planning & Zoning



Locator Map



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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-34 (NE/4, Sec. 8, T11N, R1W)

N

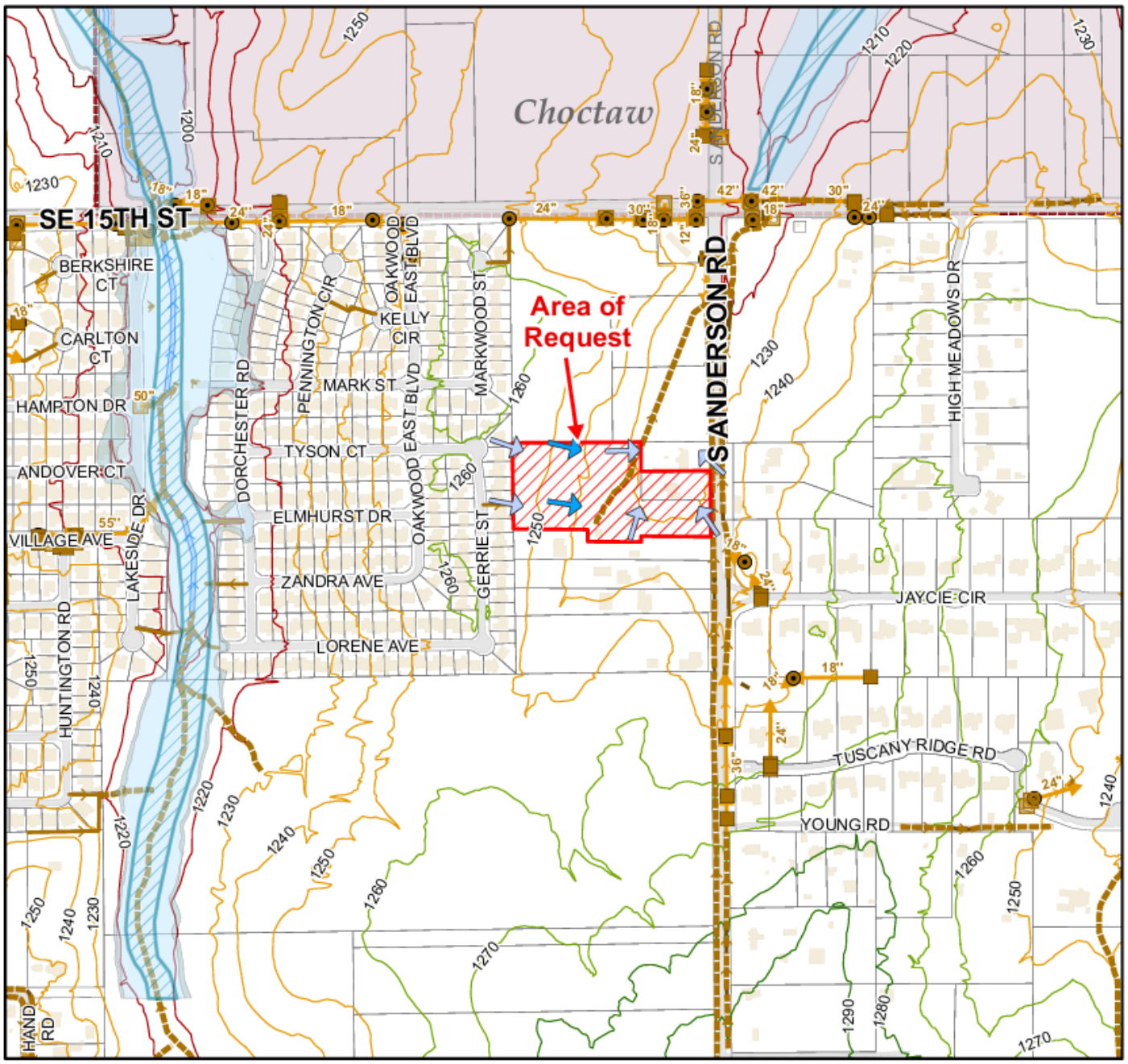
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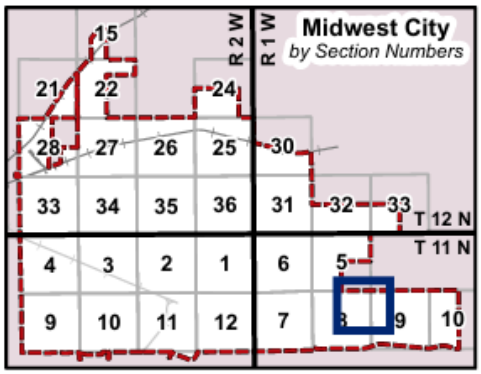
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Locator Map



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Drainage Legend

- Curb Inlets
- Inlets
- Junction Box
- Culverts
- Flumes
- Developed Channels
- Trickle Channels
- Undeveloped Channels
- Storm Lines
- Creeks

2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- Floodway

Contours

- 1166-1204 ft
- 1204-1228 ft
- 1228-1250 ft
- 1250-1278 ft
- 1278-1324 ft

Slope

- <2°
- 3-5°
- 6-10°
- 11-20°

DRAINAGE MAP FOR MP-34 (NE/4, Sec. 8, T11N, R1W)

N

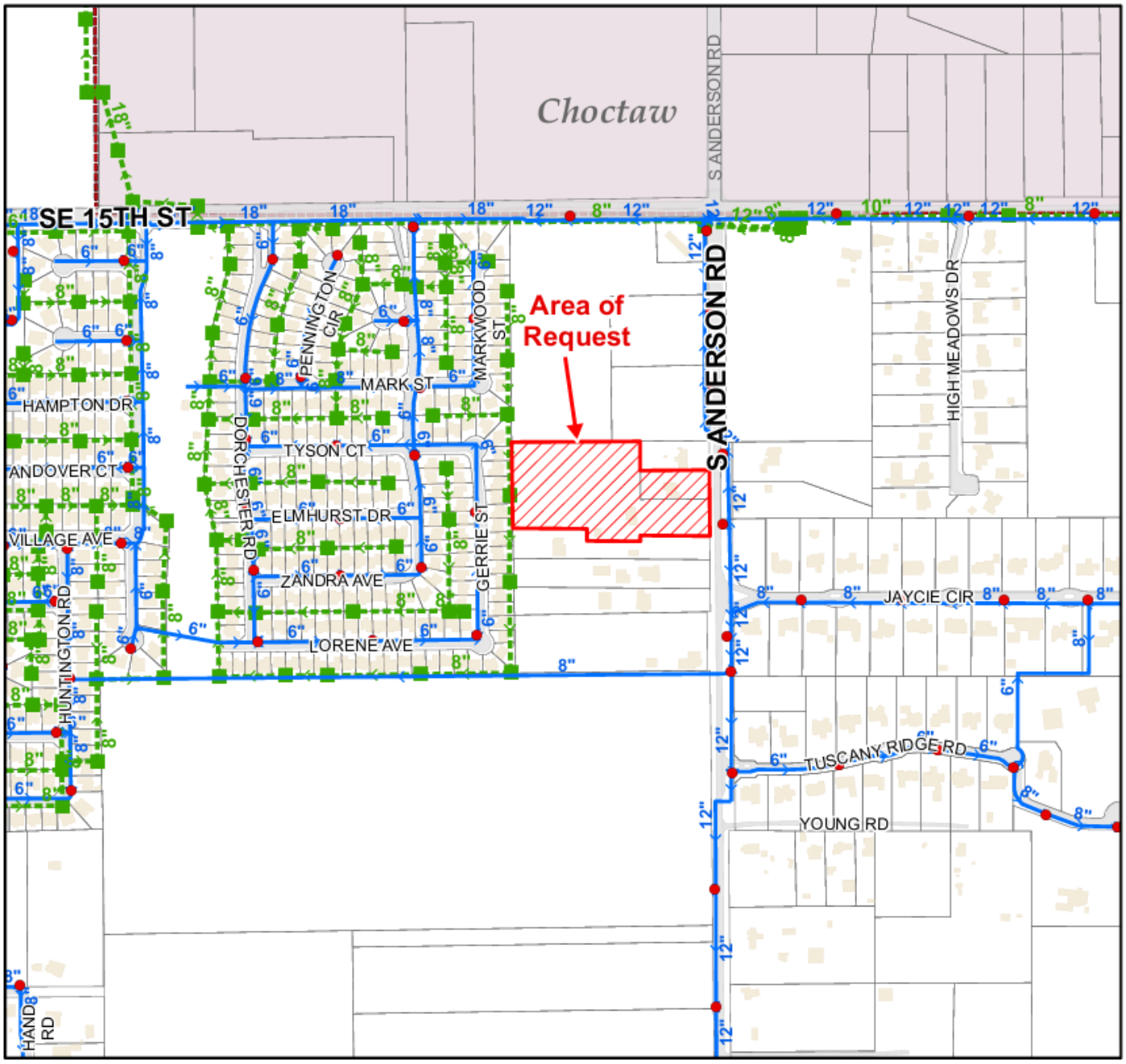
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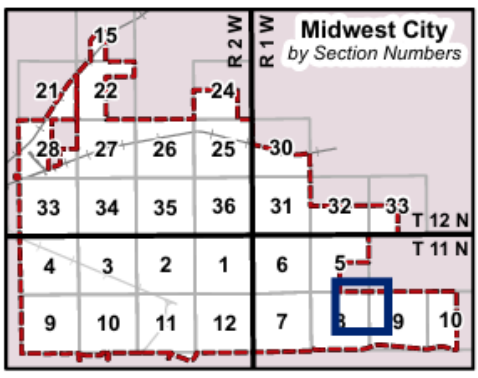
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MIDWEST CITY
Where the Spirit Flies High

GIS - Information Technology/ Planning & Zoning



Locator Map



Created on June 15, 2026 using ArcPY script - MP-34

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-34 (NE/4, Sec. 8, T11N, R1W)

N 0 570 1,140 Feet

On 8.5" x 11" paper 1 inch equals 600 feet

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MINOR PLAT OF 1915 S ANDERSON ADDITION

Section Eight (8), Township Eleven (11) North, Range One (1) West
Midwest City, Oklahoma County, Oklahoma

Owner's Certificate and Dedication

KNOW ALL MEN BY THESE PRESENTS:
That Jeff Plunkett and Melanie Plunkett, husband and wife, are the owners of the property of the following described land in the City of Midwest City, Oklahoma, Oklahoma County, State of Oklahoma.

A tract of land being a part of the Northeast Quarter (NE/4) of Section Eight (8), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Northeast corner of the Northwest Quarter (NE/4) of said Section 8; Thence South 00°07'45" West a distance of 1242.00 feet to the Point of Beginning; Thence South 88°58'00" West (recorded as South 89°58'31" West) a measured distance of 338.02 feet (recorded as 330.00 feet) to a point; Thence North 01°54'44" East (recorded as North 00°07'45" East) a measured distance of 257.00 feet (recorded as 250.00 feet) to a point; Thence South 89°50'54" West (recorded as South 89°58'31" West) a measured distance of 548.82 feet (recorded as 549.94 feet) to a point; Thence South 00°07'34" West (recorded as South 00°07'32" West) a distance of 368.19 feet to a point; Thence South 89°59'24" East a distance of 322.68 feet to a point; Thence South 00°00'36" West a distance of 51.96 feet to a point; Thence South 89°59'24" East a distance of 228.67 feet to a point; Thence North 00°26'46" East a distance of 25.00 feet to a point; Thence South 89°59'24" East a distance of 327.15 feet to a point; Thence North 00°07'45" East a distance of 146.00 feet to the Point of Beginning.

Subscribed this ___ day of _____, 20___.

Jeff Plunkett

Melanie Plunkett

KNOW ALL MEN BY THESE PRESENTS:
That Jarrod M. Bartlett, a married person, is the owner of the property of the following described land in the City of Midwest City, Oklahoma, Oklahoma County, State of Oklahoma.

The East 330 feet of the South 125 feet of the North 250 feet of the South 496 feet of the North 1488 feet of the Northeast Quarter (NE/4) of Section Eight (8), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma.

Subscribed this ___ day of _____, 20___.

Jarrod Bartlett

Owner's Notary

STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20___, personally appeared Jeff Plunkett and Melanie Plunkett and Jarrod Bartlett, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year last above written,

Notary Public

My Commission Number is:
My Commission Expires:

Bonded Abstractors Certificate

The undersigned duly qualified and lawfully bonded abstractor of title in and for the county of Oklahoma, State of Oklahoma, hereby certifies that the records of said county and state show that title to the land on the annexed plat is vested in Jeff Plunkett and Melanie Plunkett on this ___ day of _____, 20___, there were no actions pending, or judgments of any nature in any court, or on file with any clerk of any court in said county and state against said land or the owners thereof, and that the taxes are paid for 20___ and prior years, and that there are no outstanding tax sales certificates, tax deeds outside the chain of title relied on and is subject to mortgages, easements, rights-of-way, oil and gas leases and mineral conveyances of record.

In witness whereof, sand Bonded Abstractor has caused this instrument to be executed this ___ day of _____, 20___.

By: Company Name

Title

County Treasurer's Certificate

I, _____, hereby certify that I am the duly elected, qualified and acting County Treasurer of Oklahoma County, State of Oklahoma, that the tax records of said county show all taxes paid for the year 20___ and all prior years on the land shown on the annexed plat, that the required statutory security has been deposited in the office of the County Treasurer, Guaranteeing payment of the current years taxes.

In witness whereof, said County Treasurer has caused this instrument to be executed this _____ day of _____, 20___.

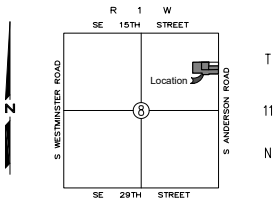
By: County Treasurer

Legal Descriptions

(Plunkett Tract)
Commencing at the Northeast corner of the Northwest Quarter (NE/4) of said Section 8; Thence South 00°07'45" West a distance of 1242.00 feet to the Point of Beginning; Thence South 88°58'00" West (recorded as South 89°58'31" West) a measured distance of 338.02 feet (recorded as 330.00 feet) to a point; Thence North 01°54'44" East (recorded as North 00°07'45" East) a measured distance of 257.00 feet (recorded as 250.00 feet) to a point; Thence South 89°50'54" West (recorded as South 89°58'31" West) a measured distance of 548.82 feet (recorded as 549.94 feet) to a point; Thence South 00°07'34" West (recorded as South 00°07'32" West) a distance of 368.19 feet to a point; Thence South 89°59'24" East a distance of 322.68 feet to a point; Thence South 00°00'36" West a distance of 51.96 feet to a point; Thence South 89°59'24" East a distance of 228.67 feet to a point; Thence North 00°26'46" East a distance of 25.00 feet to a point; Thence South 89°59'24" East a distance of 327.15 feet to a point; Thence North 00°07'45" East a distance of 146.00 feet to the Point of Beginning.

and

(Bartlett Tract)
The East 330 feet of the South 125 feet of the North 250 feet of the South 496 feet of the North 1488 feet of the Northeast Quarter (NE/4) of Section Eight (8), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma.



Location Map

Acceptance of Dedication of the City Council

Be it resolved by the Council of the City of Midwest City, Oklahoma, that the Deed Dedications shown on the annexed plat are hereby accepted adopted by the Council If the City of Midwest City, Oklahoma, This _____ Day of _____, 20___.

Date Signed:

Attest:

City Clerk

Mayor

City Planning Commission Approval

I _____, Chairman of the Planning Commission for the City of Midwest City, State of Oklahoma, hereby certify that the Midwest City Planning Commission duly approved the annexed plat on the _____ ay of _____, 20___.

Chairman

Surveyor's Certificate

I, James S. Yager, do hereby certify that I am a Licensed Land Surveyor in and for the State of Oklahoma, and that the Minor Plat of 1915 S ANDERSON ADDITION, an addition to Midwest City, Oklahoma County, Oklahoma, consisting of one sheet, represents a survey made under my direct supervision on the 5th day of April 2026, and that all monuments shown hereon actually exist and their positions are correctly shown, that this survey meets the Oklahoma Minimum Standards for the practice of Land Surveyors as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors; and that said Minor Plat complies with the requirements of title ii section 41-108 of the Oklahoma state statues.

Date Signed:

James S. Yager,
Licensed Professional Land Surveyor Number 1006

Surveyor's Notary

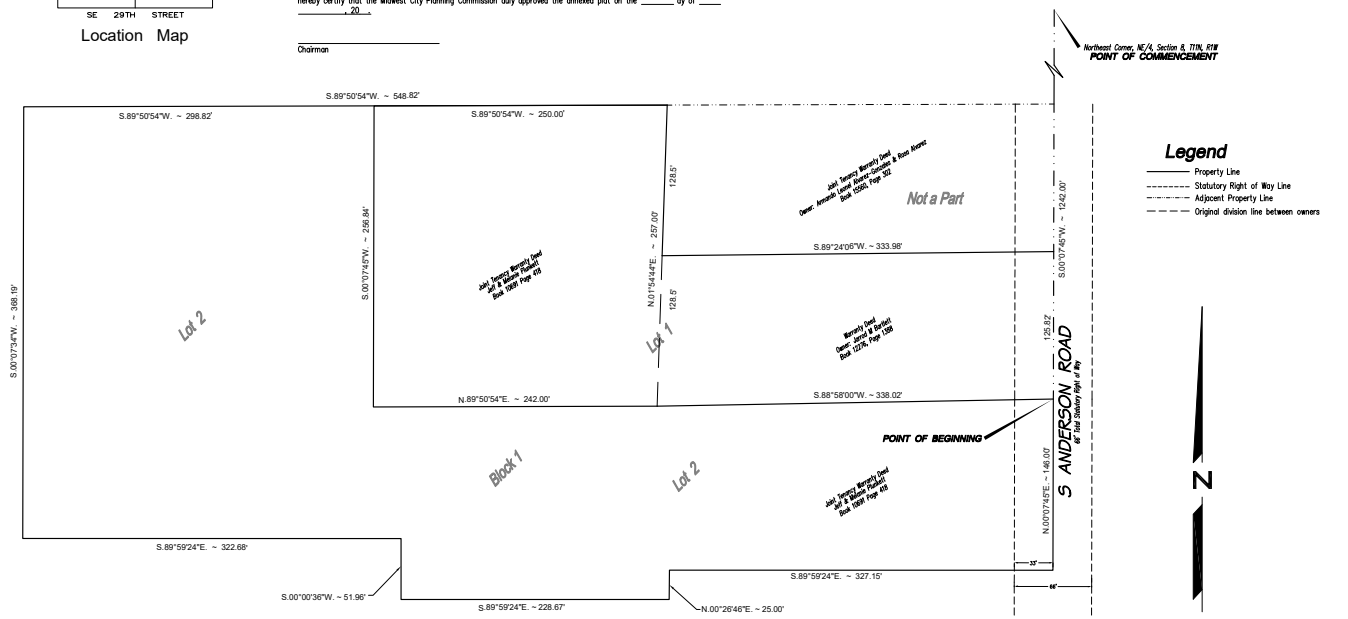
STATE OF OKLAHOMA)
) SS
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 20___, personally appeared _____ to me known to be the identical person who executed the within and foregoing instrument. and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year last above written,

Notary Public

My Commission Number is:
My Commission Expires:



Legend

- Property Line
- Statutory Right of Way Line
- Adjacent Property Line
- Original division line between owners

50 0 25 50 100 200
SCALE: 1" = 50'

OWNER'S NOTARY SEAL	ABSTRACTER'S SEAL	SURVEYOR'S SEAL	SURVEYOR'S NOTARY SEAL	CITY SEAL	COUNTY TREASURER'S SEAL
		JAMES S YAGER 1006 PROFESSIONAL LAND SURVEYOR OKLAHOMA			

Basis of Bearings:
East line of the subject property recorded in Deed Book 10691, Page 417 having a bearing of S.00°07'45"W.

C:\SURVEYS\BARTLETT\AMMENDED PLAT.DWG

James S. Yager
Licensed Professional Land Surveyor
Certificate of Authorization Number 2778
1212 South Air Depot * Number 19 Suite 102
Midwest City, Oklahoma 73110
Telephone: 405-737-3412/Fax: 405-737-4215

SHEET 1 OF 1

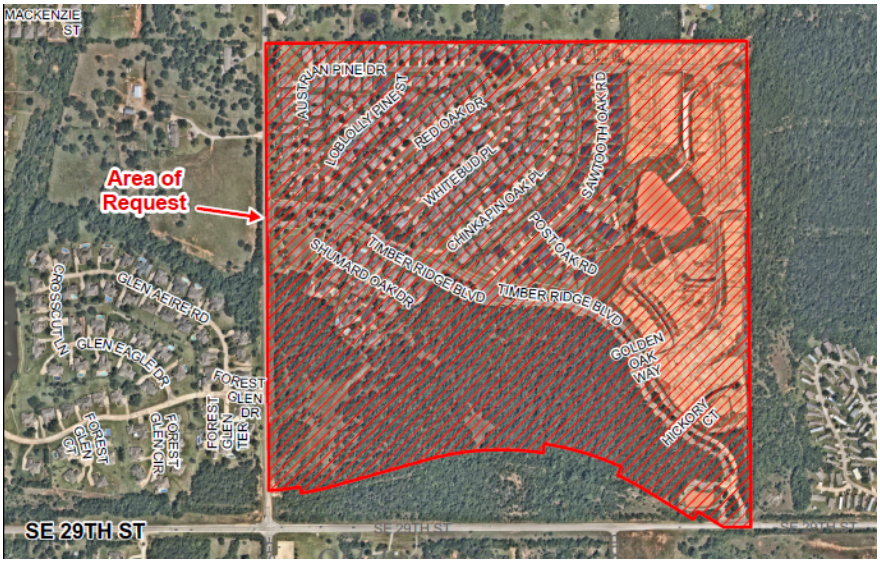
To: Honorable Mayor and Council

From: Matt Summers, Community Development Director

Date: July 28, 2026

Subject: (PC-2249) Public hearing, discussion, consideration, and possible action on an ordinance to redistrict from Planned Unit Development ("PUD") to Amended Planned Unit Development ("PUD") for Timber Ridge Pointe Addition, described as part of the Southwest Quarter (SW/4) of Section Ten (10), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma. (Ward 6)

Executive Summary: The Applicant is requesting an amendment to the existing Planned Unit Development ("PUD") Master Design Statement for the Timber Ridge Pointe Addition to allow alternative amenities.



The Timber Ridge Pointe PUD was approved in 2005 and subsequently amended in 2007 and 2008 to modify lot widths, home sizes, street layout, access points, drainage patterns, and to incorporate natural vegetation within common areas to buffer grade changes. Since that time, substantial single-family residential development has occurred on the northern portion of the property.

All previously adopted iterations of the PUD stated the Developer would provide: "a pool, clubhouse, nature park, and playground equipment located near the 2.5-acre lake." The current proposal seeks to amend the Developer provided amenities to: "a pavilion, pickleball court, nature park, and playground equipment located near the 2.5-acre lake." These amenities would be available for residents' recreational use and maintained by the Homeowners Association ("HOA").

Both state and local notification requirements were met. At the time of this writing, staff have received five (5) phone calls regarding the application. One (1) caller expressed support, and two (2) callers expressed opposition to the request, including one who stated that "they were promised a swimming pool in 2018, which was a selling point."

During the Planning Commission meeting, members of the public provided comments regarding the request. One (1) individual spoke in support of the proposed amendment, while one (1) resident spoke in opposition. Following public discussion, the Planning Commission unanimously recommended denial of the application.

Action is at the discretion of the Council.

Dates of Hearing:

Planning Commission- July 7, 2026
City Council- July 28, 2026

Date of Pre-Application Meeting: March 26, 2026

Date of the Site Plan Review Meeting: May 28, 2026

Council Ward: Ward 6, Rick Favors

Owner: IH Development, LLC and Timberridge Pointe Land Fund, LLC

Applicant: Brik Filippo, Ideal Homes

Proposed Use: Planned Unit Development ("PUD")

Size: 142.22 acres more or less

Development Proposed by Comprehensive Plan:

Area of Request:	Estate Residential
North:	Estate Residential
South:	City of Oklahoma City
East:	Unincorporated
West:	Estate Residential

Zoning Districts:

Area of Request:	PUD
North:	R-6
South:	City of Oklahoma City
East:	Unincorporated
West:	PUD

Land Use:

Area of Request:	Single Family Residences
North:	Single Family Residences
South:	City of Oklahoma City (Single Family Residences)
East:	Unincorporated (Mobile Home Park)
West:	Single Family Residences

Comprehensive Plan Citation:
The future land use designation for the subject property is Estate Residential.

Estate Residential
The primary use of this area is for detached single-family homes situated on large lots. Homes are generally spaced farther apart than those in traditional residential subdivisions and may deviate from the traditional neighborhood pattern. The permitted density is 0–2 units per acre, and this designation also allows non-residential uses that support the residential development, including parks, recreation facilities, and schools.

Municipal Code Citation:

2.25. – PUD, Planned Unit Development

2.25.1. *General Provisions.* The planned unit development, herein referred to as PUD, is a special zoning district category that provides an alternate approach to conventional land use control to produce unique, creative, progressive, or quality land developments.

The PUD may be used for particular tracts or parcels of land that are under common ownership and are to be developed as one unit according to a master development plan.

The PUD is subject to special review procedures within 7.3 PUD Application and Review (Page 174) and once approved by the City Council it becomes a special zoning classification for the property it represents.

2.25.2. *Intent and Purpose.* The intent and purpose of the planned unit development provisions are as follows:

(A) *Innovative development.* Encourage innovative development while maintaining appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.

(B) *Flexibility within developments*. Permit flexibility within the development to maximize the unique physical features of the particular site.

(C) *Efficient use of land.* Encourage efficient use of land, facilitate economic arrangement of buildings and circulation systems, and encourage diversified living environments and land uses.

(D) *Function, design, and diversity*. Achieve a continuity of function and design within the development and encourage diversified living environments and land uses.

(E) *Modifications to development requirements*. Provide a vehicle for negotiation modifications in standard development requirements in order to both encourage innovative development and protect the health, safety and welfare of the community.

2.8. – R-6, Single-Family Detached Residential District

2.9.1. *General Description.* This is a residential district to provide for medium density housing ranging from ten (10) to twenty (20) dwelling units per gross acre. The principal use of land is for townhouses and low-rise multifamily dwellings.

History:

1. The subject property was zoned R-1-D, Single-Family Detached with the adoption of the 1985 atlas.
2. The property was rezoned to a PUD, Planned Unit Development governed by the R-1-D district and named Timber Ridge Pointe in April 2005. (PC-1577).
3. City Council approved a Preliminary Plat for this area in April 2005. (PC-1580).
4. The final plat for Timber Ridge Pointe Section 1 was approved June 8, 2005. (PC-1589).
5. In August 2007, the final plat for Timber Ridge Pointe Section 2 was approved. (PC-1642).
6. On September 18, 2007, the amended PUD for Timber Ridge Pointe was approved to alter the lot width percentages, home sizes, street configuration, points of access, and drainage ways. (PC-1643).
7. The revised preliminary plat was approved September 2007. (PC-1648).
8. In October 2007, the final plat for Timber Ridge Pointe Sections 3,4, and 5 was approved, but there was no substantial development. (PC-1651, PC-1652, and PC-1653).
9. The second PUD amendment of Timber Ridge Pointe was approved in June 2008 to add natural vegetation in the common areas to provide buffering between the grade changes. (PC-1672).
10. The final plat of Timber Ridge Pointe Section 3 was approved in March 2011. (PC-1734).

11. The final plat of Timber Ridge Pointe Section 4 was approved in October 2014 (PC-1814).
12. The final plat of Timber Ridge Pointe Section 4 was approved again in March 2019 because the previous approval was never filed and became void. (PC-1985).
13. The third PUD amendment was approved September 10, 2019, to permit cedar siding and allow a model home with a sales office in the garage. (PC-2009).

Next Steps:
If Council approves the amended PUD, the applicant or any subsequent property owner may proceed with submitting applications for the required building permits, then Certificate of Occupancy.

Staff Comments-
There are numerous construction requirement references made in the Engineering, Fire Marshal, and Public Works portions of this report. The intent of the Municipal Code is to directly involve the applicant in continued community development activities such as extending public sewer and water and making street improvements, for example. This is a rezoning application, and the construction references are provided to make the applicant and subsequent developers of this property aware of their applicability as they relate to the future development or redevelopment of this property.

Engineering Staff Comments:
Note: No engineering improvements are required with this application.

Water Supply and Distribution

There is a public water main bordering the proposed parcel, a twelve (12) inch line running along the south side of Timber Ridge Boulevard.

Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There is a public sewer main bordering the proposed parcel, an eight (8) inch line running along the north side of Timber Ridge Boulevard.

Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Timber Ridge Boulevard is classified as a collector road in the 2025 Comprehensive Plan.

The applicant has proposed private driveway connections to Timber Ridge Boulevard.

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, any improvements needed will be constructed as part of any new building permit or plat application.

Easements and Right-of-Way

No further easements or right of way are required with this application.

Fire Marshal's Comments:

Fire Department / Emergency Access Roads

All new commercial construction, gated communities, and business in the city shall provide an approved emergency rapid access device or key box. Access and operational standards for controlled access gates and gated subdivisions shall meet the requirements set forth in Midwest City Ordinance Sec. 15-26 (IFC 506)

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

Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8. (2018 IFC Sec 503.2).

— Unobstructed width of not less than 20 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches.

— Turning radius is required to meet the parameters of the 95' Sidestacker platform apparatus (Turning radius document attached to the PC Case Files).

— Dead-Ends exceeding 150 feet in length shall be provided with an approved area for turning around fire apparatus.

Midwest City Ordinance Section 15-22 – Location of Hydrants

(b) Fire hydrants shall be located and so spaced that no hose lay from a fire apparatus exceeds five hundred (500) feet within areas containing one- and two-family detached dwellings.

(c) In all areas except those containing only one- and two-family detached dwellings, fire hydrants shall be located in such a manner that no hose line will exceed four hundred (400) feet in length to reach any accessible portion of the exterior of any building and is dependent on the ability to place an apparatus in such a manner necessary to utilize said hydrant. Distance shall be measured by the lay of the hose, not by line of sight.

(d) Within all other areas, including but not limited to, mercantile, business, educational, assembly, detention and correctional, health care, storage, industrial and multifamily dwellings, the maximum spacing shall be no more than four hundred (400) feet. Buildings of noncombustible or limited combustible construction, protected by a complete automatic sprinkler system and classified by NFPA 13 as "Light or Ordinary Hazard" may be protected by fire hydrants located with a maximum spacing of five hundred (500) feet. Distance shall be measured by the lay of the hose, not by line of sight.

(e) In areas of commercial development, fire hydrants shall be located in a sufficient number and manner to supply the required flow, per the adopted edition of International Fire Code requirements, for a structure and its exposures or supply adequate water for the fire sprinkler system.

Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1).

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

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

Planning Division:
Staff met with the applicant on March 26, 2026, for a pre-application meeting. A Site Plan Review Team meeting was held on May 28, 2026, with representatives from the Community Development, Engineering, and Fire departments in attendance.
The Timber Ridge Pointe Addition encompasses approximately 142 acres and is located northeast of the intersection of SE 29th Street and Hiwassee Road. The area of request was rezoned to PUD governed by the R-1-D, Single-Family Detached Residential District, in 2005.

The original PUD, as well as subsequent amended PUDs, committed to amenities such as nature trails, a swimming pool, clubhouse, and park with playground equipment for recreation use within the common area. The applicant is no longer pursuing the construction of the swimming pool or clubhouse; however, all other elements of the previously approved PUD generally remain unchanged.

As outlined in the Scope and Concept section of the Amended PUD Master Design Statement, the applicant proposes to replace the clubhouse and swimming pool with a pavilion and pickleball court. The park with playground equipment will remain, and Exhibit F of the amended Master Design Statement illustrates the layout of the proposed amenities.

Pursuant to Section 2.54.4(C)(2), Criteria for Planned Unit Development (PUD) Review and Approval, amenities are considered an important component in the justification and approval of a PUD. Such amenities should provide usable open space that contributes to the public good and encourages community interaction.

The original PUD master design statement described a “central feature” surrounding the 2.5-acre lake in the northeast portion of the addition that would hopefully serve as a gathering place and contribute to neighborhood identity. **“Having a central meeting place brings a community together and instills a sense of belonging and pride in a neighborhood. The aim of this development is to create a great place to live and set a standard above the ordinary subdivision.”** The original proposal included a 1-acre nature park, a playground, swimming pool, and a clubhouse. These features were presented as part of a broader effort to create a distinctive neighborhood.

Any elements not explicitly addressed in the amended Master Design Statement for Timber Ridge Pointe Addition must comply with the development regulations of the underlying R-1-D zoning district.

At the time of this writing, staff has received five (5) public inquiries regarding the nature of this application.

The Planning Commission unanimously recommended denial of the PUD amendment.

Action is at the discretion of the Council.

Action Required:
Approve or reject the ordinance to redistrict from Planned Unit Development (“PUD”) to Amended Planned Unit Development (“PUD”) for the property noted herein, subject to staff comments as found in the July 28, 2026, Council agenda packet and made part of the PC-2249 file.

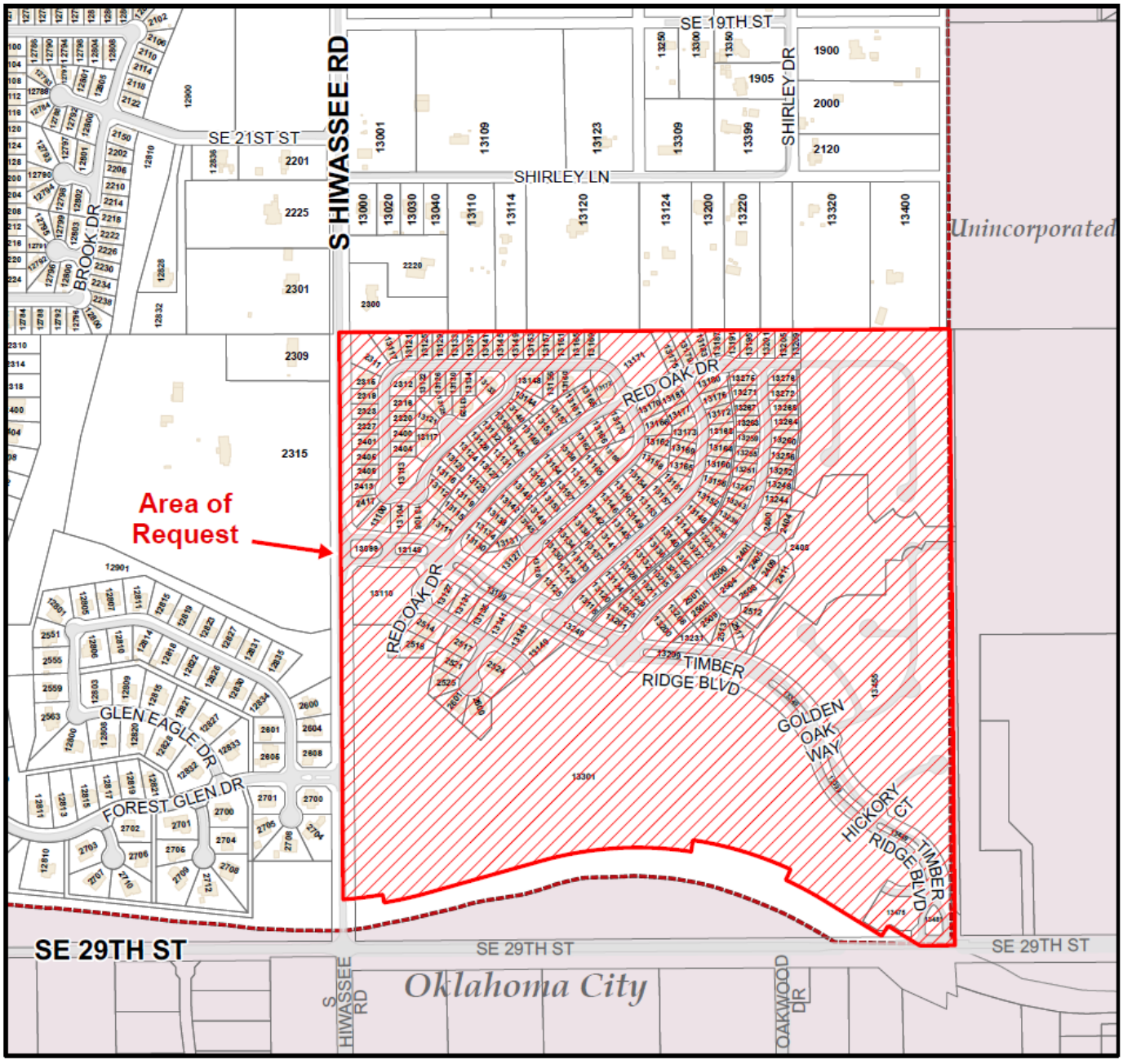
Suggested Motion:
"To reject the ordinance redistricting all of the Timber Ridge Pointe Addition to Amended Planned Unit Development subject to staff comments found in the July 28, 2026, City Council agenda packet and made part of the PC-2249 file."

Please feel free to contact the Community Development Department at (405) 739-1228 with any questions.

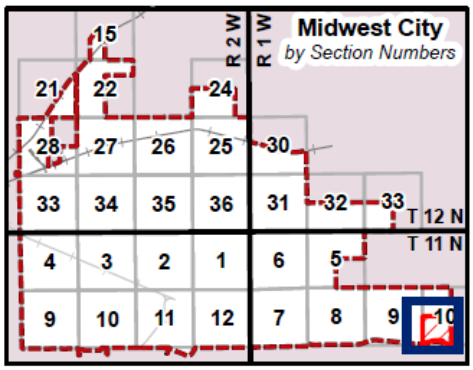
Matt Summers, AICP
Community Development Director

MIDWEST CITY
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Locator Map



Created on June 03, 2026 using ArcPY script - PC-2249

General Map Legend

- Area of Request
- Parcels with Addresses
- Buildings
- Edge of Pavement
- MWC City Limits

Railroads

- Active
- Inactive / Closed

GENERAL MAP FOR PC-2249 (SW/4, Sec. 10, T11N, R1W)

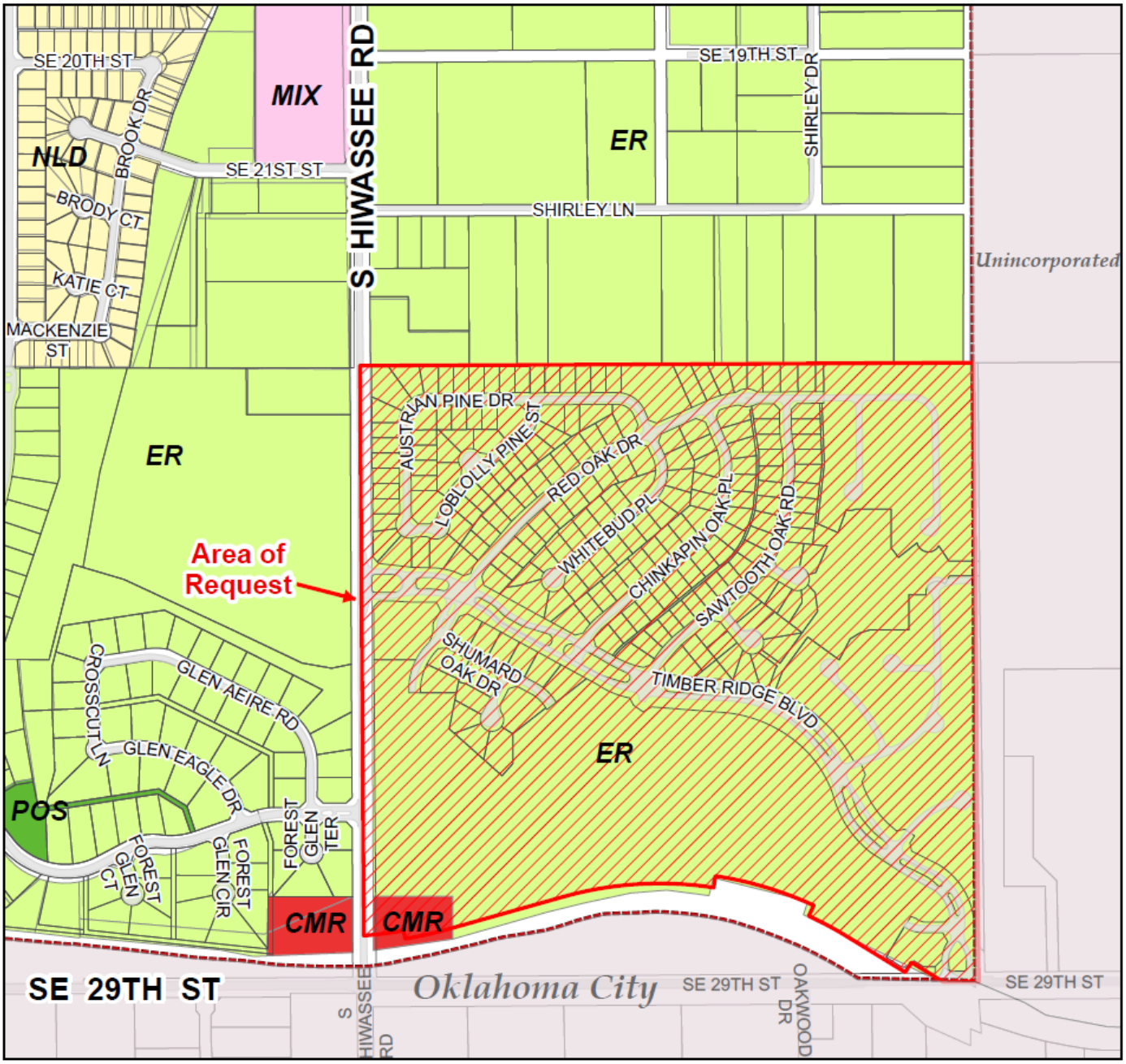
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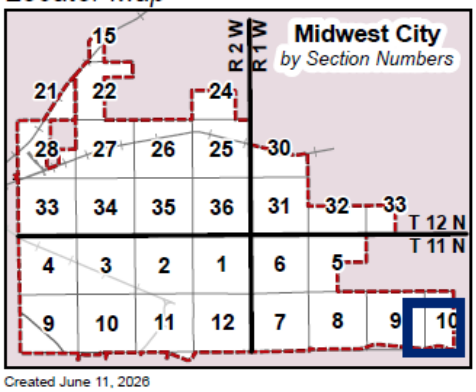
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Locator Map



Created June 11, 2026

Future Land Use Legend

- Estate Residential
- Neighborhood Low Density
- Neighborhood Med to High Density
- Mixed Use
- Local Commercial
- Regional Commercial
- Industrial
- Public/Semi-Public
- Parks/Open Space
- SpecialPlanningAreas2026

FUTURE LAND USE MAP FOR PC-2249 (SW/4, Sec 10, T11N, R1W)

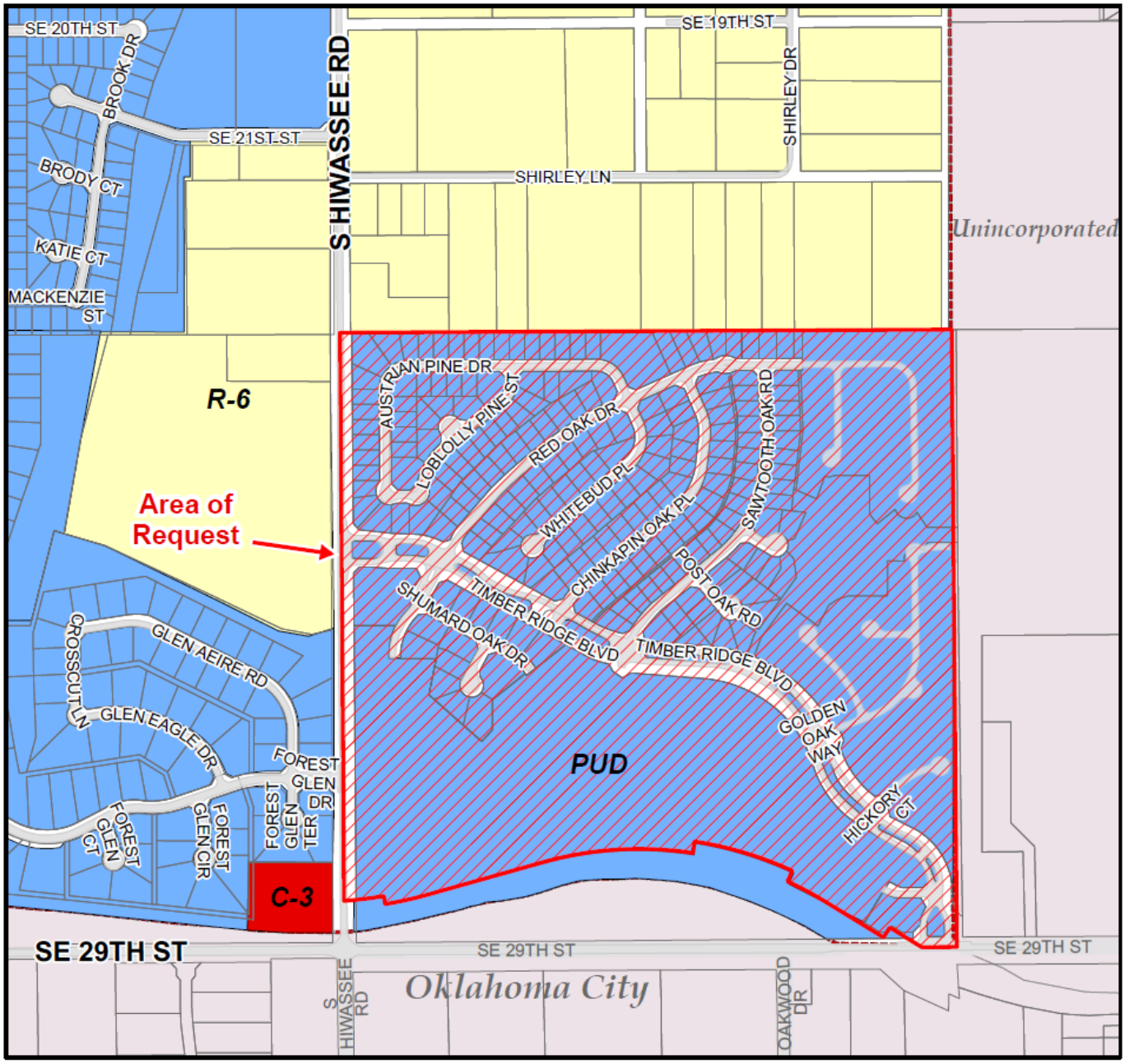
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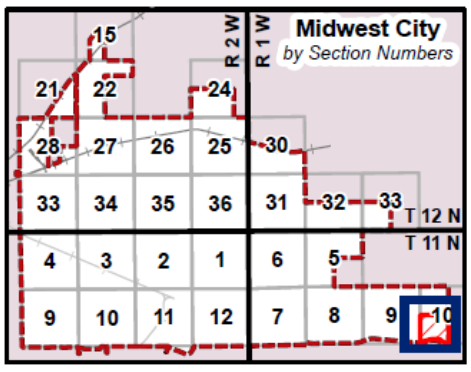
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Locator Map



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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 PC-2249 (SW/4, Sec. 10, T11N, R1W)

N

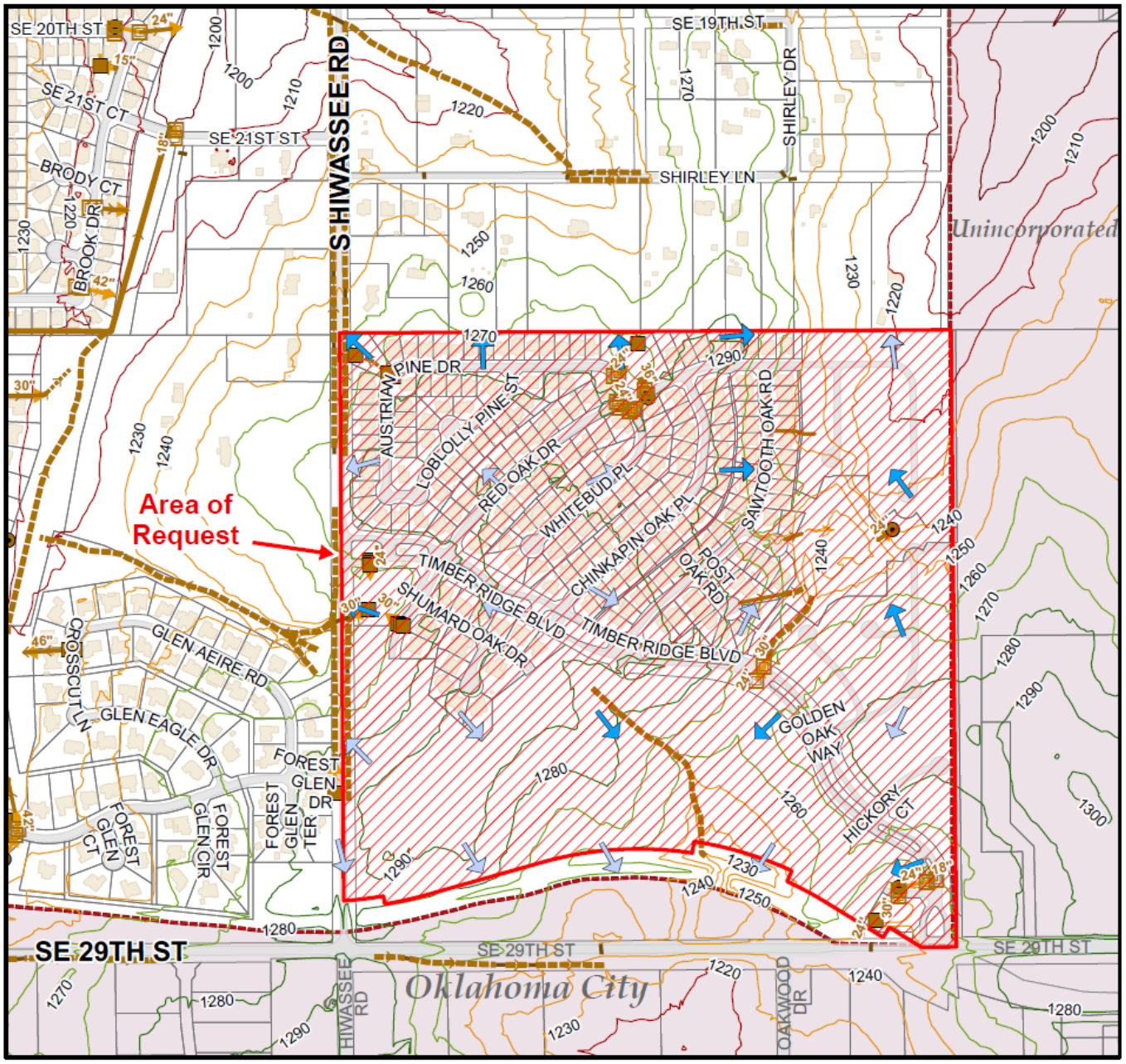
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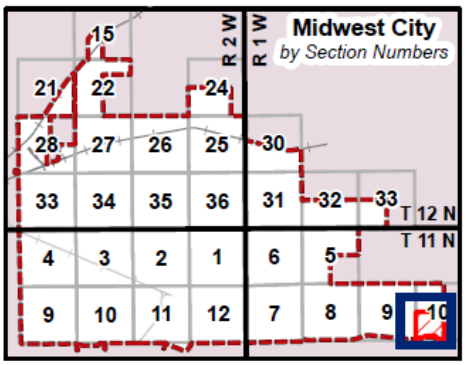
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Locator Map



Created on June 03, 2026 using ArcPY script - PC-2249

Drainage Legend

- Curb Inlets
- Inlets
- Junction Box
- Culverts
- Flumes
- Developed Channels
- Trickle Channels
- Undeveloped Channels
- Storm Lines
- Creeks

2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- Floodway

Contours

- 1166-1204 ft
- 1204-1228 ft
- 1228-1250 ft
- 1250-1278 ft
- 1278-1324 ft

Magnitude

- <2°
- 3-5°
- 6-10°
- 11-20°

DRAINAGE MAP FOR PC-2249 (SE/4, Sec 6, T11N, R1W)

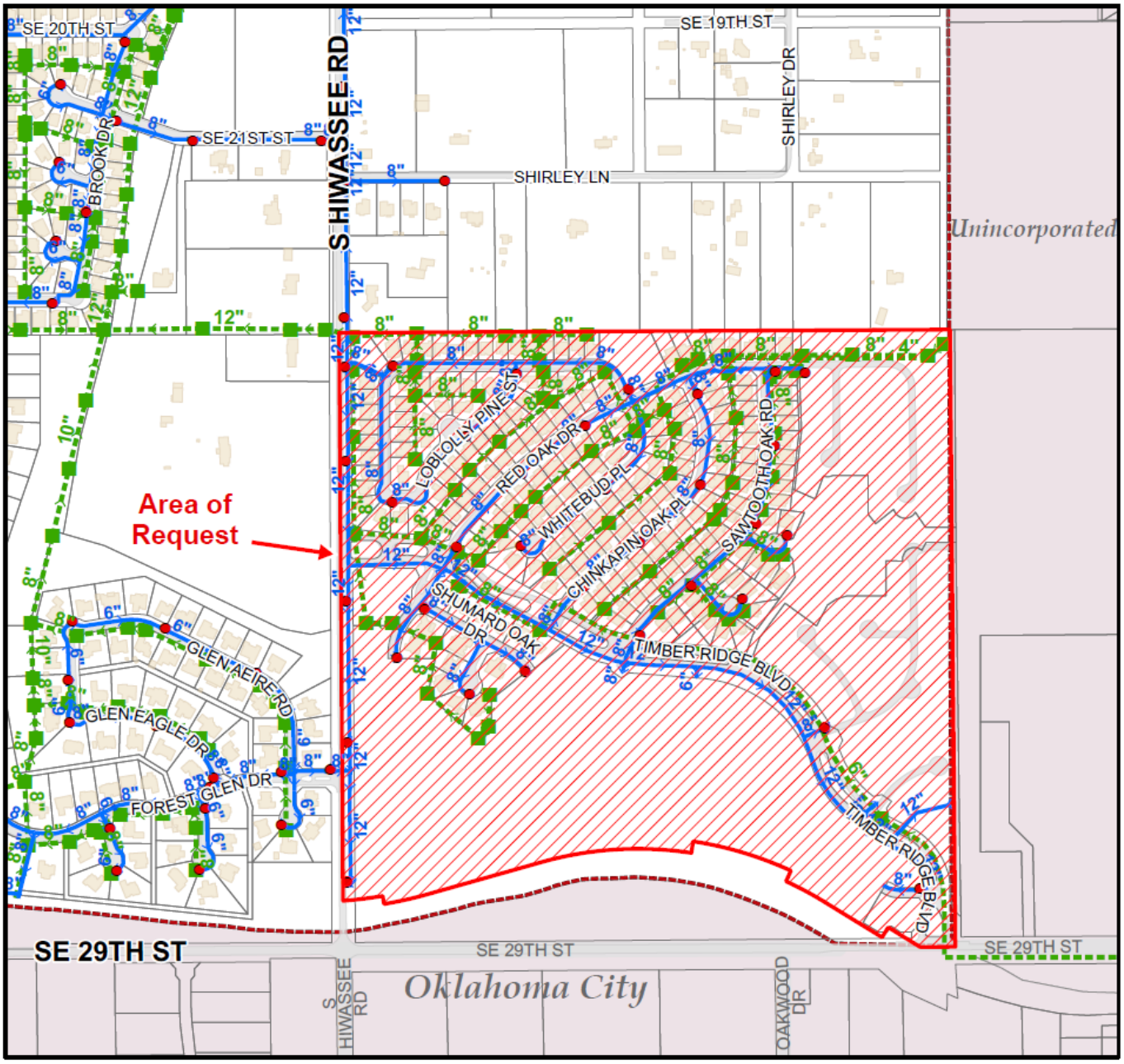
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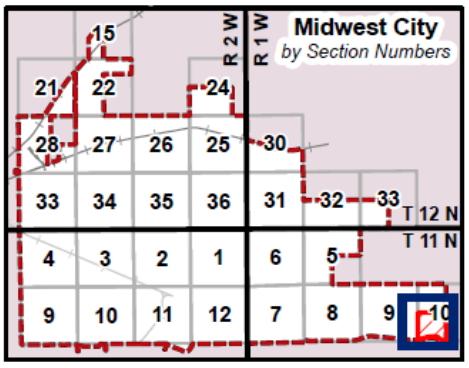
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Where the Spirit Flies High

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Locator Map



Created on June 03, 2026 using ArcPY script - PC-2249

Water/Sewer Legend

- Fire Hydrants

Water Lines

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

WATER SEWER MAP FOR PC-2249 (SW/4, Sec. 10, T11N, R1W)

N 0 570 1,140 Feet

On 8.5" x 11" paper 1 inch equals 600 feet

THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.

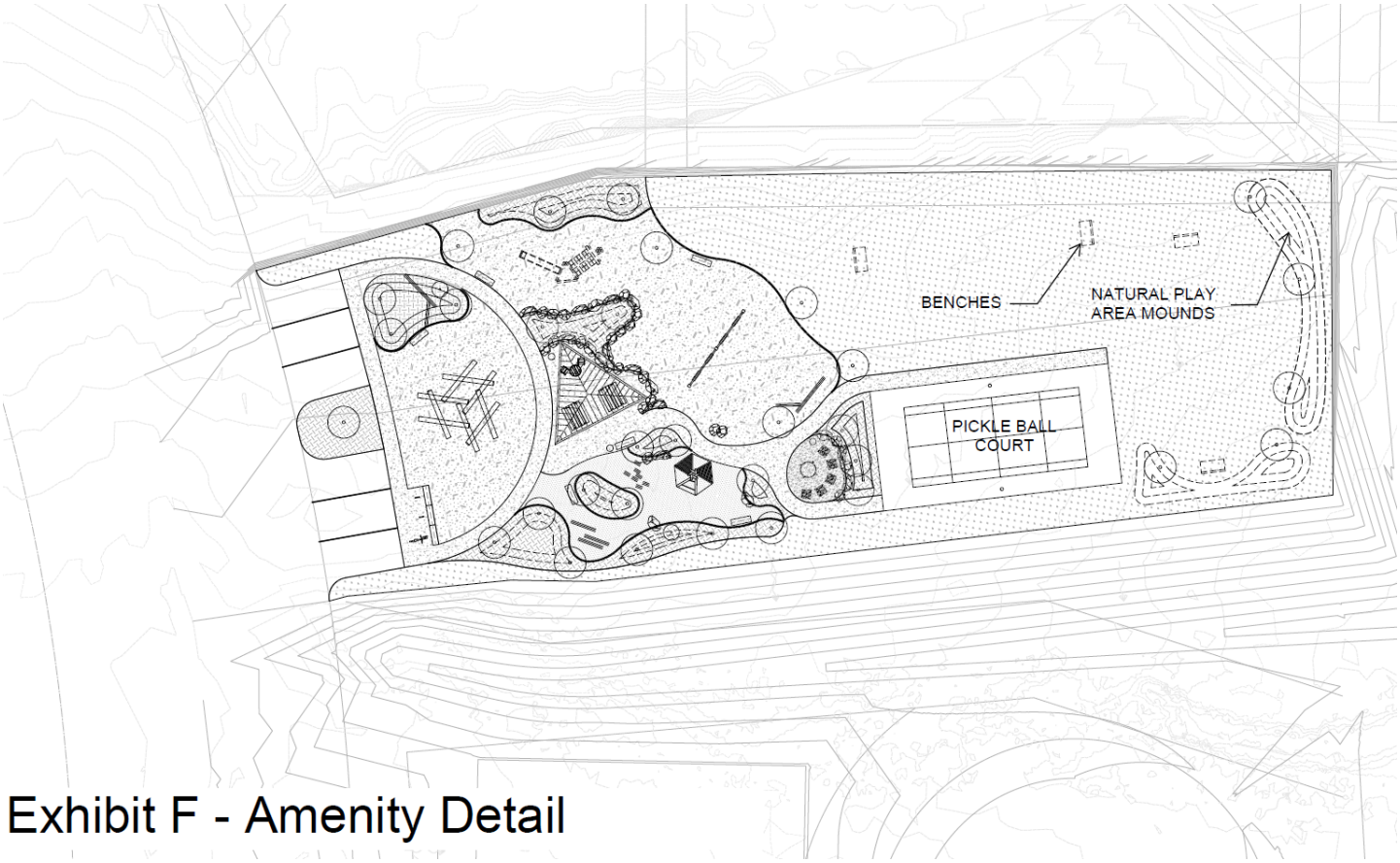


Exhibit F - Amenity Detail

The Commons | Schematic Design



TIMBER RIDGE - Community & Natural Play Area

KEY

01 Sidewalks (4'-Wide)
02 Swing Set (4-Seats)
03 Shade Structure with Cafe String Lights
04 Fire Pit
05 Tots Play Area
06 Natural Play Area
07 Parking
08 Bike Racks
09 Picnic Tables
10 Lounge Chairs with Tables
11 Boulder Bench

Sod - Turf
Play Sand
Engineered Wood Fibers - Play Mulch
Limestone Screenings with Binder
Concrete
Planting Bed with Wood Mulch

COPELAND DESIGN COLLECTIVE

PC-2249

ORDINANCE NO. _____

AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY DESCRIBED IN THIS ORDINANCE TO PUD, PLANNED UNIT DEVELOPMENT, AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY'S ZONING DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY

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

ORDINANCE

SECTION 1. That the zoning district of the following described property is hereby reclassified to PUD, Planned Unit Development subject to the conditions contained in the PC-2249 file, and that the official Zoning District Map shall be amended to reflect the reclassification of the property's zoning district as specified in this ordinance:

See Exhibit "A"

SECTION 2. That the PUD master plan is adopted for the property described by the legal description in Section 1. The master plan consists of both a Design Statement and a Master Development Plan Map. The master plan is included in this ordinance as Exhibit B. Any modifications, revisions, or expirations of the PUD master plan will be handled in accordance with Appendix A of the Midwest City Municipal Code.

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

SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____

_____
RICHARD R. RICE, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2026.

_____

_____
DONALD MAISCH, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

A part of the SW ¼ of Section 10, T11N, R1W, I.M., Oklahoma County, Oklahoma and more particularly described as follows, to-wit:

COMMENCING at the SW corner of said SW ¼;
THENCE North 00°04'20" West along the West line thereof a distance of 212.20 feet to the POINT OF BEGINNING;
THENCE North 00°04'20" West along said West line a distance of 2433.07 feet to the NW corner of said SW ¼;
THENCE South 89°57'43" East along the North line thereof a distance of 2619.71 feet to the NE corner of the said SW ¼;
THENCE South 00°09'05" East along the East line thereof a distance of 2643.53 feet to the SE corner of the said SW ¼;
THENCE North 90°00'00" West along the South line thereof a distance of 150.49 feet;
THENCE North 58°08'58" West a distance of 160.97 feet;
THENCE South 31°51'02" West a distance of 50.00 feet;
THENCE North 58°08'58" West a distance of 291.49 feet;
THENCE along a curve to the left having a radius of 1522.70 feet a distance of 185.45 feet long said curve having a chord direction of North 61°30'02" West;
THENCE North 25°00'37" East a distance of 50.00 feet;
THENCE along a curve to the left having a radius of 1572.74 feet a distance of 439.10 feet along said curve having a chord direction of North 72°59'17" West;
THENCE South 09°00'49" West a distance of 50.00 feet;
THENCE along a curve to the left having a radius of 1522.74 feet a distance of 648.76 feet along said curve having a chord direction of South 86°48'30" West;
THENCE South 74°36'10" West a distance of 501.64 feet;
THENCE along a curve to the right having a radius of 1763.08 feet a distance of 196.73 feet along said curve having a chord direction of South 77°38'18" West;
THENCE North 09°21'00" West a distance of 35.00 feet;
THENCE along a curve to the right having a radius of 1878.48 feet a distance of 171.28 feet along said curve having a chord direction of South 83°19'21" West to the POINT OF BEGINNING;

Containing 6194971.95 square feet or 142.22 acres, more or less.

PUD #1577
DESIGN STATEMENT
OF THE PLANNED UNIT DEVELOPMENT

OF

TIMBERRIDGE POINTE

A RESIDENTIAL DEVELOPMENT
LOCATED AT SE 29TH STREET AND HIAWASSEE ROAD
MIDWEST CITY, OKLAHOMA

REVISED
June 2026

APPLICANT:

IDEAL HOMES
1320 North Porter Avenue
NORMAN, OKLAHOMA 73071
405.437.6832

PREPARED BY:

CRAFTON TULL, INC.
300 Pointe Parkway Blvd
YUKON, OKLAHOMA 73099
405.787.6270

MODIFICATIONS

The revised Planned Unit Development of Timber Ridge Pointe Addition incorporates slight modifications to the previously approved Planned Unit Development.

The modifications have been made to the sections below.

4.0 SCOPE AND CONCEPT
Adjustments to the table regarding approximate lot widths.
6.0 SITE TOPOGRAPHY AND DRAINAGE
Subtraction of 6.3 OPEN DRAINAGE WAY IMPROVEMENTS.
EXHIBITS
Additional exhibits including a revised amenities detail, median removal and replacement detail, typical pavement w/ channel cross section detail and lots w/ drainage way conceptual detail.

1.0 INTRODUCTION

The Planned Unit Development of Timber Ridge Pointe Addition consists of approximately 142 acres and is located at the intersection of S.E. 29th Street and Hiwassee Road in the City of Midwest City, Oklahoma. This property is presently zoned R-1-D, Single Family Detached.

The property includes the Southwest Quarter of Section 10, Township 11 North, Range 1 West of the Indian Meridian, Oklahoma County, Oklahoma lying North of the railroad right-of-way, which is the limit of the City of Midwest City.

2.0 LEGAL DESCRIPTION

The legal description of the property comprising the Planned Unit Development of Timber Ridge Pointe Addition is described in "EXHIBIT A", attached hereto and made a part of this design statement.

3.0 DEVELOPER

The development of the Planned Unit Development of Timber Ridge Pointe Addition is EAST-WEST DEVELOPMENT LLC, 2964 Via Esperanza, Edmond, Oklahoma 73013.

4.0 SCOPE AND CONCEPT

It is the desired of the developer of the subject property to revise the existing zoning to allow for gated portions of the addition, a non-standard roll curb within the gated portions, and a 20-foot building line variance. This will be accomplished through the Special Development Regulations contained herein. These regulations shall allow for single-family uses within the R-1-D District. The design statement and exhibits that constitute this Planned Unit Development will provide the property the flexibility required to develop the subject property with a variation of single-family styles and to use a mountable roll curb which will enhance the typical residential patterns established in this area.

The concept of this PUD is to capture an open feeling throughout the addition by providing large common areas, walking trails, and a landscaped boulevard. The boulevard will serve as a collector street and will be widened with a center median connecting the two entities. There

will be no access from any lot onto the collector street. The two entries will have permanent ponds with water fountains accenting t he natural open space. The central feature and recreational area for the residents will be a 2.5-acre lake in the northeast section of the addition. Surrounding the lake will be nature trails, a pavilion, a pickleball court, and park and/or playground equipment within the common area. All common areas and street medians will be heavily landscaped and maintained by the Property Owners Association.

The boulevard will be landscaped with the natural, existing trees wherever possible. The areas that have no natural trees or unhealthy trees that are removed will be landscaped with native grasses and shrubs to provide a feeling of being "in the country". The park area around the lake and clubhouse will be landscaped with shade trees, native plants, and berming to create privacy and visual interest. Walking trails will surround the lake and be of a paved hard surface.

The Developer is dedicated to installing landscaping, neighborhood amenities, and park open space throughout this project. The boulevard collector street will have a continuous sidewalk installed to provide a walking path between the permanent pond areas at the entrances and the main community recreational area on the Northeast side of the property. The boulevard will also have native trees preserved and native trees relocated on-site by spading and transplanting to provide a natural, mature feel from the first phase of development. The wide common areas along the boulevard and all of the pond/detention areas will be landscaped by the Developer and maintained by the Property Owner's Association. Locations of the sidewalks to be installed by the Developer and a typical detail of the boulevard median landscaping are shown on Exhibits D and E.

Furthermore, the covenants and restrictions placed upon the Builders will require that the lots be landscaped to the following minimum standards at the time of occupancy:

Lot size	# trees in front	# trees in back	*sf per 1,000 sf bldg
65' Std. lots	2	2	100
65' Side lots	3 (1 on side)	2	100
75' Std. lots	2	2	100
75' Side lots	3 (1 on side)	2	100
90' Std. lots	3	3	150
90' Side lots	4 (1 on side)	3	150

*Square feet of landscaping to be planting beds
Note: Trees shall have a minimum size of 3" caliper at time of planting

The landscaping requirements for Builders are meant to encourage saving trees on all lots by placing the building pad on the lot to utilize existing trees. The requirements are also incorporated to provide an upscale neighborhood with a softened, natural feel to it.

As more accurate and complete surveys are performed, it may be discovered that various sections of the subdivision contain existing grades / slopes more extreme than originally thought. In these areas, attempts will continue to be made to save as many trees as possible through the use of varied building setbacks, none to be less than 20 ft as approved on the plat. However, when the construction of utilities and streets cause the removal of a majority of the natural vegetation, provisions will be made for the creation of common areas varying from 10 to 30 ft in width at the rear of the affected lots. These common areas will be available for the construction of retaining walls and be available as pedestrian walkways through natural vegetation providing a buffer between lots. In some cases, these pedestrian walkways may provide access to larger

common facilities. In all cases, these common areas will be maintained by the homeowners association, and noted as such on the final plats of the various sections.

Other amenities the Developer will provide are a pavilion, pickleball court, nature park, and playground equipment located near the 2.5-acre lake. These facilities are available for recreational use by all residents. A detail of these attractions is shown in Exhibit F. The one-acre nature park area will be an area of undisturbed trees with wood chip filled walking trails and maintained areas for picnics and exploring the outdoors. The playground equipment will be located in a large open area to provide a place where children can safely play. The clubhouse is a place where neighborhood functions can be held. Having a central meeting place brings a community together and instills a sense of belonging and pride in a neighborhood. The aim of this development is to create a great place to live and set a standard above the ordinary subdivision.
This residential addition will provide a variety of single-family lots in a community-oriented pattern. Areas of the addition will be gated and the street patterns are coved to create groupings of lots and open space. There will be typically three lot sizes created for three sizes of homes. The table below summarizes the variety of lots proposed.

Approximate Lot Widths			
	65-70 ft	75-80 ft	90-110 ft
Mix	35%	45%	20%
Home Size	1,600 sq st +	1,900 sq ft +	2,400 sq ft +

This Planned Unit Development will allow a 20-foot building line variance. Due to the severe slopes across this property, the need arises for the Builder to customize the home to fit the land instead of clear cutting and mass grading all of the lots. Having a 20-foot building line allows the Builder to work with the grade changes, design an irregularly shaped custom home with variation to the floor plan, and place the home on the lot to best salvage trees. Allowing a larger building site also provides a potential for larger, more valuable homes in the community. With the proposed preliminary plat street patterns that are curvilinear and coving to create breaks in the building line, the reduced setback will not have an effect on keeping the visual impact of open space in tact.

The Developer will install ornamental street light poles and signs. The same fixtures will be used throughout the subdivision to provide a uniform, common theme. The poles and signs will upscale the neighborhood. The Property Owner's Association will provide for the difference in cost, if any, for maintenance of the upgraded fixtures to the City. Also, the Developer will install a fence along the perimeter of the addition adjacent to Hiwassee Road as each phase progresses. The fence shall be a wooden split rail design and shall be of consistent materials throughout.

5.0 SITE AND SURROUNDING DEVELOPMENT

This property is presently zoned R-1-D, Single Family Detached. The property surrounding the proposed PUD is zoned as follows:

North: Zoned R-1-D. Developed as residential on acreage lots.

South: Zoned AA in the City of Oklahoma City. Vacant to SE 29th Street. Eastland Hills Church is across SE 29th as well as family residential acreage lots.

East: Unincorporated Oklahoma County. Vacant, pastureland.

West: Zoned R-1-D. Developed as Single Family Residential Addition.

6.0 SITE TOPOGRAPHY AND DRAINAGE

6.1 SITE TOPOGRAPHY:

The property has a hill approximately in the center and slopes in all directions. There is a lot of relief across the property and it has natural drainage paths established and a farm pond on the East side. The site falls as much as 85 feet in elevation to the northeast, but as little as 35 feet in elevation to the West.

The site is heavily wooded. As many trees as possible outside the construction activities will be preserved within the common areas for the benefit of the property users.

6.2 DRAINAGE IMPROVEMENTS:

Discharge from proposed detention ponds shall be permitted to drain overland in an approved flume to the limits of the addition. Furthermore, natural drainage ways shall be permitted through common areas provided drainage ways meeting the 100-year storm discharge capacity.

6.3 OPEN DRAINAGE WAY IMPROVEMENTS:

Natural drainage ways shall be permitted along the front of lots within a drainage and maintenance easement. Such improvements will be maintained by the Property Owners Association. See attached Exhibits 'H' and 'I' for conceptual details along with typical cross sections.

7.0 SERVICE AVAILABILITY

7.1 STREETS:

This PUD property will have an access to Hiwassee Road on the West and SE 29th Street on the South side of the property, both being public roadways. A widened entrance onto a Collector Street will be provided at both locations.

The proposed streets within this PUD can be either public or private. The gated section will have private streets maintained by the Property Owners Association. The gate configuration will meet all fire department standards and requirements.

7.2 UTILITIES:

7.2.1 Water Line:

There is an existing 12" water line located on the West side of the property along Hiwassee Road. The water lines in each phase will connect to the previous phase.

7.2.2 Sanitary Sewer Line:

An existing sanitary sewer outfall line is located approximately 1000 feet West of

this property at the North line of the quarter section. The sanitary sewer will be extended to the development. Two lift stations will be required to service t his property due to topography.

7.2.3 Gas Line, Telephone, and Electric Services:

Gas and telephone utilities are located on the West side of the property to serve the addition. Their respective owners will extend these utilities through the site.

7.3 FIRE PROTECTION:

Fire hydrants will be installed within Timber Ridge Addition so each building site is covered for fire protection.

8.0 SPECIAL DEVELOPMENT REGULATIONS:

The use and development regulations set out herein shall control the development and use of the property listed in Exhibit A (legal description). In case of a conflict between the regulations set out in this Planned Unit Development and ordinances contained in the Planning and Zoning Code Regulations for The City of Midwest City, the use and development regulations continued in this Planned Unit Development shall take precedent and control the development and use of the property. All regulations not specifically addressed herein shall comply with zoning ordinances and building regulations of The City of Midwest City in effect at the time of the approval of this PUD, along with State and Federal Regulations as they may apply. The regulations are as follows:

The use and development regulations of this property are identified in Section 8.0 through 8.3 of the PUD design statement. The special conditions listed in Section 8.1 through 8.3 may not be changed or amended in any quest except by the action of City Council after review and recommendation by the Planning Commission. The use and development regulations of the R-1-D "Single-Family Detached Residential" District shall govern development of this PUD except as modified below:

8.1 The minimum depth of the front yard shall be twenty (20) feet, measured from the front property line.

8.2 The proposed public streets will all have the Midwest City standard curb section. Private streets within the gated section shall be allowed to have a non-standard 6-inch mountable curb.

8.3 Sections of this addition can be gated with public access for emergency vehicles.

9.0 GENERAL REGULATIONS:

9.1 The subject PUD shall be developed in phases in accordance with the Midwest City Subdivision Regulations. See Exhibit "C" for the anticipated sequence of development.

9.2 Platted private streets shall be utilized for access to individual lots. The maintenance of these shall be the responsibility of the Property Owners Association through the use of recorded Covenants and Restrictions. Covenants and Restrictions shall be filed separately.

EXHIBITS:

The following exhibits are attached hereto and shall be made an integral part of this Planned Unit Development.

A. Legal Description
B. Master Development Plan
C. Development Sequence
D. Sidewalk & Walking Trail Plan
E. Typical Median Landscaping
F. Amenity Detail
G. Median Removal and Replacement

EXHIBIT "A"
LEGAL DESCRIPTION

A part of the SW ¼ of Section 10, T11N, R1W, I.M., Oklahoma County, Oklahoma and more particularly described as follows, to-wit:

COMMENCING at the SW corner of said SW ¼;
THENCE North 00°04'20" West along the West line thereof a distance of 212.20 feet to the POINT OF BEGINNING;
THENCE North 00°04'20" West along said West line a distance of 2433.07 feet to the NW corner of said SW ¼;
THENCE South 89°57'43" East along the North line thereof a distance of 2619.71 feet to the NE corner of the said SW ¼;
THENCE South 00°09'05" East along the East line thereof a distance of 2643.53 feet to the SE corner of the said SW ¼;
THENCE North 90°00'00" West along the South line thereof a distance of 150.49 feet;
THENCE North 58°08'58" West a distance of 160.97 feet;
THENCE South 31°51'02" West a distance of 50.00 feet;
THENCE North 58°08'58" West a distance of 291.49 feet;
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THENCE along a curve to the left having a radius of 1572.74 feet a distance of 439.10 feet along said curve having a chord direction of North 72°59'17" West;
THENCE South 09°00'49" West a distance of 50.00 feet;
THENCE along a curve to the left having a radius of 1522.74 feet a distance of 648.76 feet along said curve having a chord direction of South 86°48'30" West;
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THENCE along a curve to the right having a radius of 1763.08 feet a distance of 196.73 feet along said curve having a chord direction of South 77°38'18" West;
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THENCE along a curve to the right having a radius of 1878.48 feet a distance of 171.28 feet along said curve having a chord direction of South 83°19'21" West to the POINT OF BEGINNING;

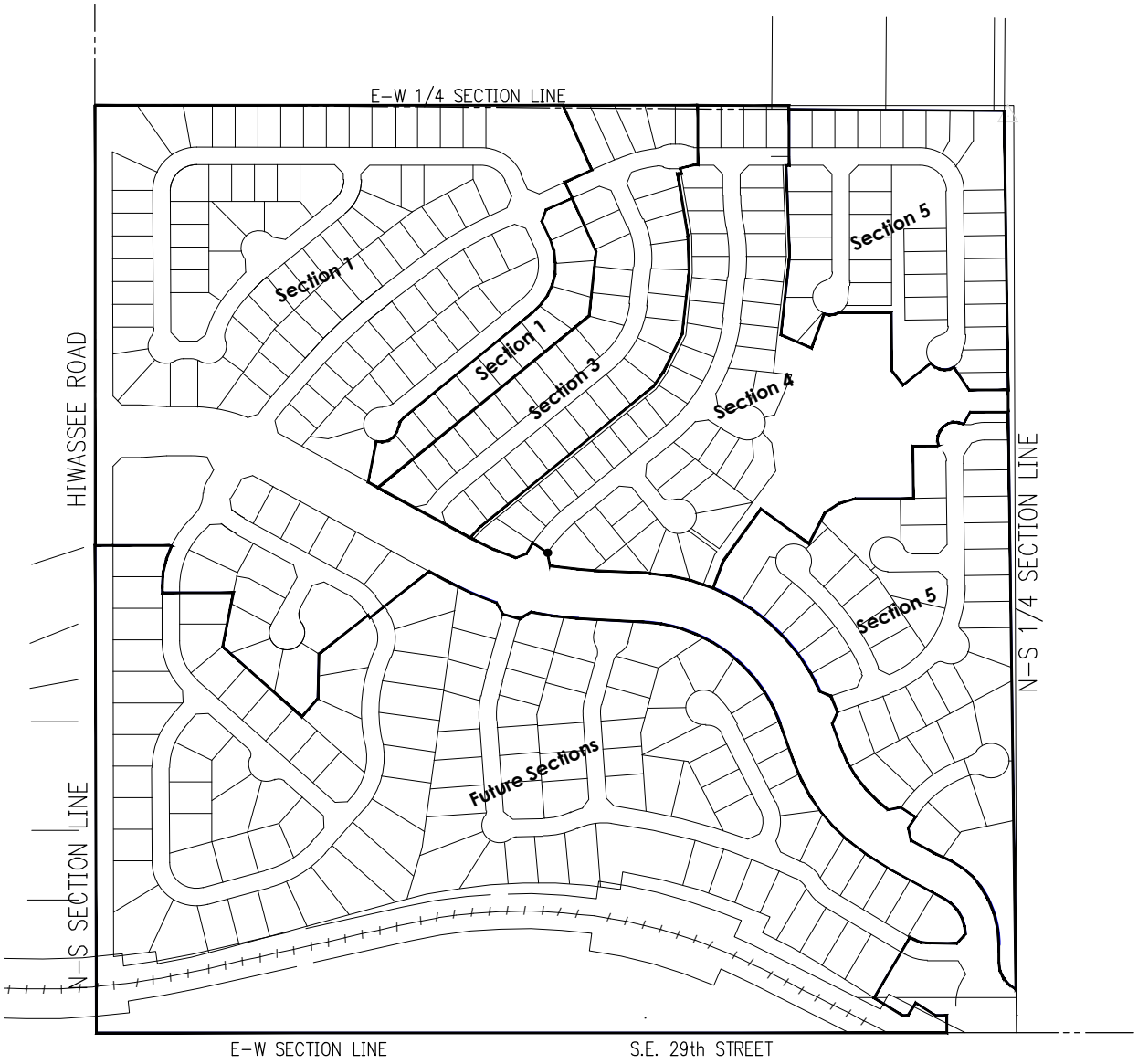
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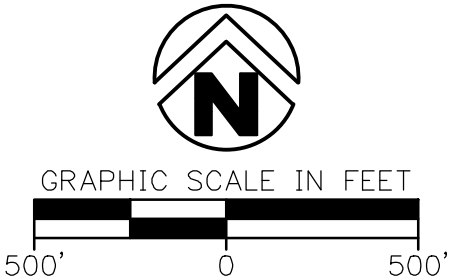
EXHIBIT 'B'

MASTER DEVELOPMENT PLAN

FOR

TimberRidge Pointe





MASTER DEVELOPMENT PLAN - TimberRidge Pointe

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099

Crafton Tull
architecture | engineering | surveying

405.787.6270 t 405.787.6276 f
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CA 973 (PE/LS) EXPIRES 6/30/2026

SHEET NO.: 1 of 1
DATE: 06/02/26
PROJECT NO.: 21604300

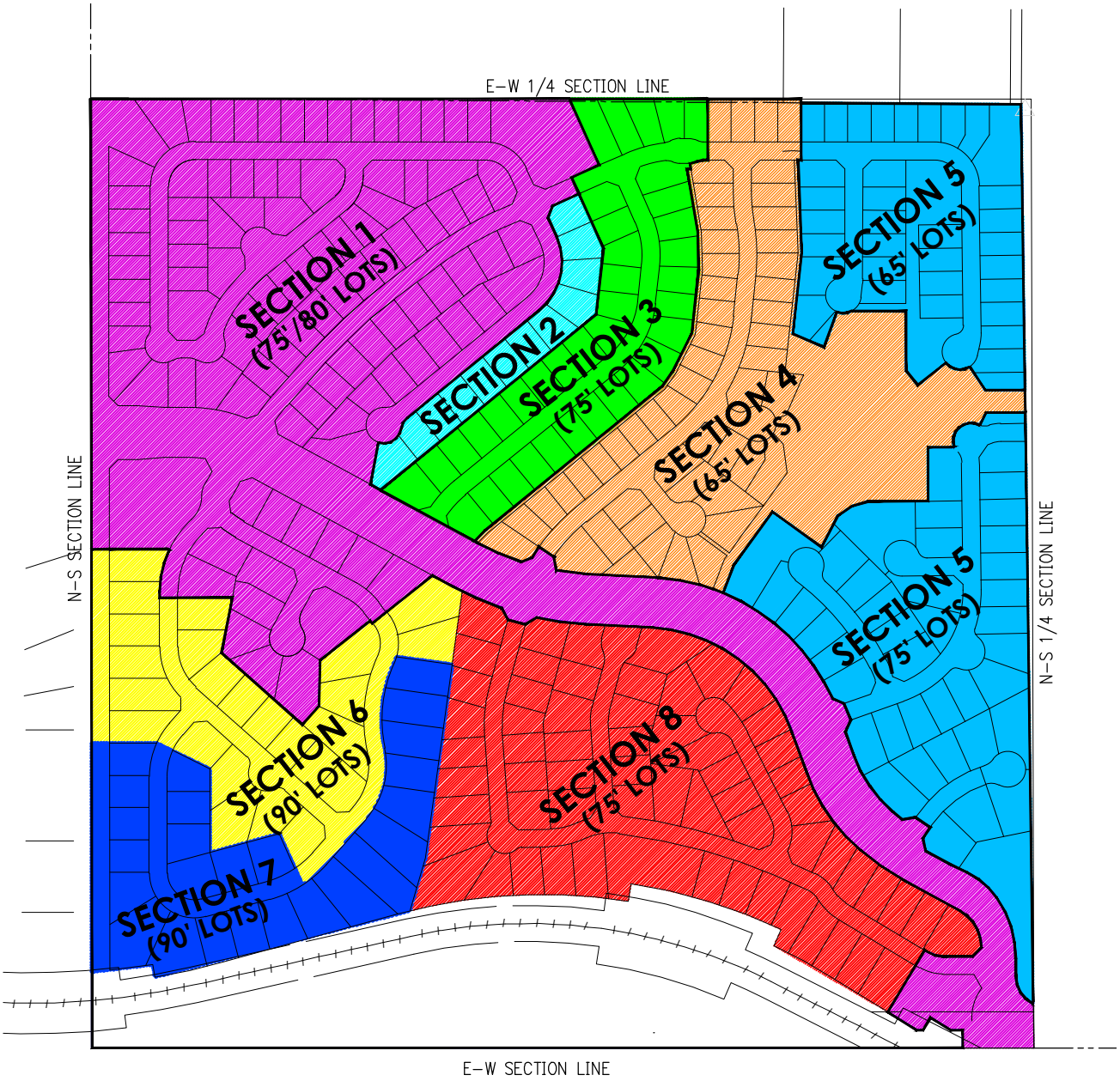
EXHIBIT 'C'

DEVELOPMENT SEQUENCE

FOR

TimberRidge Pointe

PART OF THE SW/4 OF SECTION 10, T-11-N, R-1-W, I.M.
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA



GRAPHIC SCALE IN FEET

500' 0 500'

LOT DIMENSION TABLE

SECTION	LOT SIZE
2	80' LOTS

DEVELOPMENT SEQUENCE - TimberRidge Pointe

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099

Crafton Tull
architecture | engineering | surveying
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CERTIFICATE OF AUTHORIZATION:
CA 973 (PE/LS) EXPIRES 6/30/2026

SHEET NO.: 1 of 1
DATE: 06/02/26
PROJECT NO.: 21604300

EXHIBIT 'D'

SIDEWALK & WALKING TRAIL PLAN

FOR

TimberRidge Pointe



N

GRAPHIC SCALE IN FEET

500' 0 500'

SIDEWALK & WALKING TRAIN PLAN - TimberRidge Pointe

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099

Crafton Tull
architecture | engineering | surveying

405.787.6270 t 405.787.6276 f
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CERTIFICATE OF AUTHORIZATION:
CA 973 (PE/LS) EXPIRES 6/30/2026

SHEET NO.: 1 of 1
DATE: 06/02/26
PROJECT NO.: 21604300



EXHIBIT E– TYPICAL MEDIAN LANDSCAPING

Timber Ridge Pointe Addition

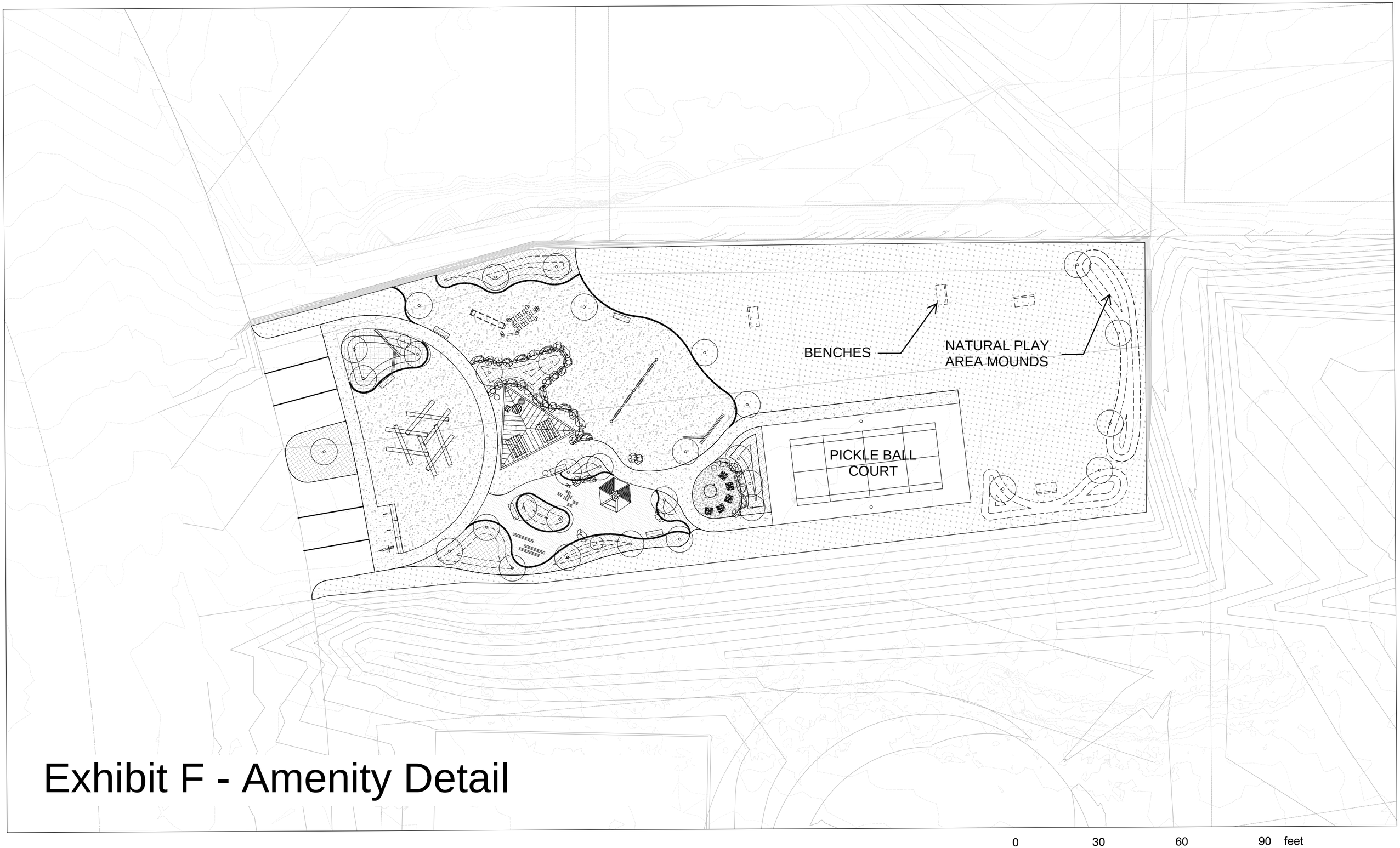


Exhibit F - Amenity Detail

TIMBER RIDGE POINTE - NATURAL PLAY AREA / PICKLE BALL CONCEPT

NORTH

0 30 60 90 feet

SCALE: 1" = 30'

Exhibit F - Amenity Detail

The Commons | Schematic Design



TIMBER RIDGE - Community & Natural Play Area

KEY

01 Sidewalks (4'-Wide)

02 Swing Set (4-Seats)

03 Shade Structure with Cafe String Lights

04 Fire Pit

05 Tots Play Area

06 Natural Play Area

07 Parking

COPELAND DESIGN COLLECTIVE

Exhibit F - Amenity Detail

The Commons | Schematic Design

SEE ADDITIONAL NATURAL PLAY AREA / PICKLE BALL CONCEPT FOR DETAILS



TIMBER RIDGE - Community & Natural Play Area

KEY

01 Sidewalks (4’-Wide)
02 Swing Set (4-Seats)
03 Shade Structure with Cafe String Lights
04 Fire Pit
05 Tots Play Area
06 Natural Play Area
07 Parking
08 Bike Racks
09 Picnic Tables
10 Lounge Chairs with Tables
11 Boulder Bench

- Sod - Turf
- Play Sand
- Engineered Wood Fibers - Play Mulch
- Limestone Screenings with Binder
- Concrete
- Planting Bed with Wood Mulch

COPELAND DESIGN COLLECTIVE

Exhibit F - Amenity Detail



TIMBER RIDGE - Community & Natural Play Area

SITE ANALYSIS

- The proposed park location is centrally located on flat terrain, ideal for park development. This provides easy access and integration with surrounding land uses
- There are steep drop-offs along the north and east edges. These natural boundaries that may offer scenic views but limit expansion in those directions
- Designated area identified for potential parking that enhances accessibility for both local residents and visitors.
- The easement must be considered in planning and development. This requires attention to ensure compliance and proper access

COPELAND DESIGN COLLECTIVE

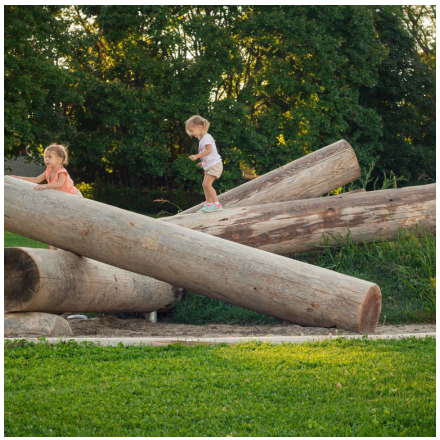
Exhibit F - Amenity Detail

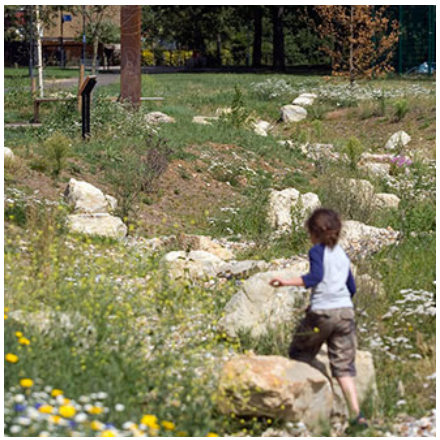














TIMBER RIDGE - Community & Natural Play Area

CHARACTER BOARD

This park is a place where the community can slow down, connect, and immerse themselves in nature. It invites play that's imaginative and unstructured, with soft textures underfoot, dappled light overhead, and a sense of discovery around every bend.

Children will climb, balance, and explore in an environment that feels more like a forest path than a playground, encouraging curiosity and confidence. Adults will find moments of calm whether lounging beneath twinkling lights, listening to laughter drift through the trees, or gathering with neighbors around a cozy fire pit.

The space balances energy and peace, offering a retreat that feels welcoming, grounded, and deeply human. A place where lasting memories are made in the fresh air.

COPELAND DESIGN COLLECTIVE

Exhibit F - Amenity Detail























TIMBER RIDGE - Community & Natural Play Area

MATERIALS REVIEW

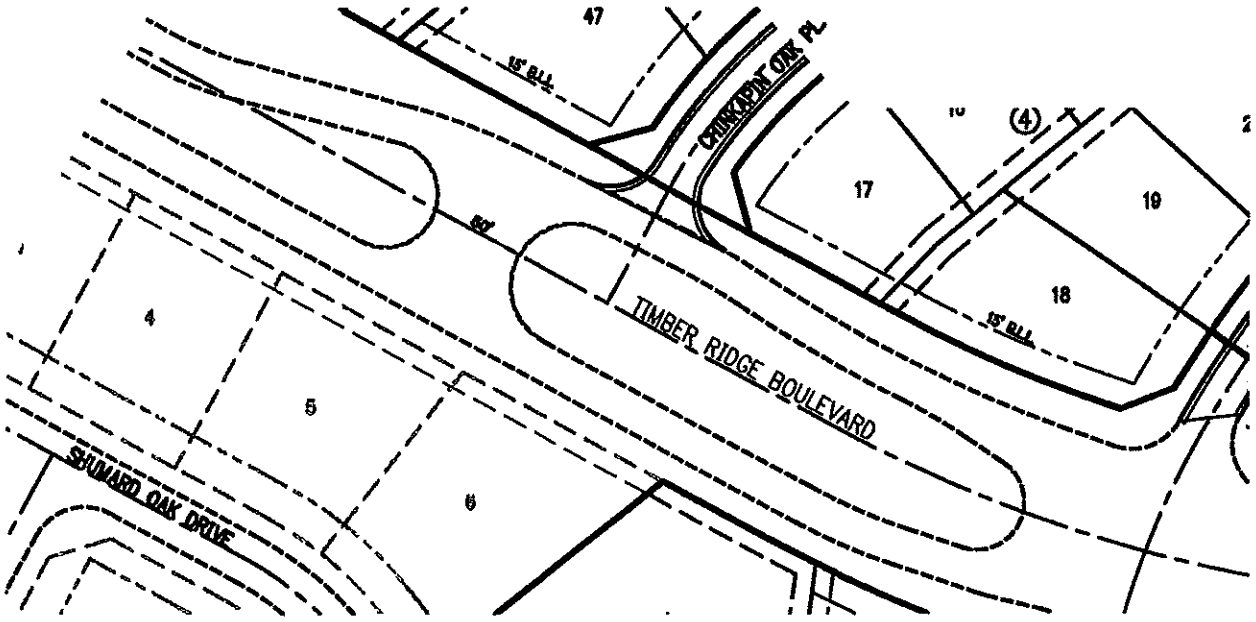
COPELAND DESIGN COLLECTIVE

EXHIBIT 'G'

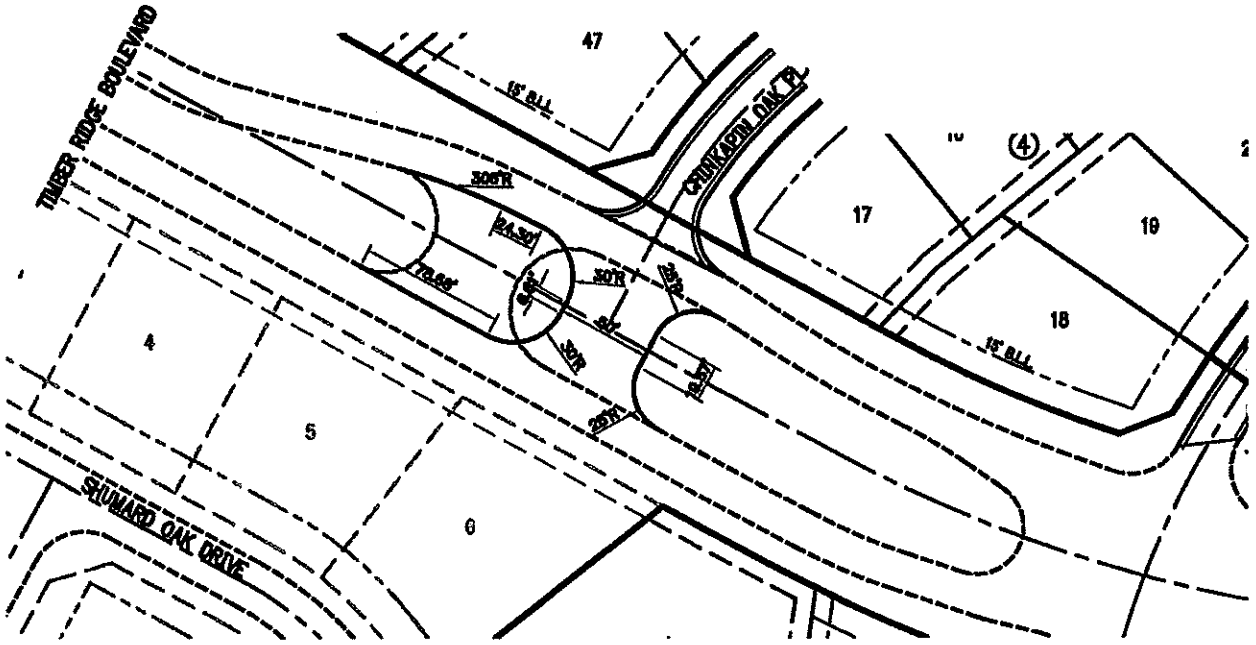
MEDIAN REMOVAL AND REPLACEMENT

FOR

TimberRidge Pointe



ORIGINAL MEDIAN PLACEMENT



PROPOSED MEDIAN PLACEMENT

GRAPHIC SCALE IN FEET

100' 0 100'

Crafton Tull Sparks
235 N. MacArthur, Suite 200
Oklahoma City,OK 73127
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www.craftontullsparks.com
architecture|engineering
CA 973 (PE/LS) EXPIRES 6/30/2008

To: Honorable Mayor and Council

From: Matt Summers, Community Development Director

Date: July 28, 2026

Subject: (PC-2252) Public hearing, discussion, consideration, and possible action for a Special Use Permit to allow *Communication Services: Towers/Antennas* in the C-3, Community Commercial District for the property located at 1117 Christine Dr., Midwest City, Oklahoma 73130. (Ward 5)

Executive Summary:



The Applicant is seeking approval of a Special Use Permit (SUP) pursuant to Section *4.4.19: Communication Services: Towers/Antennas,* to allow the installation of a 150-foot monopole cellular tower at the subject property.

The 60' x 60' lease area on the subject property is currently vacant. The site plan also includes a thirty (30) foot wide access and utility easement, extending from Christine Drive. If approved, AT&T will be permitted to construct and operate the monopole tower as proposed.

Based on the height of the proposed tower and setback requirements outlined in Section 4.4.19, a minimum setback of 112.5 feet to all property lines would be required. The site plan for the proposed tower indicates a setback of only 41.57 feet on the northern side adjacent to residentially zoned property, meaning the setback requirements would not be met. The applicant has submitted a zero-fall-radius engineering certification intended to mitigate safety concerns.

Both state and local notification requirements have been met. At the time of this writing, staff received one (1) public inquiry regarding the nature of the application.

At the public hearing before the Planning Commission, one (1) adjoining property owner expressed concerns regarding this application. The concerns included insurance coverage for potential damage to residential homes and possible interference with other communications.

The Planning Commission voted 4-1 to recommend approval of the application.

Action is at the discretion of the City Council.

Dates of Hearing:

Planning Commission: July 7, 2026
City Council: July 28, 2026

Date of Pre-Application Meeting: May 6, 2026

Date of Site Plan Review Team Meeting: May 28, 2026

Council Ward: Ward 5, Sara Bana

Owner: Hassan Properties, LLC

Applicant: Mark Sharp (Hassan Properties, LLC)

Size: .08 acres MOL (lease area) with an access easement from Christine Dr. to the pad site.

Zoning Districts:

Area of Request:	C-3
North:	R-6
South:	C-1
East:	R-6
West:	R-6

Land Use:

Area of Request:	Vacant (lease area); Childcare Center (parcel)
North:	Single-Family Residences
South:	Vacant
East:	Single-Family Residences
West:	Single-Family Residence

Municipal Code Citation:

2.20. – C-3, Community Commercial District

2.20.1. *General Description.* This commercial district is intended for the conduct of business activity which is located at the edge of residential areas but which serves a larger trade area than the immediately surrounding residential neighborhoods.

4.4. – Commercial Use Unit Classifications and Regulations

4.4.19. *Communication Services: Towers/Antennas*. Radio and television broadcast towers, satellite communication facilities, microwave antennas, or business dispatching or receiving antennas, and all other antennas similarly suited whether mounted on top of a building or rooftop or mounted on top of a monopole/tower. Where a broadcast tower is permitted, a broadcast studio is permitted to locate on the same site.

(A) Towers/antenna requirements. Such towers/antennas shall meet the setback requirements of the district and shall not extend fifteen (15) feet above the maximum height allowable of the district in which it is located unless otherwise approved by the City Council as a special use permit. Special use permits are required for exceeding the height limitation, inability to meet the setback requirements, and other special development criteria.

(1) Antennas which are mounted to monopole/towers and which, with a special use permit, exceed the height limitation for the district in which it is located shall set back a distance from the property line(s) equal to three-fourths the height of the antenna and tower combined.

(2) Antennas which are built upon a building or rooftop and are not a part of or connected to a monopole/tower and which exceed with City Council's approval the height limitation

for the district in which it is located shall be required to meet the setback requirements of the district for the height attained.

7.6. – Special Use Permit

7.6.1. *General Description and Authorization.* The uses listed under the various districts as special use permits are so classified because they more intensely dominate the area in which they are located than do other uses permitted in the district.

(A) *Consideration for compatibility*. With consideration given to setting, physical features, compatibility with surrounding land uses, traffic, and aesthetics, certain uses may located in an area where they will be compatible with existing or planned land uses.

(B) *Review and approval.* The Planning Commission shall review each case on its own merit, apply the criteria established herein, and recommend either approval or denial of the special use permit to the City Council. Following the Planning Commission's recommendation, the City Council shall review each case on its own merit, apply the criteria established herein, and, if appropriate, authorize said use by granting a special use permit.

(C) Use identified by individual zoning district. If a special use permit is granted it shall be for all the uses permitted in the specified district plus the special use permit requested.

7.6.2. *Application*. Application and public hearing procedures for a special permit shall be completed in the same manner as an application for rezoning. A site plan shall be included with the application as outlined in 7.5 Site Plan (Page 183).

7.6.3. *Criteria for Special Permit Approval.*

(A) *Special use permit criteria.* The City Council shall use the following criteria to evaluate a special use permit:

(1) Whether the proposed use shall be in harmony with the policies of the comprehensive plan.

(2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.

(3) Whether the proposed use shall not adversely affect the use of neighboring properties.

(4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.

(5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities to serve the proposed use shall meet the adopted codes of the city.

(B) *Specific conditions.* The City Council may impose specific conditions regarding:

(1) the duration of the permit,

(2) the location, design, operation, and screening to assure safety,

(3) to prevent a nuisance, and

(4) to control the noxious effects of excessive sound, light, odor, dust or similar conditions.

7.6.4. *Status of Special Use Permits.* Once a special use permit has been granted for a lot, said special use permit may not be expanded to another lot without application for a new special use permit. Provided, however, churches may expand if the property on which said church will be located is owned, as reflected by official records kept by the Registrar of Deeds for Oklahoma County, Oklahoma, on or prior to June 22, 1982.

History:

1. The subject property was rezoned from R-4 to C-1 in September 1975 (PC-0270)
2. The subject property was rezoned from C-1 to C-3 in April 2000 (PC-1396).
3. The parcel remained C-3 with the adoption of the updated Zoning Regulations in 2010 (PC-1729).

Next Steps:
If approved by City Council, the Special Use Permit would allow the installation and operation of the 150'AT&T monopole at the proposed site. The base of the installation would remain secure from public access.

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

Engineering Staff Comments:
Note: No engineering improvements are required with this application.

Water Supply and Distribution

There is a public water main bordering the parcel, a six (6) line running along the west side of Christine Drive. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There is a public sewer main servicing the proposed parcel, an eight (8) inch line running along the north side of the parcel. Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the parcel is available from Christine Drive, respectively. Public road and sidewalk improvements are not required as part of this application.

Drainage and Flood Control, Wetlands, and Sediment Control

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

Easements and Right-of-Way

No further easements or right of way would be required with this application.

Fire Marshal's Comments:

Fire Department / Emergency Access Roads

All new commercial construction, gated communities, and business in the city shall provide an approved emergency rapid access device or key box. Access and operational standards for controlled access gates and gated subdivisions shall meet the requirements set forth in Midwest City Ordinance Sec. 15-26 (IFC 506).

Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.8. (2018 IFC Sec 503.2).

- Unobstructed width of not less than 20 feet, exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches.
- Turning radius is required to meet the parameters of the 95' Sidestacker platform apparatus (Turning radius document attached to the PC Case Files).
- Dead-Ends exceeding 150 feet in length shall be provided with an approved area for turning around fire apparatus.

Midwest City Ordinance Section 15-22 – Location of Hydrants

(b) Fire hydrants shall be located and so spaced that no hose lay from a fire apparatus exceeds five hundred (500) feet within areas containing one- and two-family detached dwellings.

(c) In all areas except those containing only one- and two-family detached dwellings, fire hydrants shall be located in such a manner that no hose line will exceed four hundred (400) feet in length to reach any accessible portion of the exterior of any building and is dependent on the ability to place an apparatus in such a manner necessary to utilize said hydrant. Distance shall be measured by the lay of the hose, not by line of sight.

(d) Within all other areas, including but not limited to, mercantile, business, educational, assembly, detention and correctional, health care, storage, industrial and multifamily dwellings, the maximum spacing shall be no more than four hundred (400) feet. Buildings of noncombustible or limited combustible construction, protected by a complete automatic sprinkler system and classified by NFPA 13 as "Light or Ordinary Hazard" may be protected by fire hydrants located with a maximum spacing of five hundred (500) feet. Distance shall be measured by the lay of the hose, not by line of sight.

(e) In areas of commercial development, fire hydrants shall be located in a sufficient number and manner to supply the required flow, per the adopted edition of International Fire Code requirements, for a structure and its exposures or supply adequate water for the fire sprinkler system.

Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1).

Planning Division:

Staff met with the applicant for a pre-application meeting on May 6, 2026. On May 28, 2026, a Site Plan Review Team meeting was held, and representatives from the following departments were present: Community Development, Engineering, and Fire Marshal's Office.

The 60’ x 60’ area to be leased on the subject property is currently vacant. Additionally, the site plan includes a thirty (30) foot wide access and utility easement, extending to the pad site from Christine Drive. The proposed monopole is 150 feet in height, significantly exceeding the 35-foot height limitation for the C-3 district.

As outlined in Section 4.4.19, towers that exceed the maximum height of the zoning district must be set back a distance equal to three-fourths of the tower height from property lines. For the proposed structure, this results in a required setback of 112.5 feet from all property lines. Based on the submitted site plan, the tower only provides approximately 41.57 feet from the tower center to the northern property line, which is shared with single-family residences. Staff determined that this does not meet the setback requirement and represents a substantial deviation from the standards established by the ordinance.

The applicant provided a zero-fall-radius engineering certification indicating that the monopole is designed to collapse inward on itself within the lease area in the event of failure. While staff acknowledges that this type of engineered fall-zone design is a recognized safety practice and may mitigate concerns related to tower collapse, it does not substitute for or satisfy the setback requirement established in Section 4.4.19.

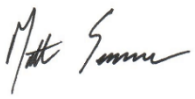
The application was reviewed under the criteria provided in Section 7.6.3(A). These criteria require consideration of the proposed tower’s compatibility with the comprehensive plan, the intent of the zoning district, potential impacts to neighboring properties, traffic safety, and the adequacy of utilities and public facilities. While the proposed use would not generate meaningful traffic impacts and can be served by existing infrastructure, staff has concerns regarding compatibility with surrounding land uses, particularly given the proximity of the tower to residences to the north. Staff finds that the significant reduction in the required setback, combined with the tower’s proximity to adjacent residential properties, does not demonstrate compatibility with surrounding land uses or adequately address the impact considerations outlined in Section 7.6.3(A).

The Planning Commission voted 4-1 to recommend approval of the application.

Action is at the discretion of the Council.

Action Required:
Approve or reject a Special Use Permit to allow *4.4.19: Communication Services: Towers/Antenna,* for the property noted herein, subject to staff comments as found in the July 28, 2026, agenda packet and made part of the PC-2252 file.

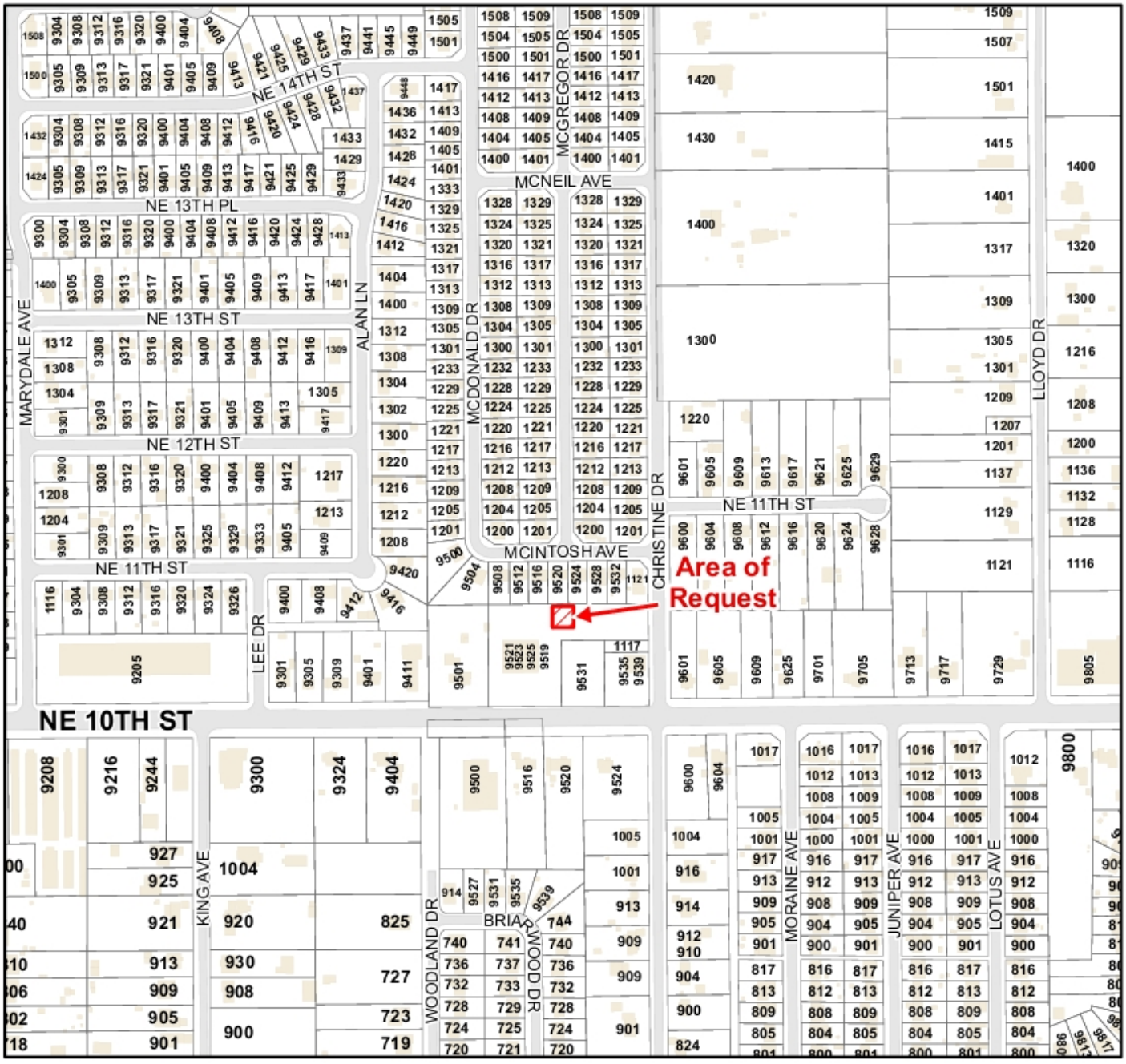
Please feel free to contact my office at (405) 739-1228 with any questions.



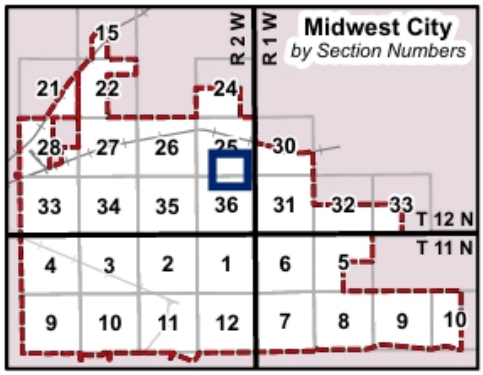
Matt Summers, AICP
Community Development Director

MIDWEST CITY
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Locator Map



Created on June 12, 2026 using ArcPY script - PC-2252

General Map Legend

- Area of Request
- Parcels with Addresses
- Buildings
- Edge of Pavement
- MWC City Limits

Railroads

- Active
- Inactive / Closed

GENERAL MAP FOR PC-2252 (SE/4, Sec. 25, T12N, R2W)

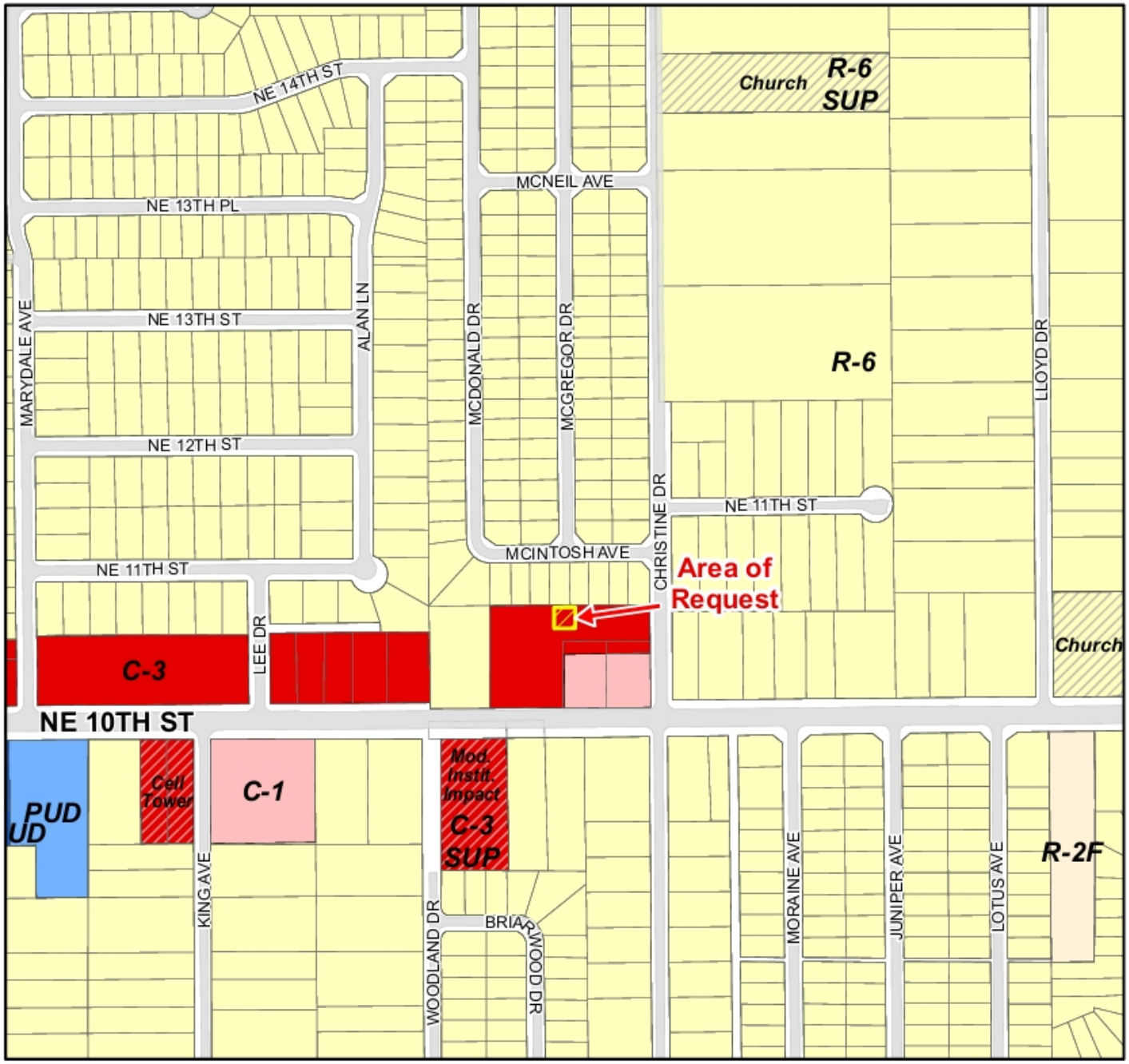
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On 8.5" x 11" paper 1 inch equals 400 feet

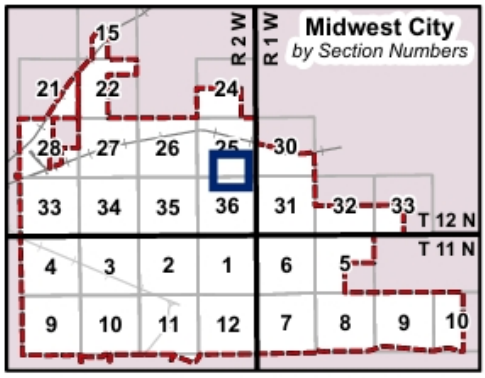
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Current Zoning Legend

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 PC-2252 (SE/4, Sec. 25, T12N, R2W)

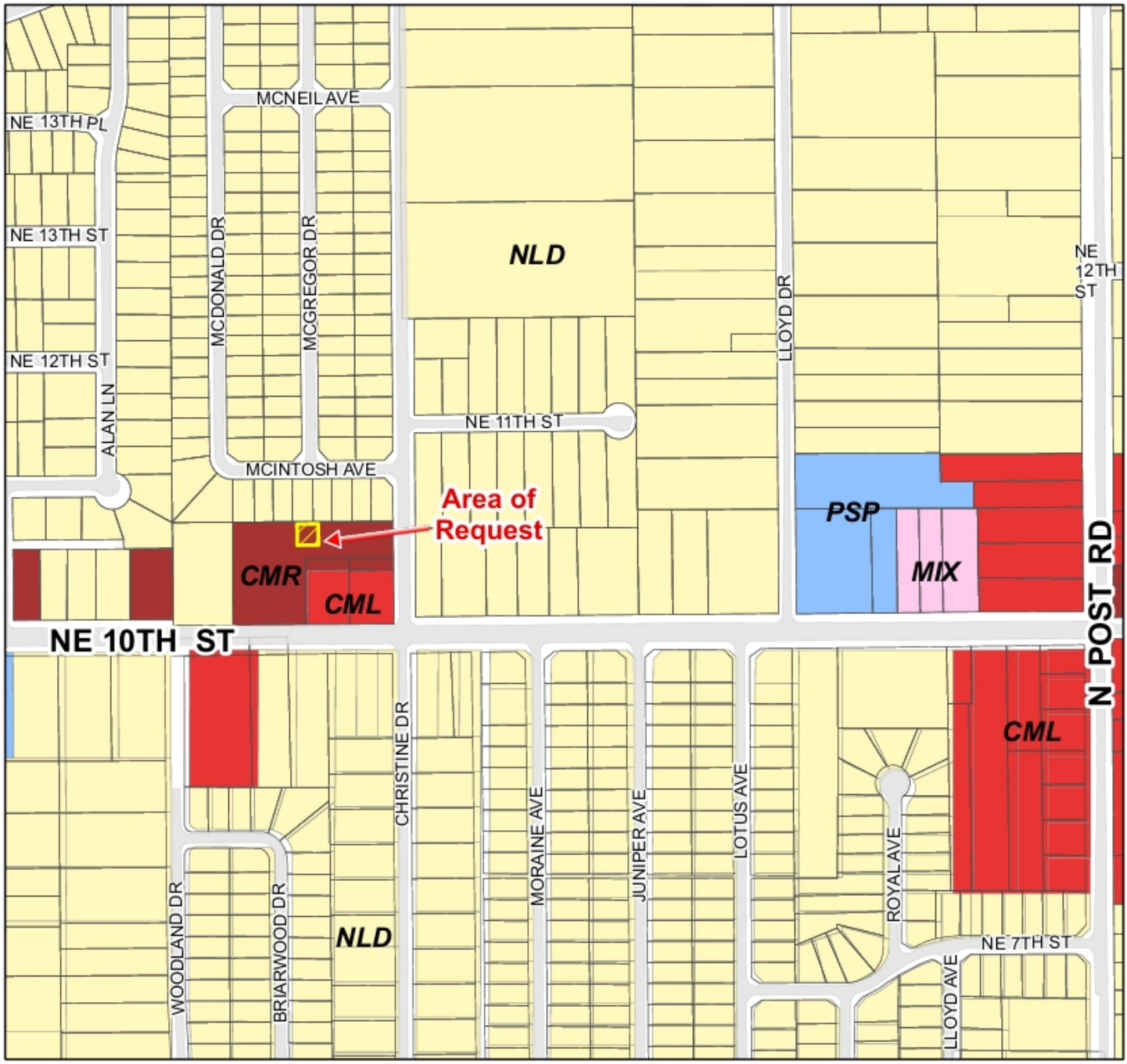
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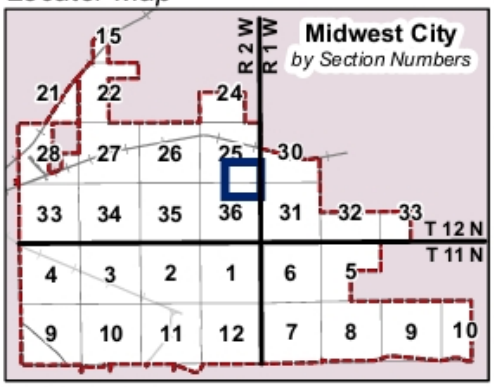
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Locator Map



Created June 11, 2026

Future Land Use Legend

- Estate Residential
- Neighborhood Low Density
- Neighborhood Med to High Density
- Mixed Use
- Local Commercial
- Regional Commercial
- Industrial
- Public/Semi-Public
- Parks/Open Space
- SpecialPlanningAreas2026

FUTURE LAND USE MAP FOR PC-2252 (SE/4, Sec 25, T12N, R2W)

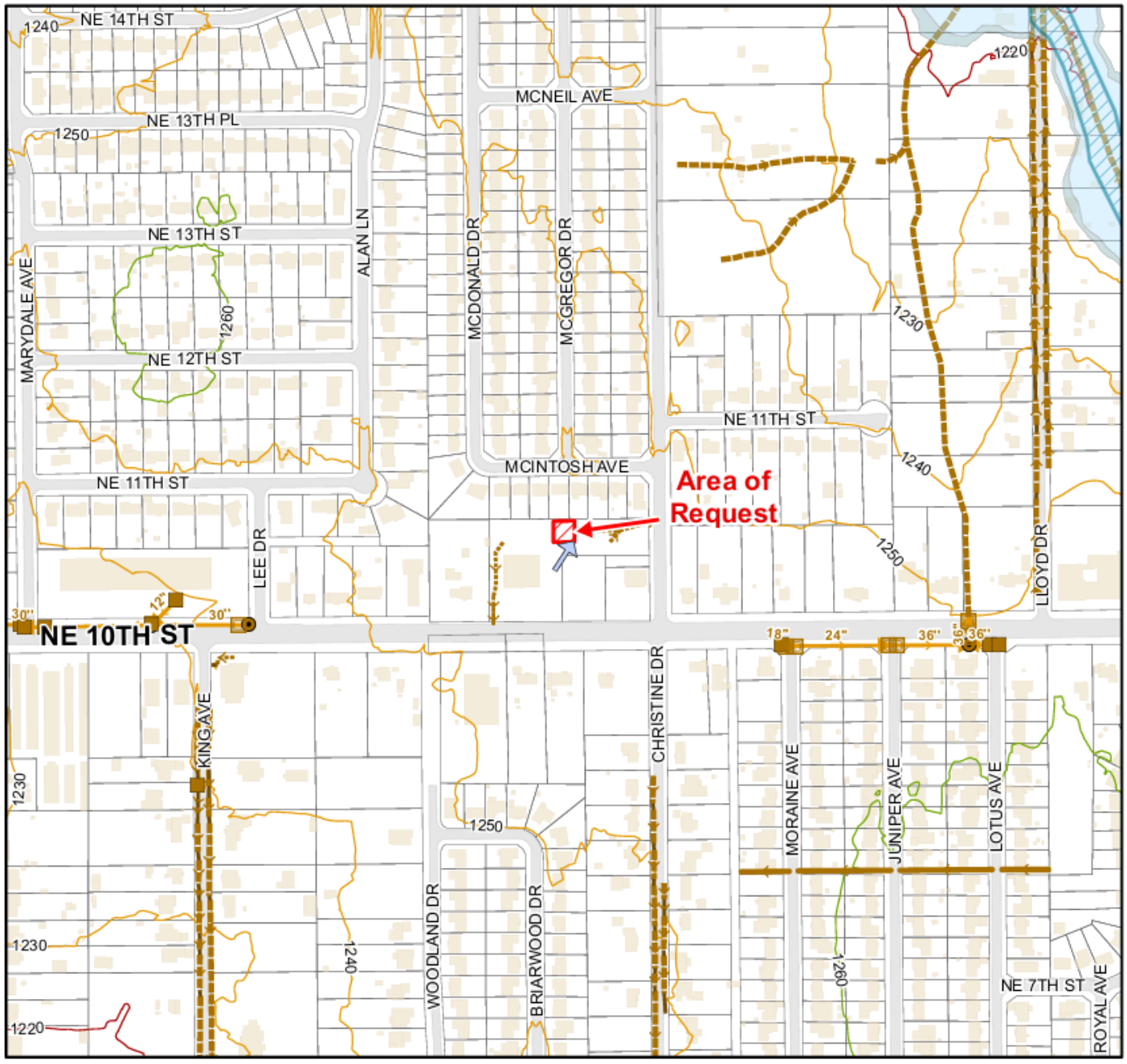
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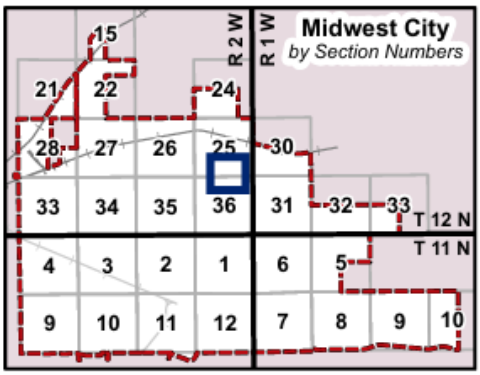
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Locator Map



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Drainage Legend

- Curb Inlets
- Inlets
- Junction Box
- Culverts
- Flumes
- Developed Channels
- Trickle Channels
- Undeveloped Channels
- Storm Lines
- Creeks

2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- Floodway

Contours

- 1166-1204 ft
- 1204-1228 ft
- 1228-1250 ft
- 1250-1278 ft
- 1278-1324 ft

Slope

- <2°
- 3-5°
- 6-10°
- 11-20°

DRAINAGE MAP FOR PC-2252 (SE/4, Sec. 25, T12N, R2W)

N

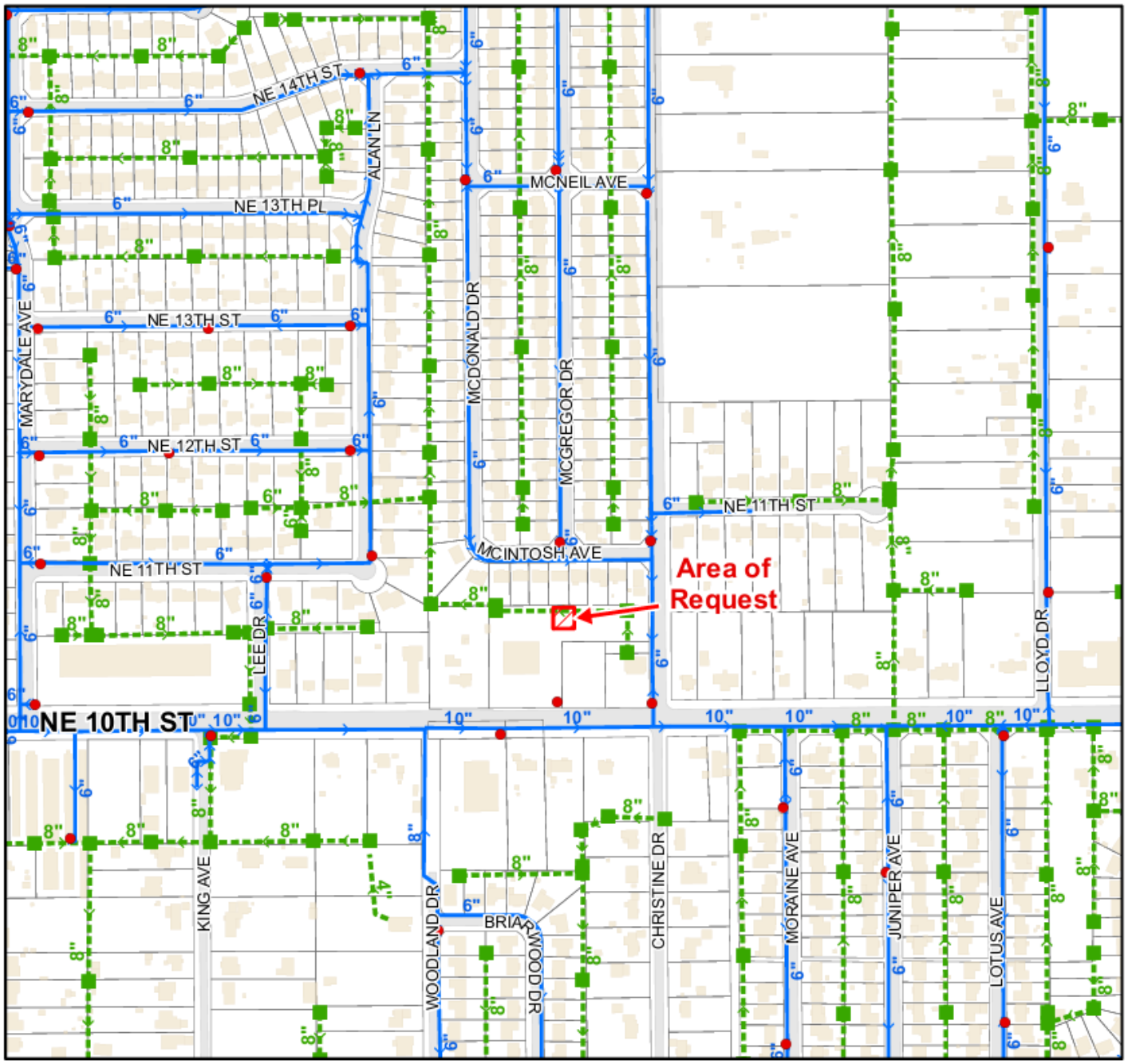
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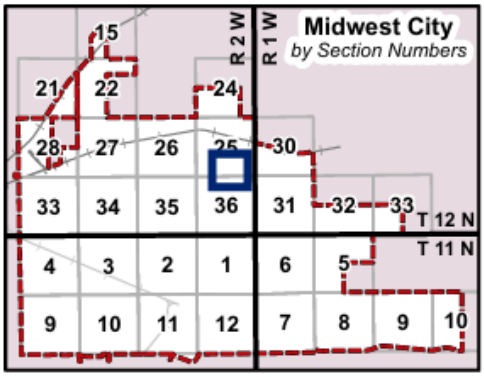
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Locator Map



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Water/Sewer Legend

- Fire Hydrants

Water Lines

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

WATER SEWER MAP FOR PC-2252 (SE/4, Sec. 25, T12N, R2W)

N 0 390 780 Feet

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SITE NAME: WESTMINSTER AND 23RD
SITE NUMBER: OKL01023

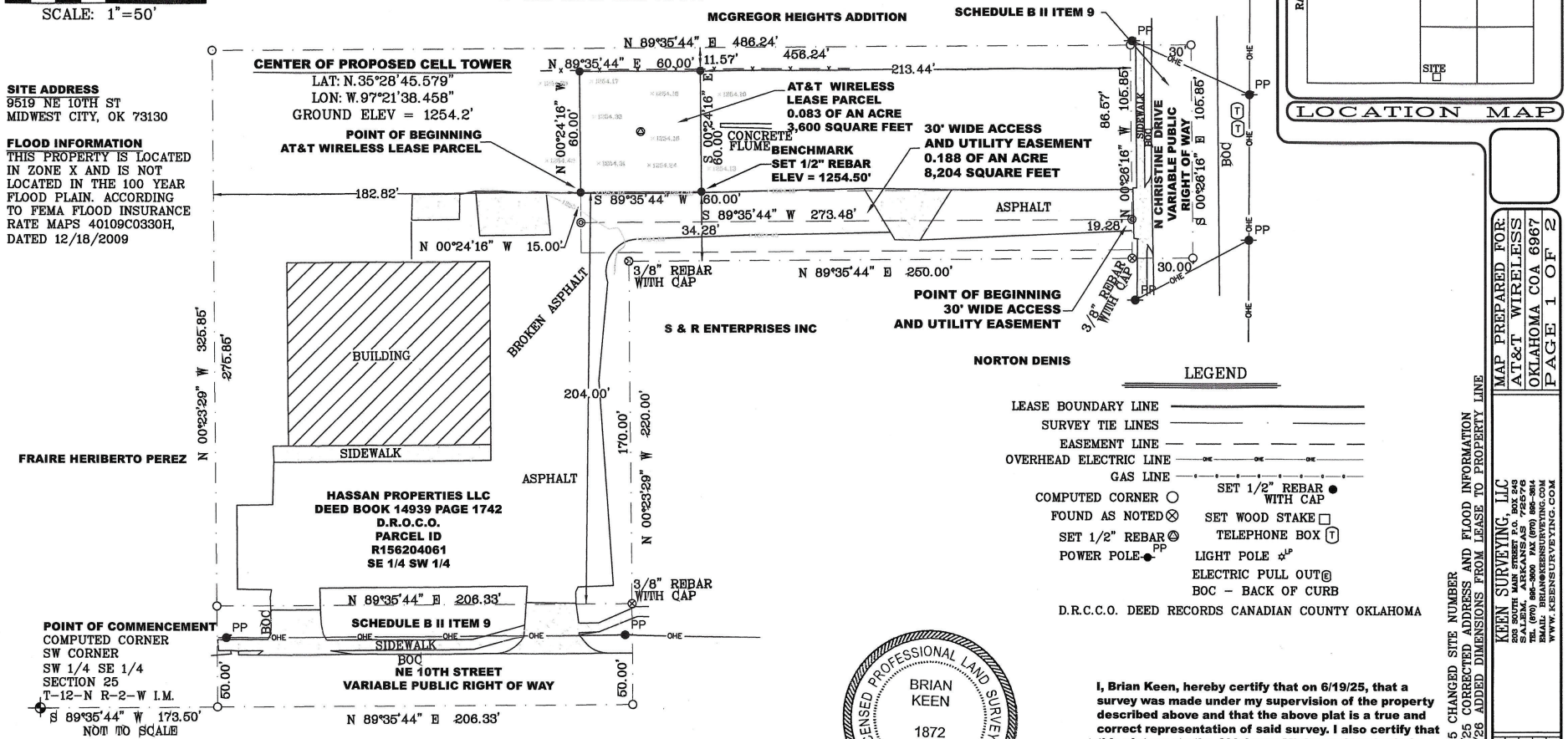
BASIS OF BEARINGS AND ELEVATIONS
OPUS
STATE PLANE COORDINATES
OKLAHOMA NORTH ZONE
NAD 83 (2011)
LAT: N 35°28'45.579"
LONG: W 97°21'38.458"
COMBINED SCALE FACTOR: 1.00004297227
CONVERGENCE ANGLE: N 00°22'38"W
DISTANCES ARE IN GRID

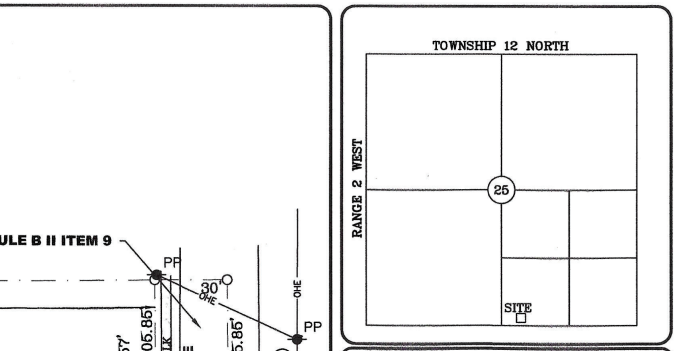
0' 50' 100'
SCALE: 1"=50'

GENERAL NOTES
1. NO SEARCH OF PUBLIC RECORDS HAD BEEN COMPLETED BY KEEN SURVEYING, LLC TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE PARENT PARCEL
2. THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHT OF WAYS SHOWN HERE OR NOT

SITE ADDRESS
9519 NE 10TH ST
MIDWEST CITY, OK 73130

FLOOD INFORMATION
THIS PROPERTY IS LOCATED IN ZONE X AND IS NOT LOCATED IN THE 100 YEAR FLOOD PLAIN. ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS 40109C0330H, DATED 12/18/2009





LOCATION MAP

LEGEND

- LEASE BOUNDARY LINE
- SURVEY TIE LINES
- EASEMENT LINE
- OVERHEAD ELECTRIC LINE
- GAS LINE
- COMPUTED CORNER
- FOUND AS NOTED
- SET 1/2" REBAR
- POWER POLE
- SET 1/2" REBAR WITH CAP
- SET WOOD STAKE
- TELEPHONE BOX
- LIGHT POLE
- ELECTRIC PULL OUT
- BOC - BACK OF CURB

D.R.C.C.O. DEED RECORDS CANADIAN COUNTY OKLAHOMA



I, Brian Keen, hereby certify that on 6/19/25, that a survey was made under my supervision of the property described above and that the above plat is a true and correct representation of said survey. I also certify that this plat meets the Oklahoma Minimum Standards for the practice of Land Surveying as adapted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

BK 5/29/26

REVISED: 12/9/25 CHANGED SITE NUMBER
REVISED: 8/13/25 CORRECTED ADDRESS AND FLOOD INFORMATION
REVISED: 5/29/26 ADDED DIMENSIONS FROM LEASE TO PROPERTY LINE

DATE: 6/24/25
SCALE: 1"= 50'
DRAWN BY: B.KEEN
CHECKED BY: B.KEEN
JOB #1354.336

KEEN SURVEYING, LLC
203 SOUTH MAIN STREET P.O. BOX 243
SALEM, ARKANSAS 72576
TEL. 870.895.3001 FAX. 870.895.3004
EMAIL: BRIAN@KEENSURVEYING.COM
WWW.KEENSURVEYING.COM

MAP PREPARED FOR:
AT&T WIRELESS
OKLAHOMA COA 6967
PAGE 1 OF 2

To: Honorable Mayor and Council

From: Matt Summers, Community Development Director

Date: July 28, 2026

Subject: (PC-2253) Public hearing, discussion, consideration, and possible action for a Special Use Permit to allow *Drinking Establishments: Sit-Down, Alcoholic Beverages Permitted* in the C-3, Community Commercial District for the property located at 721 and 723 S Air Depot Boulevard Midwest City, Oklahoma 73110. (Ward 1)

Executive Summary: The Applicant is seeking approval of a Special Use Permit (SUP) pursuant to Section *4.4.22: Drinking Establishments, Sit-Down, Alcoholic Beverages Permitted,* to allow the sale of alcoholic beverages at the subject property.



The subject property is zoned C-3, Community Commercial District, and is located within an existing shopping center. The applicant is requesting a Special Use Permit to operate a drinking establishment with on-site sale and consumption of alcoholic beverages until 2:00AM.

Approval of this request would authorize late-night alcohol service, contingent upon the applicant obtaining all required state and local licenses. It would further allow the tenant to operate in full compliance with applicable zoning regulations and the conditions of the Special Use Permit.

Both state and local notification requirements have been met. At the time of this writing, staff have not received any public inquiries regarding this application.

If approved, the applicant must obtain a Letter of Compliance from the Community Development Department for submission to the ABLE Commission prior to initiating the sale or service of alcoholic beverages. Any subsequent tenant seeking to provide alcoholic beverage service at this location will be required to apply for a separate Special Use Permit.

The Planning Commission unanimously recommend approval of the requested Special Use Permit.

Action is at the discretion of the Council.

Dates of Hearing:
Planning Commission- July 7, 2026
City Council- July 28, 2026

Date of Pre-Application Meeting: April 24, 2026
Date of Site Plan Review Team Meeting: May 28, 2026

Council Ward: Ward 1, Brian Triger

Owner: Billy J. and Susan L. Bellows

Applicant: Billy Bellows

Size: Contains an area of 2,200 square feet MOL

Development Proposed by Comprehensive Plan:

Area of Request:	Local Commercial
North:	Local Commercial
South:	Local Commercial
East:	Local Commercial
West:	Public/Semi-Public

Zoning Districts:

Area of Request:	C-3
North:	C-3
South:	C-3
East:	C-3
West:	C-3

Land Use:

Area of Request:	Shopping Center
North:	Shopping Center
South:	Monterey Jacks Café and Cantina
East:	Bamboo Room and Midwest Veterinary Hospital
West:	10 Gym

Municipal Code Citation:

2.20. – C-3, Community Commercial District

2.20.1. *General Description.* This commercial district is intended for the conduct of business activity which is located at the edge of residential areas but which serves a larger trade area than the immediately surrounding residential neighborhoods.

7.6. – Special Use Permit

7.6.1. *General Description and Authorization.* The uses listed under the various districts as special use permits are so classified because they more intensely dominate the area in which they are located than do other uses permitted in the district.

(A) *Consideration for compatibility*. With consideration given to setting, physical features, compatibility with surrounding land uses, traffic, and aesthetics, certain uses may located in an area where they will be compatible with existing or planned land uses.

(B) *Review and approval.* The Planning Commission shall review each case on its own merit, apply the criteria established herein, and recommend either approval or denial of the special use permit to the City Council. Following the Planning Commission's recommendation, the City Council shall review each case on its own merit, apply the criteria established herein, and, if appropriate, authorize said use by granting a special use permit.

(C) Use identified by individual zoning district. If a special use permit is granted it shall be for all the uses permitted in the specified district plus the special use permit requested.

7.6.2. *Application*. Application and public hearing procedures for a special permit shall be completed in the same manner as an application for rezoning. A site plan shall be included with the application as outlined in 7.5 Site Plan (Page 183).

7.6.3. *Criteria for* Special Permit *Approval.*

(A) Special use permit *criteria.* The City Council shall use the following criteria to evaluate a special use permit:

(1) Whether the proposed use shall be in harmony with the policies of the comprehensive plan.

(2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.

(3) Whether the proposed use shall not adversely affect the use of neighboring properties.

(4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.

(5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities to serve the proposed use shall meet the adopted codes of the city.

(B) *Specific conditions.* The City Council may impose specific conditions regarding:

(1) the duration of the permit,

(2) the location, design, operation, and screening to assure safety,

(3) to prevent a nuisance, and

(4) to control the noxious effects of excessive sound, light, odor, dust or similar conditions.

7.6.4. *Status of Special Use Permits.* Once a special use permit has been granted for a lot, said special use permit may not be expanded to another lot without application for a new special use permit. Provided, however, churches may expand if the property on which said church will be located is owned, as reflected by official records kept by the Registrar of Deeds for Oklahoma County, Oklahoma, on or prior to June 22, 1982.

4.4.22. - *Drinking Establishments: Sit-Down, Alcoholic Beverages Permitted.* Establishments or places of business where customers are seated and served, and which are primarily engaged in the sale, mixing, or dispensing of beverages containing more than 0.5 percent alcohol by weight for consumption on the premises. All requirements of Title 37A of the Oklahoma Statutes and Chapter 5 of the Midwest City Code must be met. In addition, lots shall not abut residentially developed properties on the side, shall front only onto an arterial street and shall have no vehicular access onto any local or collector street unless approved by waiver through Special Use Permit as provided within the Midwest City Code.

History:

1. The property was zoned C-3 on the 1985 Zoning Atlas.
2. The subject property was designated C-3 with the adoption of the 2010 Zoning Map.

Next Steps:

If approved by City Council, the Special Use Permit would allow the occupant to obtain their ABLE License and serve alcoholic beverages.

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

Engineering Staff Comments:
Note: No engineering improvements are required with this application.

Water Supply and Distribution

There are public water mains bordering the parcel, a twelve (12) inch line running along the east side of Air Depot Boulevard and a six (6) line running along the north side of the area of request. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There is a public sewer main servicing the proposed parcel, an eight (8) inch line running along the north side of the parcel. Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the parcel is available from Air Depot Boulevard, respectively. Public road and sidewalk improvements are not required as part of this application.

Drainage and Flood Control, Wetlands, and Sediment Control

The area of request is shown to be in an Area of Minimal Flood Hazard on Flood Insurance Rate Map (FIRM) number 40109C0310H, dated December 18th, 2009. Public drainage and detention improvements are not required as part of this application.

Easements and Right-of-Way

No further easements or right of way would be required with this application.

Fire Marshal's Comments:
New and existing construction shall comply with all Midwest City Fire Codes and Ordinances, the 2018 International Fire Code (IFC), the 2018 International Building Code (IBC), and the National Fire Codes.

Fire extinguishers are required to be installed in accordance with Section 906 of the International Fire Code, as well as NFPA 10.

Address shall be identified on the front side of the facility in contrasting colors and shall be legible from the public access road. IFC Section 505. Fire / panic hardware is required on all egress doors that are not main entrance doors.

A **fire lane** is required in accordance with IFC Section 503 and the Midwest City Ordinances Section 15-15. A fire lane shall mean any thoroughfare twenty (20) feet or more in width and approved and accepted by the appropriate fire official as a fire lane. Fire lanes shall be interchangeable with the term "street" for the purpose of this Code, provided, the entire width of a fire lane on the same site may be used to determine horizontal separation between two (2) or more structures. Fire lane to be a 6" continuous red stripe with "Fire Lane – No

Parking" in 4" white lettering spaced every 60'-0" O.C. Face of curbs shall be painted when applicable and the fire lane shall begin at the street access / egress point of the road and wrap around into the parking lot.

Pre-Engineered Kitchen Suppression System plans shall be submitted to the Midwest City Fire Marshal's Office for review and permitting by the licensed sub-contractor.

Paint striping is required on the floors in front of all electrical panels indicating "No Storage" areas. (IFC 605.3)

Knox Box 3200 series lock box keyed for Midwest City Fire Department is required to be installed adjacent to the main entrance to each commercial facility (building). (IFC 506)

This review has been provided with the current information provided by the applicant. This list is not an all-inclusive list of compliance due to the limited information available at the time of this report. A full review can be completed once a comprehensive floor plan/life safety analysis is provided by the architect/designer of record. For any questions or concerns pertaining to this project or the contents of this report, please contact the Midwest City Fire Marshal's Office via e-mail at FMO@MidwestCityOK.org.

Planning Division:
Staff met with the applicant for a pre-application meeting on April 24, 2026. A Site Plan Review Team meeting was held on May 28, 2026, with representatives from the Community Development, Engineering, and Fire departments in attendance.

The subject property was originally constructed as a shopping center containing three (3) adjacent suites. The applicant is requesting approval of a Special Use Permit for two (2) of the suites to allow the sale and on-site consumption of alcoholic beverages. If approved, the tenants' space(s) would be permitted to operate as a late-night drinking establishment serving alcohol, with hours extending from the afternoon until 2:00 AM. Because the property is located within the C-3 zoning district, the service of alcoholic beverages is not permitted without an approved Special Use Permit.

Staff have determined that the application satisfies the criteria outlined in Section 7.6.3(A) of the Zoning Regulations and aligns with the general purpose and intent of the C-3 zoning district. The applicant has indicated that the adjoining tenant has been informed of the proposed use and that the hours of operation will not interfere with the neighboring business. Staff do not anticipate that the proposed use will adversely impact surrounding properties or create hazardous pedestrian or vehicular traffic conditions. Staff advised the applicant to ensure that all noxious effects such as excessive sound, light, odor, or dust are appropriately controlled.

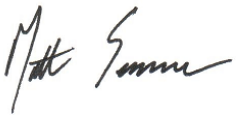
Approval of the Special Use Permit would authorize the current tenant to sell and serve alcoholic beverages for on-premise consumption. The permit is tenant-specific; therefore, any future occupant would be required to obtain a separate Special Use Permit. If approved, the tenant may request a Letter of Compliance from the Community Development Department for submission to the ABLE Commission as part of the state licensing process.

The Planning Commission recommended approval of this application.

Action is at the discretion of the Council.

Action Required:
Approve or reject a Special Use Permit to allow *Drinking Establishments: Sit-Down, Alcoholic Beverages Permitted.* For the property noted herein, subject to staff comments as found in July 28, 2026, City Council agenda packet and made part of the PC-2253 file.

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

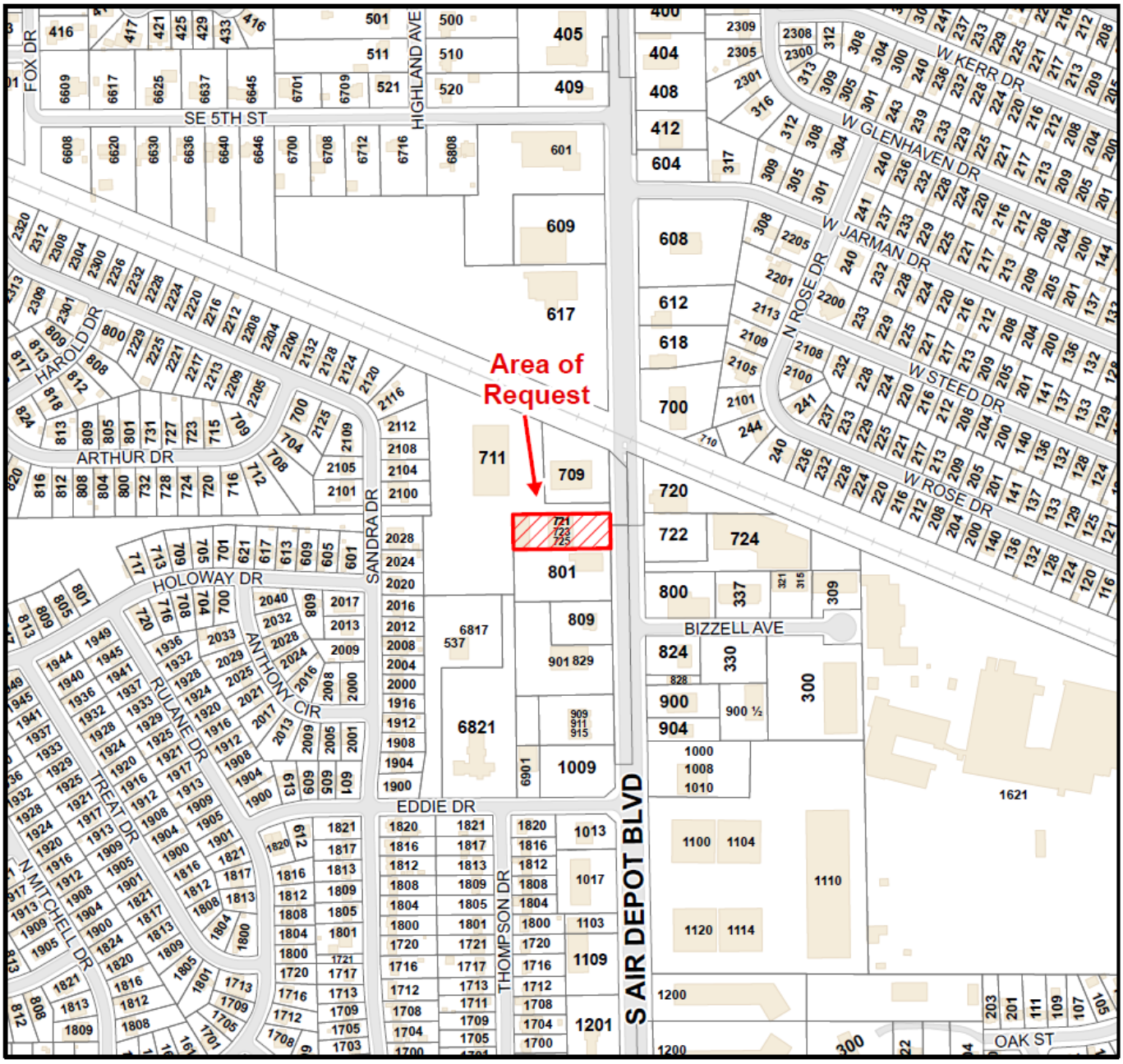


Matt Summers, AICP

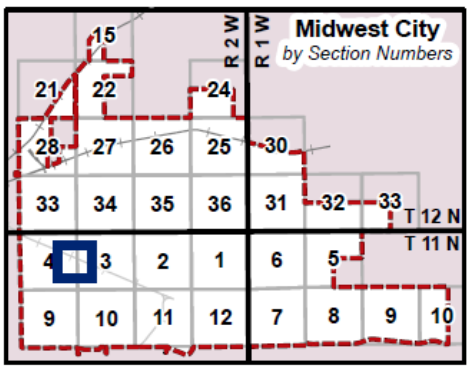
Community Development Director

MIDWEST CITY
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Locator Map



Created on June 15, 2026 using ArcPY script - PC-2253

General Map Legend

- Area of Request
- Parcels with Addresses
- Buildings
- Edge of Pavement
- MWC City Limits

Railroads

- Active
- Inactive / Closed

GENERAL MAP FOR PC-2253 (SE/4, Sec. 4, T11N, R2W)

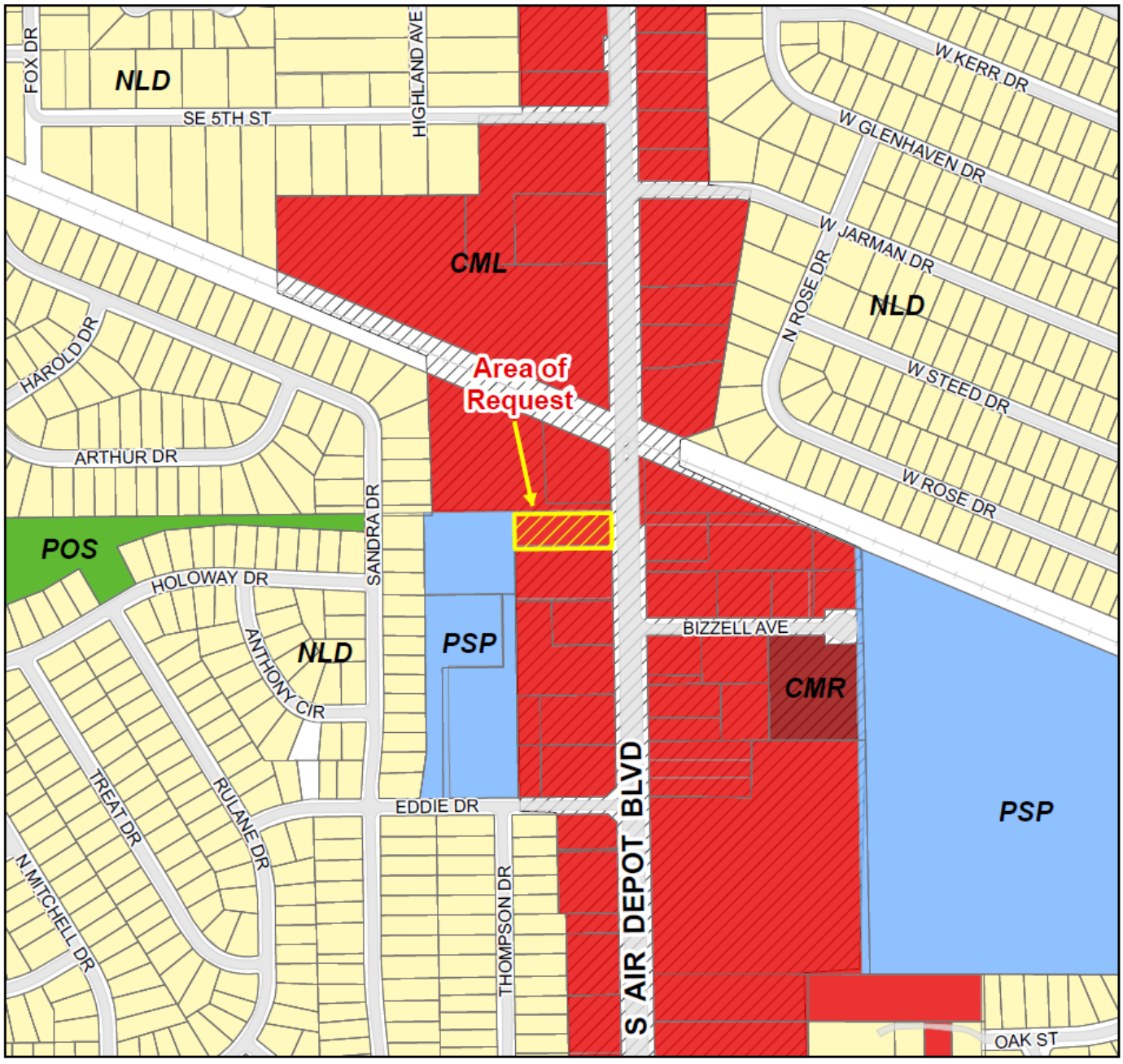
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On 8.5" x 11" paper 1 inch equals 400 feet

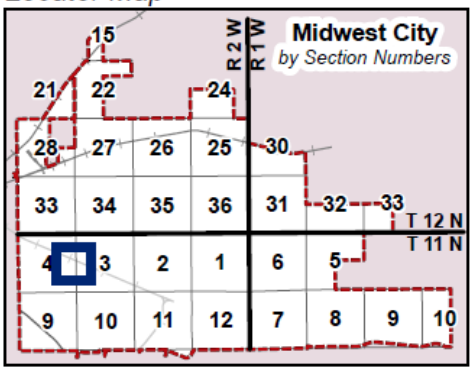
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Locator Map



Future Land Use Legend

- Estate Residential
- Neighborhood Low Density
- Neighborhood Med to High Density
- Mixed Use
- Local Commercial
- Regional Commercial
- Industrial
- Public/Semi-Public
- Parks/Open Space
- SpecialPlanningAreas2026

FUTURE LAND USE MAP FOR PC-2253 (SE/4, Sec 4, T11N, R2W)

N

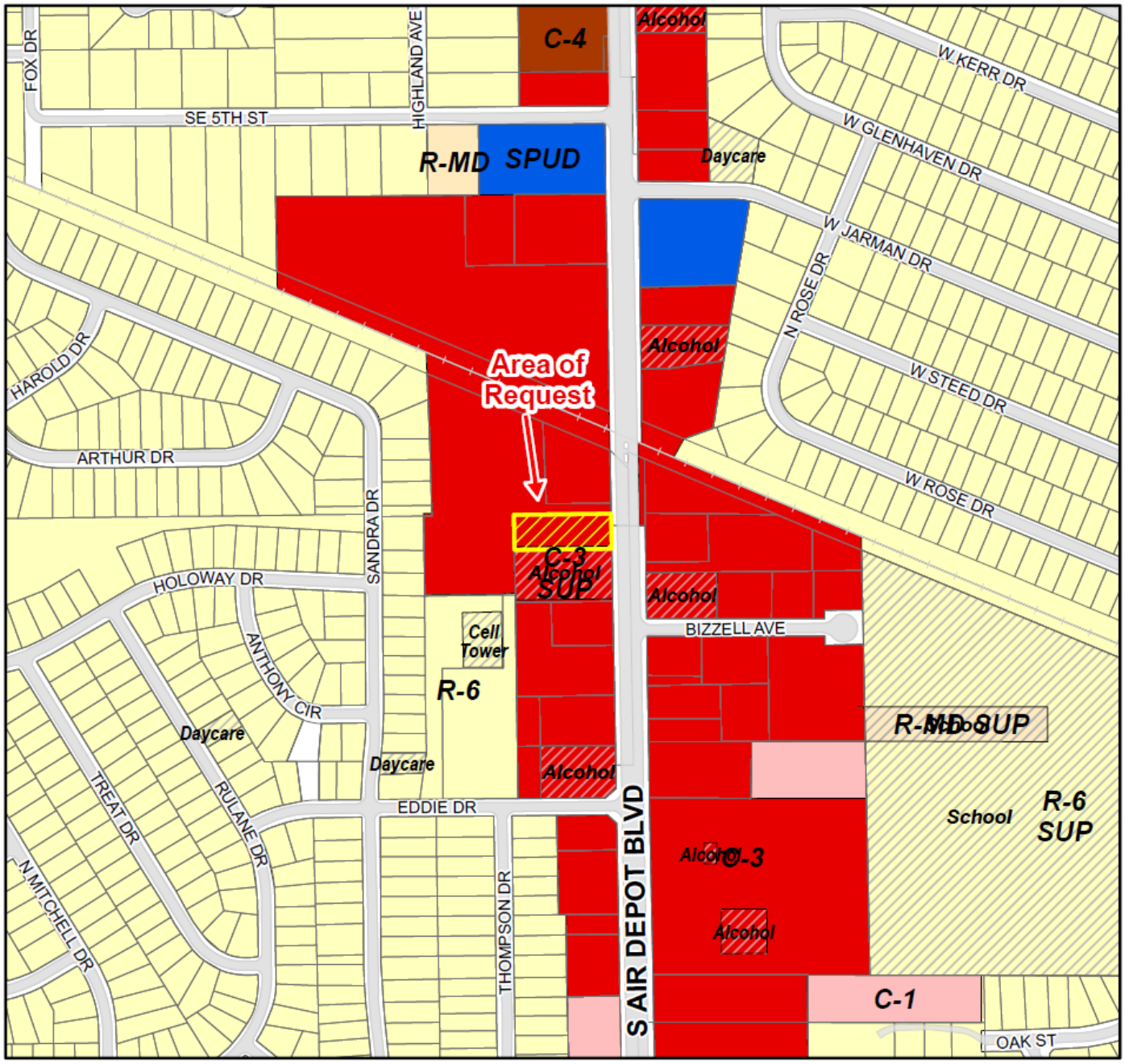
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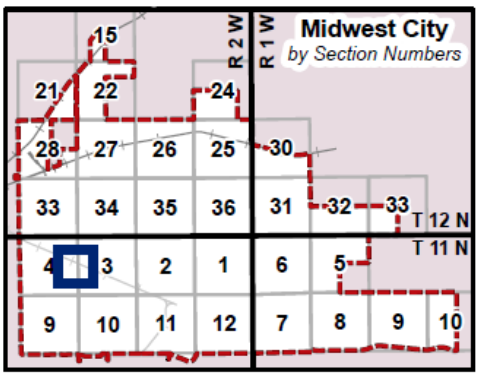
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Locator Map



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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 PC-2253 (SE/4, Sec. 4, T11N, R2W)

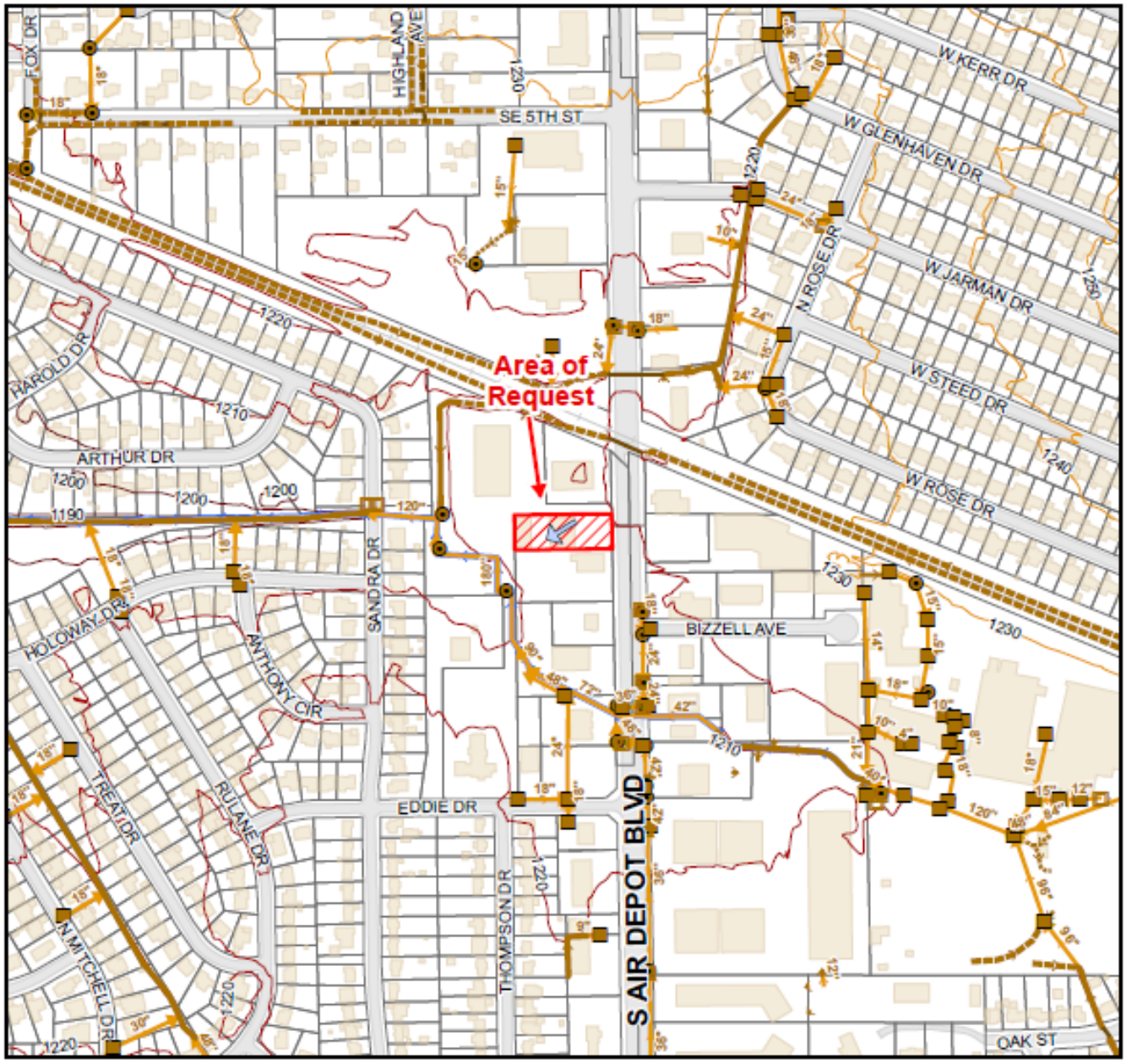
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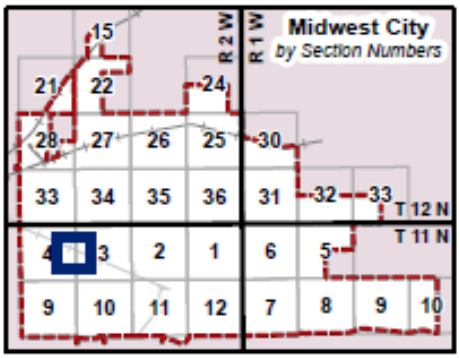
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Locator Map



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Drainage Legend

- Curb Inlets
- Inlets
- Junction Box
- Culverts
- Flumes
- Developed Channels
- Trickle Channels
- Undeveloped Channels
- Storm Lines
- Creeks

2009 FEMA Floodplains

- 500-yr floodplain
- 100-yr floodplain
- Floodway

Contours

- 1166-1204 ft
- 1204-1228 ft
- 1228-1250 ft
- 1250-1278 ft
- 1278-1324 ft

Magnitude

- <2"
- 3-5"
- 6-10"
- 11-20"

DRAINAGE MAP FOR PC-2253 (SE/4, Sec. 4, T11N, R2W)

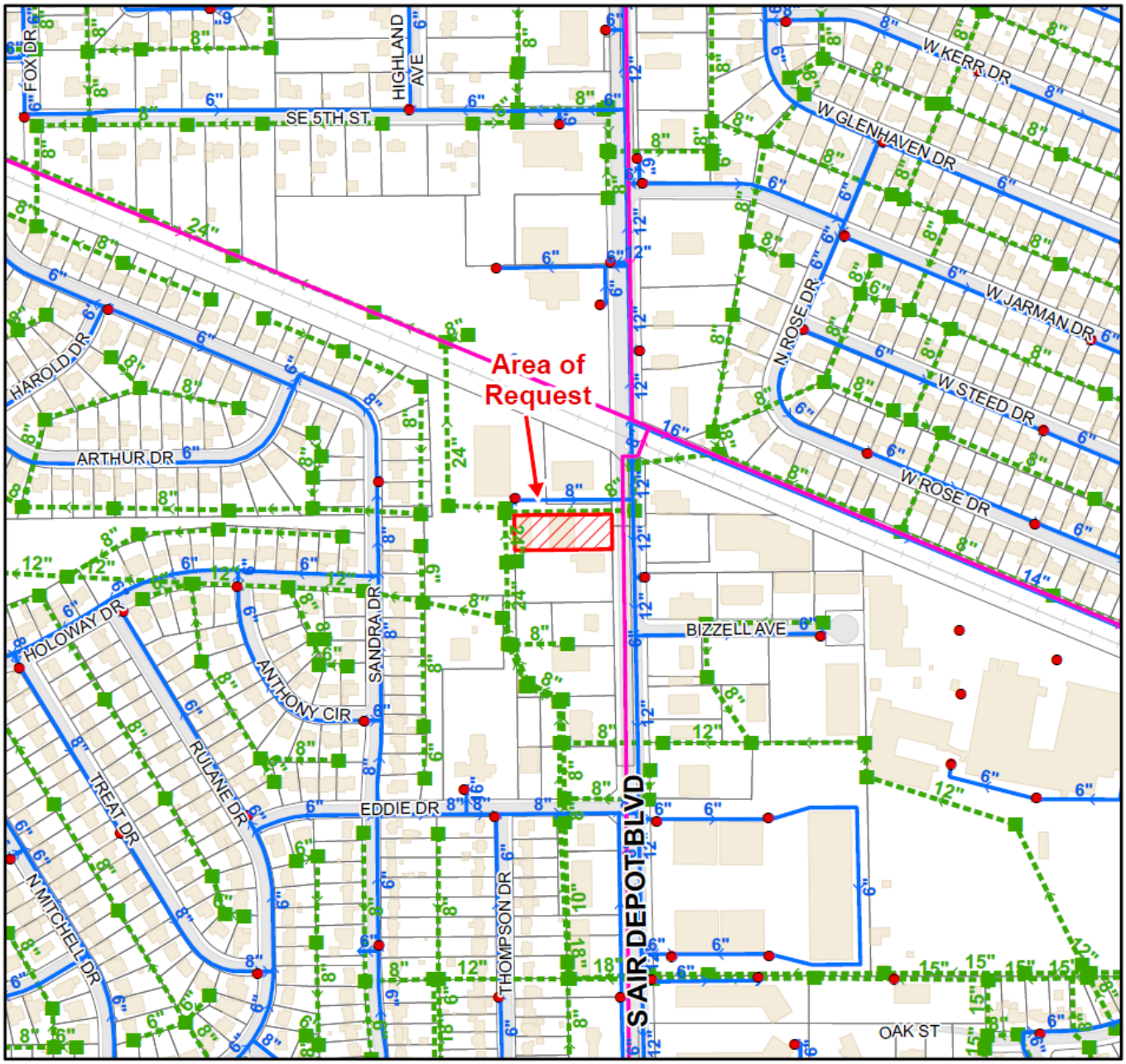
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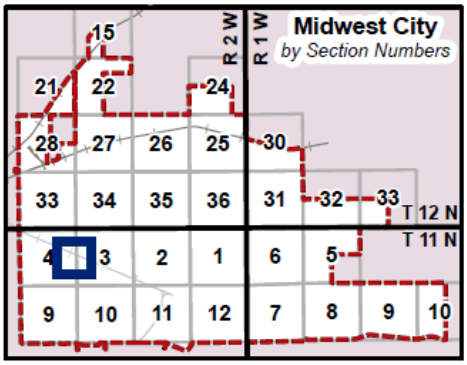
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Locator Map



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Water/Sewer Legend

- Fire Hydrants

Water Lines

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

WATER SEWER MAP FOR PC-2253 (SE/4, Sec. 4, T11N, R2W)

N 0 390 780 Feet

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

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: June 23, 2026

Subject: Public Hearing, discussion, consideration, and possible action to approve an ordinance, to close for public use, an Easement recorded in the Oklahoma County Clerk office and lying in the Northwest Quarter (NW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West, I.M., Midwest City, Oklahoma County, Oklahoma. (R. Paul Streets – Public Works) (Ward – 2)

The application for a new office/commercial development located in the Orchard Addition, 2300 South Douglas Boulevard, cannot proceed until the above easement is addressed. The listed instrument does not align with the proposed development's future lot layout and must be removed to maximize the use of the property. This process will have no impact on any City utility; there are none located in the easement. Franchise Utilities, AT&T, ONG, OG&E, Cox Communications, and Bluepeak, have also been contacted and have no infrastructure in and have no objections to vacating the easement.

Therefore, before the City Council is an ordinance to vacate the easement. If approved, the vacation will be filed with the Oklahoma County Clerk's Office.

Pursuant to Section 37-7 of the Municipal Code, an ordinance to close an easement and right-of-way is a requirement and must be done in a public hearing. Notice of this public hearing has been sent to all public franchises and property owners within 300 feet of this area.

Attached are exhibits and copies of the documents to close the easement.

The required public hearing will occur at the June 23, 2026, City Council meeting. At that time, with Council's approval, the easement will be closed, and staff will proceed with filing the ordinance at the Oklahoma County Clerk's Office.

Action is at the discretion of the Council.

Respectfully,

R. Paul Streets
Public Works Director

City of Midwest City, Oklahoma
Notice of Public Hearing

Notice is hereby given to all property owners within 300 feet of the following described property that a PUBLIC HEARING will be held before the City Council of Midwest City, Oklahoma, on **June 23, 2026 at 6:00 p.m.**, in the City Council Chambers, located at 100 N. Midwest Blvd., to consider:

AN ORDINANCE TO VACATE PORTIONS OF AN EASEMENT LOCATED AT 2300 SOUTH DOUGLAS BOULEVARD.

For the property described in the attached ordinance legal descriptions and represented in the attached exhibit.

Any person wishing to appear in support or opposition to the proposed ordinance may do so. In case of legal protest, as defined by the Midwest City Code of Ordinances, against such change, such change shall not become effective except by the favorable vote of 4/7ths of all members of the City Council. All protests must be signed and filed with the Public Works Department more than three (3) business days prior to the public hearing dates as noted above.

If additional information is desired, or if you have questions concerning this matter, please contact Paul Streets (405)739-1061, in the Midwest City Public Works Department.

Dated: June 23, 2026

_____
R. Paul Streets
Public Works Director

ORDINANCE NO. _____

AN ORDINANCE CLOSING TO PUBLIC USE A PORTION OF A PUBLIC EASEMENT LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWELVE (12), TOWNSHIP ELEVEN (11) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CITY OF MIDWEST CITY, OKLAHOMA, OKLAHOMA COUNTY, OKLAHOMA.

ORDINANCE

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

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

A strip, piece or parcel of land lying in the Northwest Quarter (NW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West, I.M., Midwest City, Oklahoma County, Oklahoma, and within The Orchard Addition Replat of Lot 1, Block 8 and Lot 3, Block 8, being more particularly described as follows:

Commencing at the Northeast Corner of Lot 3, Block 8 of The Orchard Addition Replat of Lot 1 according to the filed plat thereof, thence S 89°22'01" W along the North line of said Lot 3, a distance of 69.74 feet to the POINT OF BEGINNING;
Thence S 00°37'59" E, a distance of 98.16 feet;
Thence S 32°22'21" W, a distance of 89.77 feet;
Thence S 00°37'59" E, a distance of 116.54 feet;
Thence S 89°22’22” W a distance of 15.00 feet;
Thence N 00°37’59” W a distance of 120.99 feet;
Thence N 32°22’21” E a distance of 89.77 feet;
Thence N 00°37’59” W a distance of 93.72 feet to a point on the north line of Lot 1, of said Block 8 of The Orchard Addition Replat of Lot 1;
Thence N 89°22’01” E along the north line of said Lot 1 a distance of 15.00 feet to the POINT OF BEGINNING.
Containing 4,575 square feet or 0.1050 acres, more or less.

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

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

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

PASSED by the Council of the City of Midwest City, Oklahoma, on the _____ day of _____, 2026.

APPROVED by the Mayor of the City of Midwest City, Oklahoma, on the _____ day of _____, 2026.

ATTEST:

_____
Mayor

_____
City Clerk

Reviewed as to Form and Legality:

_____
City Attorney

EXHIBIT 'A'

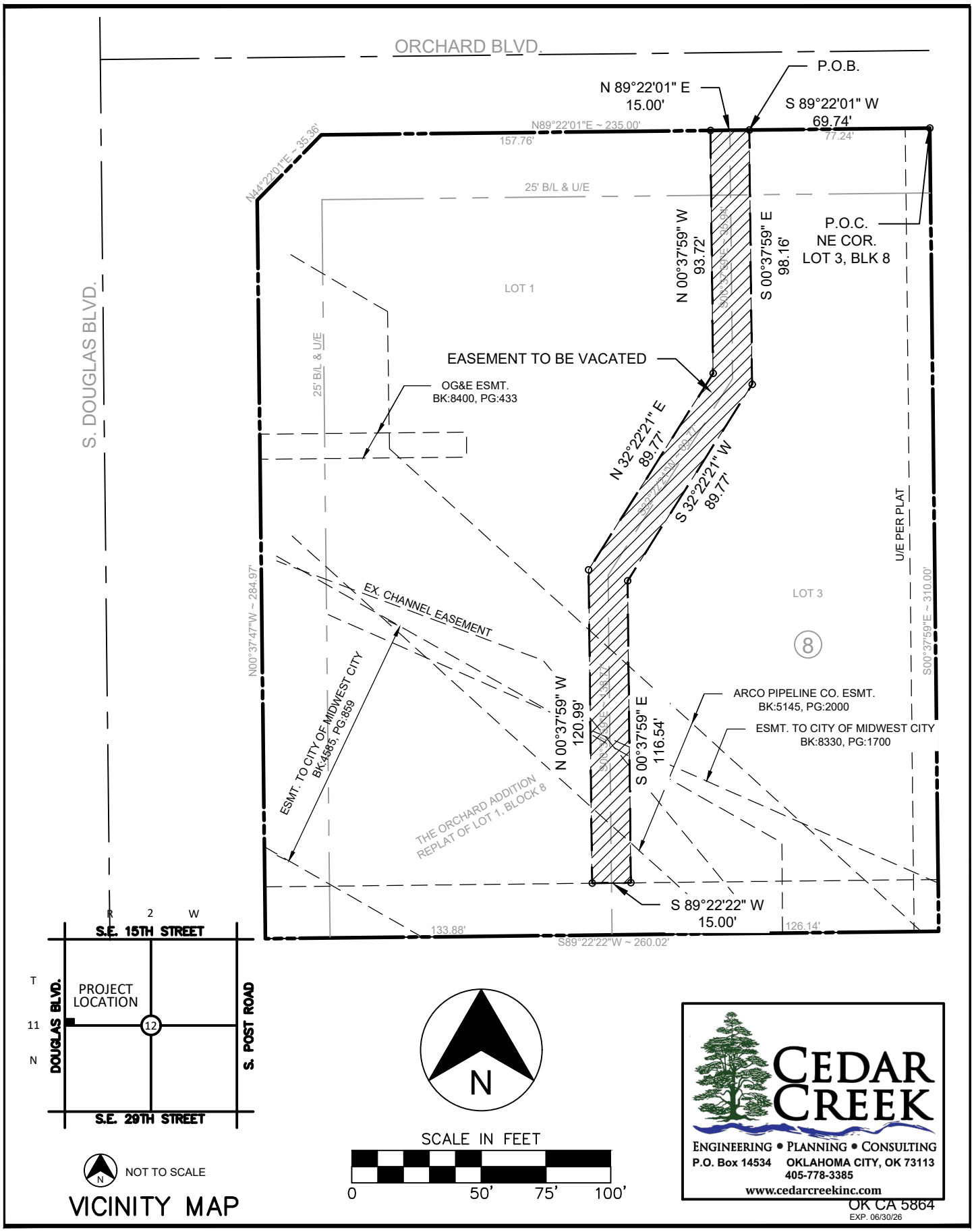
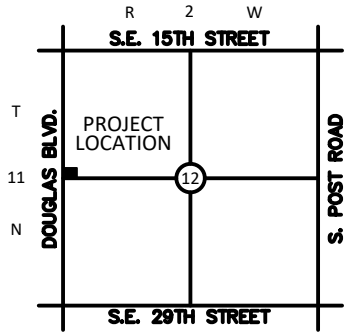

ORCHARD BLVD.
S. DOUGLAS BLVD.
P.O.B.
N 89°22'01" E
15.00'
S 89°22'01" W
69.74'
N89°22'01"E ~ 235.00'
157.76'
77.24'
N44°22'01"E ~ 35.36'
25' B/L & U/E
P.O.C.
NE COR.
LOT 3, BLK 8
N 00°37'59" W
93.72'
S 00°37'59" E
98.16'
LOT 1
EASEMENT TO BE VACATED
OG&E ESMT.
BK:8400, PG:433
N 32°22'21" E
89.77'
S 32°22'21" W
89.77'
U/E PER PLAT
LOT 3
8
EX. CHANNEL EASEMENT
N00°37'47"W ~ 284.97'
S00°37'59"E ~ 310.00'
ESMT. TO CITY OF MIDWEST CITY
BK:4585, PG:859
N 00°37'59" W
120.99'
S 00°37'59" E
116.54'
ARCO PIPELINE CO. ESMT.
BK:5145, PG:2000
ESMT. TO CITY OF MIDWEST CITY
BK:8330, PG:1700
THE ORCHARD ADDITION
REPLAT OF LOT 1, BLOCK 8
S 89°22'22" W
15.00'
133.88'
126.14'
S89°22'22"W ~ 260.02'
R 2 W
S.E. 15TH STREET
T
11
N
PROJECT
LOCATION
12
DOUGLAS BLVD.
S. POST ROAD
S.E. 29TH STREET
N
NOT TO SCALE
VICINITY MAP
SCALE IN FEET
0
50'
75'
100'
CEDAR CREEK
ENGINEERING • PLANNING • CONSULTING
P.O. Box 14534 OKLAHOMA CITY, OK 73113
405-778-3385
www.cedarcreekinc.com
OK CA 5864
EXP. 06/30/26

EXHIBIT 'A'

LEGAL DESCRIPTION:

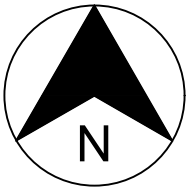
A strip, piece or parcel of land lying in the Northwest Quarter (NW/4) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West, I.M., Midwest City, Oklahoma County, Oklahoma, and within The Orchard Addition Replat of Lot 1, Block 8 and Lot 3, Block 8, being more particularly described as follows:

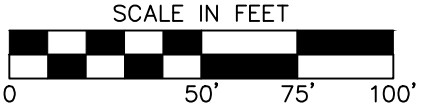
Commencing at the Northeast Corner of Lot 3, Block 8 of The Orchard Addition Replat of Lot 1 according to the filed plat thereof, thence S 89°22'01" W along the North line of said Lot 3, a distance of 69.74 feet to the POINT OF BEGINNING;
Thence S 00°37'59" E, a distance of 98.16 feet;
Thence S 32°22'21" W, a distance of 89.77 feet;
Thence S 00°37'59" E, a distance of 116.54 feet;
Thence S 89°22'22" W a distance of 15.00 feet;
Thence N 00°37'59" W a distance of 120.99 feet;
Thence N 32°22'21" E a distance of 89.77 feet;
Thence N 00°37'59" W a distance of 93.72 feet to a point on the north line of Lot 1, of said Block 8 of The Orchard Addition Replat of Lot 1;
Thence N 89°22'01" E along the north line of said Lot 1 a distance of 15.00 feet to the POINT OF BEGINNING.
Containing 4,575 square feet or 0.1050 acres, more or less.



NOT TO SCALE

VICINITY MAP





CEDAR CREEK
ENGINEERING • PLANNING • CONSULTING
P.O. Box 14534 OKLAHOMA CITY, OK 73113
405-778-3385
www.cedarcreekinc.com
OK CA 5864
EXP. 06/30/26

23 December 2025

Golden Land Surveying
4131 NW 122nd St.Ste.100
OKC OK 73120
405-306-6524
chris@goldenls.com

Attn: Chris Shipman

RE: Revocable Permit –Letter of No Objection for location at *2300 S Douglas Blvd, Midwest City OK 73130, Oklahoma County.*

Cox Communications has no objection to the City of Oklahoma City granting a revocable permit to construct and maintain replat of utility easement that will impede into the utility easement. For the property located at *2300 S Douglas Blvd, Midwest City OK 73130, Oklahoma County.*

Please be advised that Cox Communications does have an underground and aerial facility in the vicinity; therefore, proceeding with caution is recommended and requested. If relocation of said facilities is necessary to accommodate your excavation or construction, Cox will provide a cost estimate upon request. A geographical depiction of our facilities is attached; however, this is not engineering scale and for the exact location of our facilities, Cox recommends calling in utility locates.

Prior to beginning any digging and/ or trenching activities, please call OKIE–ONE 1-800-522-6543 for exact location of our facilities. Cost to repair ANY Cox Communications facility damage caused during construction of this project will be the responsibility of the damaging party. If any future repairs are necessary, Cox Communications is not responsible for any damages to any structures placed on or in the utility easements.

If you have any questions or concerns, please feel free to contact our office at 833-850-0590 or email OKCROW@cox.com.

Sincerely,

Mel Garner

Mel Garner
Cox Communications
Land Use Agent
833-850-0590

October 22, 2025

Cedar Creek, Inc
11912 N. Pennsylvania Ave, STE D4
Oklahoma City, OK 73120
ATTN: Jon Doyle, PE

RE: Letter of No Objection request to vacate existing easement in Midwest City; Proposal to vacate 15’ utility easement that is 7.5’ on each side of the lot line between lot 1 and lot 3 in Midwest City, Oklahoma.

AT&T has no objection to the above project.
Engineer Notes: We do not have any facilities in the U/E that you are trying to vacate.

Prior to beginning any digging/trenching activities, please notify CALL-OKIE, 1-800-522-6543 or 811 to have utilities located. Cost to repair any AT&T facility damaged during construction of this project will be the responsibility of the damaging party. If any future repairs are necessary, AT&T is not responsible for any damage to any structures placed on or in the utility easement. In addition, this letter will only be deemed valid if the proposed construction correctly maintains a minimum of 3’ of separation to any of AT&T’s existing aerial attachments on any pole structure that it may be encroaching on, and maintains 15.5’ clearance from ground level to any of AT&T’s existing aerial attachments on any pole structure that it may be encroaching on per the National Electrical and Safety Code (NESC) Rule 232.

Thank you,

Trina Mefford
AT&T Engineering

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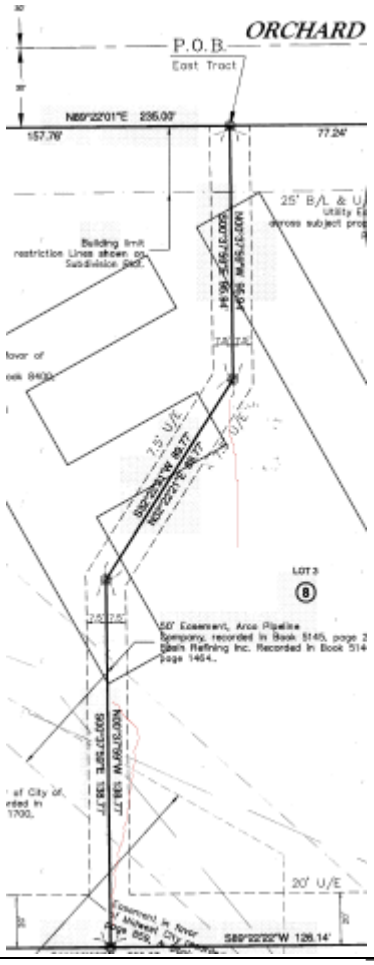
OG&E Electric Services

10/15/25

JON DOYLE, PE
405.650.5207
jdoyle@cedarcreekinc.com
cedarcreekinc.com

After review OG&E does not object to vacating the 15ft wide platted easement shown below. OG&E does not have any facilities within that easement.

THE ORCHARD ADDITION, 2300 South Douglas Blvd. MWC



Sharon Davis
OGE Land Management
405-313-4600

Oklahoma Natural Gas
A Division of ONE Gas

4901 N Santa Fe
Oklahoma City, OK 73118
405-990-7912
oklahomanaturalgas.com

March 12th, 2026

Jon Doyle
Cedar Creek Inc.

RE: Request for Letter of No Objection
Revocable Permit

Letter of No Objection

Dear Mr. Doyle,

Oklahoma Natural Gas Company, a division of ONE Gas, Inc. ("ONG") has no objection to the City of Oklahoma City granting a revocable permit to Cedar Creek Inc. to vacate the easement located at S Douglas Blvd and Orchard Blvd, Midwest City. Please be advised that ONG requires the following:

- A minimum of 2 feet undisturbed separation from underground/aboveground facilities in the area.
- Customer's conduit shall be installed at right angles or as near right angles to ONG's assets as reasonably practicable, so long as such installation provides for a minimum of two feet (2') of horizontal and vertical separation from all ONG assets.

If you need our facilities relocated to accommodate your excavation or construction, ONG will provide you a cost estimate.

Prior to any excavation, please contact OKIE-ONE 1-800-522-6543 a minimum of forty-eight (48) hours for exact location of our facilities. ONG will hold the damaging party responsible for any repairs to our facilities. If any repairs are necessary, ONG is not responsible for any damage to any structures or landscaping on or in the utility easement.

Oklahoma Natural Gas®
A Division of ONE Gas

4901 N Santa Fe
Oklahoma City, OK 73118
405-990-7912
oklahomanaturalgas.com

Sincerely,

Caleb Lee

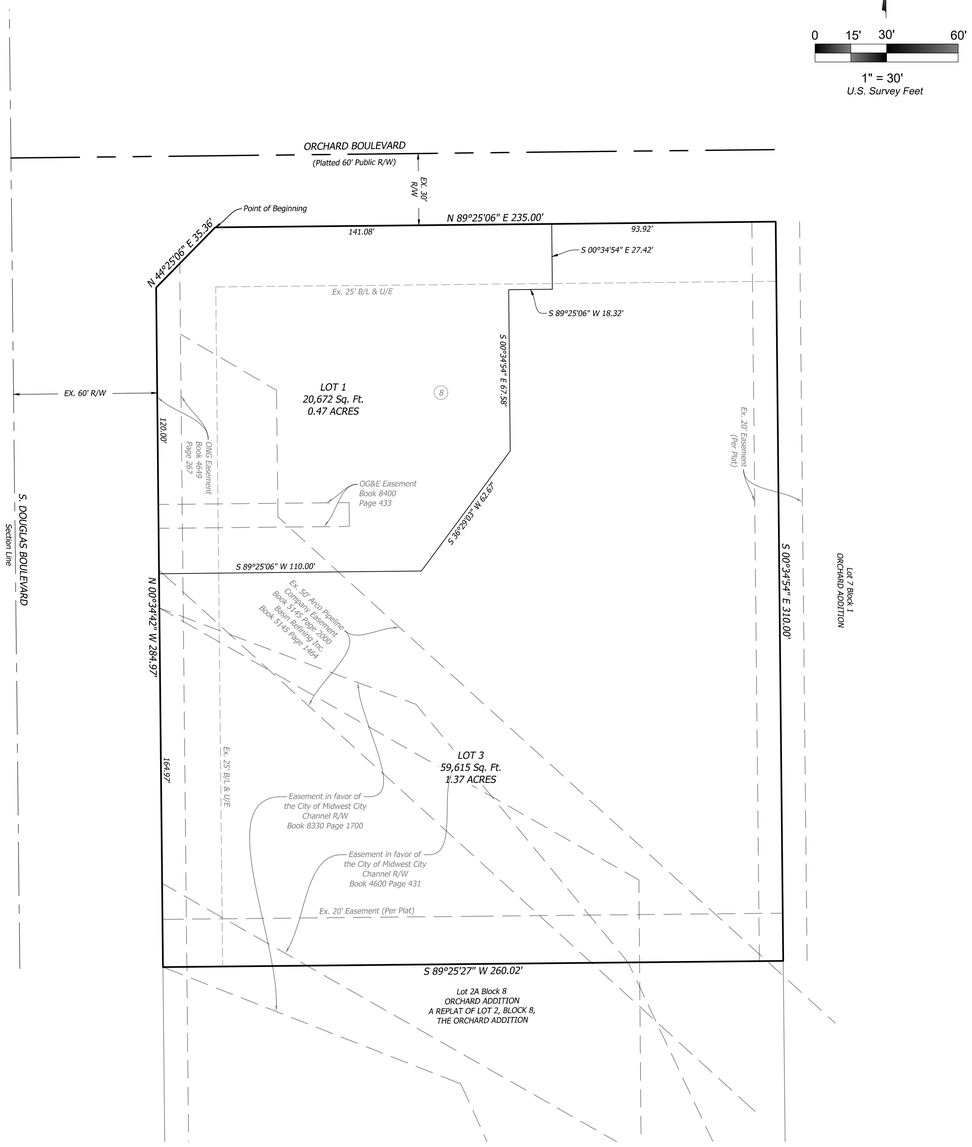
Caleb Lee
Supervisor – Field Engineering

FINAL PLAT

of

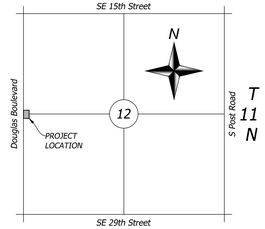
THE ORCHARD ADDITION AMENDED

being Lots 1 and 3, Block 8 THE ORCHARD ADDITION
a Replat of Lot 1, Block 8 of THE ORCHARD ADDITION
to Midwest City, Oklahoma County, Oklahoma



0 15' 30' 60'

1" = 30'
U.S. Survey Feet



Not to Scale

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: 2300 SOUTH DOUGLAS, LLC hereby certify that they are the record owners of, and the only persons, firm or corporation having title or interest in and to the land shown on the annexed Plat of THE ORCHARD ADDITION AMENDED and that the Plat represents a correct survey of the above described property made with consent, and that we hereby dedicate to the Public use all the streets as shown on said annexed plat; that the easements as shown on the annexed plat are created for the installation and maintenance of public utilities; that we hereby guarantee a clear title to all lands so dedicated from ourselves, our heirs or assigns forever and have caused the same to be released from all encumbrances so that the title is clear, except as shown in the abstractor's certificate.

Subscribed this ___ day of _____ 20____.

_____
Manager

STATE OF _____)
)SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, on this ___ day of _____, 20___, personally appeared to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year last above written,

_____
Notary Public

My Commission Number is, _____.

My Commission Expires the ___ day of _____, 20___.

LEGAL DESCRIPTION

A tract of land located in the West Half Quarter (W/2) of Section Twelve (12), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

Beginning at the Northwest corner of Lot One (1), Block Eight (8) of the ORCHARD ADDITION;
Thence N89°25'06"E a distance of 235.00 feet;
Thence S00°34'54"E a distance of 310.00 feet;
Thence S89°25'27"W a distance of 260.02 feet;
Thence N00°34'42"W a distance of 284.97 feet;
Thence N44°25'06"E a distance of 35.36 feet to the Point of Beginning.

Containing 80,287 Square Feet or 1.84 Acres, more or less.

ACCEPTANCE OF DEDICATION OF CITY COUNCIL

Be it resolved by the Council of the City of Midwest City, Oklahoma, that the dedications shown on the annexed plat are hereby accepted, adopted by the Council of the City of Midwest City, Oklahoma, this ___ day of _____, _____.

ATTEST:

_____ _____
CITY CLERK *MAYOR*

COUNTY TREASURER'S CERTIFICATE

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Oklahoma County, State of Oklahoma; that the tax records of said county show all taxes are paid for the year 20___ and prior years on the land shown on the annexed plat of THE ORCHARD ADDITION AMENDED, in Oklahoma County, Oklahoma and that the required statutory security has been deposited in the office of the Oklahoma County Treasurer, guaranteeing payment of the current year's taxes.

In witness whereof, said County Treasurer has caused this instrument to be executed at Oklahoma, Oklahoma, on this ___ day of , 20___.

_____
County Treasurer
Oklahoma County, Oklahoma

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded abstractor of titles in and for Oklahoma County and State of Oklahoma, hereby certifies that the records of said county show that the Title to the land shown on the plat of THE ORCHARD ADDITION AMENDED, an addition to Oklahoma County, Oklahoma is vested in xxxxxxxx, on the ____ day of _____, 20___, there are no actions pending or judgements of any nature in any court or on file with the clerk of any court in said county and state against said land owners thereof, that the taxes are paid for the year of and prior years, that there are no outstanding tax sales certificates against said land and no tax deeds are issued to any person, that there are on liens, or other encumbrances of any kind against the land included in the Plat of THE ORCHARD ADDITION AMENDED, except mortgages, rights of way, easements and mineral conveyances of record.

In witness whereof, said Bonded Abstractor has caused this instrument to be executed this____ day of _____, 20___.

BY: _____
Title

LEGEND

- Section Corner
- Quarter Corner
- Set 1/2" Iron Rod
- Set MAG Nail

Plat Boundary Line
Lot Line (This Plat)
Easement (This Plat)
Building Limit Line (This Plat)
Existing Lot Line
Existing Easement
Existing Building Limit Line

U/E - Utility Easement
B/L - Building Limit Line
R/W - Right of Way

NOTE: ALL MONUMENTS SET ARE CAPPED 1/2" IRON PINS OR MAG NAILS WITH WASHERS BOTH BEING STAMPED "GOLDEN CA 7263"

CERTIFICATE OF CITY CLERK

I,_____, City Clerk of Midwest City, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments or unmatured installments upon special assessments have been paid in full and that there are no special assessments procedures now pending against the land shown on the amended plat of THE ORCHARD ADDITION AMENDED, an addition to the City of Midwest City, Oklahoma.

Signed by the City Clerk on this ___ day of _____, _____.

_____
City Clerk

CERTIFICATE OF PLANNING COMMISSION

I,_____, Director of Planning Commission duly approved the Plat of THE ORCHARD ADDITION AMENDED, an addition to the City of Midwest City, Oklahoma at a meeting on the ____ day of _____, _____.

_____
Chairman

SURVEYOR'S CERTIFICATE

I, Troy Dee, a Licensed Professional Land Surveyor No. 1745 do hereby certify that I am a Professional Land Surveyor in the State of Oklahoma, and that the Final Plat of THE ORCHARD ADDITION AMENDED, an addition to Oklahoma County, Oklahoma, represents a survey made under my supervision, and that the monuments shown thereon actually exist and their positions are correctly shown.

Troy Dee

Troy Dee
Licensed Professional Land Surveyor Oklahoma No. 1745
4131 N.W. 122nd Street Suite #100 Oklahoma City, OK 73120
(405) 849-6010

STATE OF OKLAHOMA)
)SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of February, 2026, personally appeared Troy Dee to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and notarial seal the day and year last above written,

Stephen Quinalty
Notary Public

My Commission Number is, 20013172.

My Commission Expires the 23rd day of OCTOBER, 2028.

NOTES

1. *This plat of survey meets the Oklahoma Minimum Standards for the practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors, and that said Final Plat complies with the requirements of Title 11 Section 41-108 of the Oklahoma State Statutes.*
2. *Monuments set for Lot Corners and the Road Center Line shall be as follows:*
   Paved surfaces - A Magnetic Nail with a Washer stamped "GOLDEN CA 7263"
   Unpaved surfaces - A 1/2" Iron Rod with a Plastic Cap Stamped "GOLDEN CA 7263"
3. *The proposed roadways shown on this plat will adhere to the county standard road specifications.*

Bonded Abstractor *Owner's Notary* *County Treasurer* *City Corporate Seal* *County Clerk* *Land Surveyor* *Surveyor's Notary*

Land Surveyor: PROFESSIONAL LAND SURVEYOR · TROY DEE 1745 · OKLAHOMA

Surveyor's Notary: STEPHEN DWAYNE QUINALTY · NOTARY · # 20013172 EXP:10/23/2028 · PUBLIC · STATE OF OKLAHOMA

Prepared By

GOLDEN LAND SURVEYING

4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date =6/30/2026
Telephone: (405) 849-6010 Email: troy@goldenls.com

Date of Preparation 02/09/2025 *Job No. 251655* *Sheet 1 Of 1*

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

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Vaughn K. Sullivan, Assistant City Manager

DATE: July 28, 2026

SUBJECT: Discussion, consideration, and possible action of approving a Professional Services Contract with ADG Blatt for design services associated with the Midwest City indoor recreation and aquatics facility, in an amount not to exceed $2,737,240.00.

On April 2, 2026, the City of Midwest City issued a Request for Qualifications (RFQ) seeking architectural and engineering firms with demonstrated experience in the planning and design of indoor recreation and aquatics facilities. Qualification statements were due by 5:00 p.m. on April 16, 2026. Of the twenty firms solicited, fourteen submitted qualification statements for consideration.

The submissions were independently reviewed and evaluated by a selection committee consisting of Tim Lyon, City Manager; Dr. Rick Cobb, Superintendent of Mid-Del Schools; Chris Gray, Engineer and Project Manager with Willowbrook Construction; Scott Mitchell, Vice President of Property Management for the YMCA and myself. Based on the committee's evaluations, the three highest-ranked firms were invited to participate in interviews.

On May 27, 2026, the committee interviewed ADG Blatt Architects, GH2 Architects, and MA+ Architecture. Following the interviews, the committee unanimously recommended entering into contract negotiations with ADG Blatt Architects for professional design services.

Over the past several weeks, City staff has worked with ADG Blatt Architects to negotiate the scope of services and associated fees. Attached for your consideration is the negotiated agreement for a full-service architectural and engineering scope, including design, construction documents, bidding assistance, and construction administration services for the Midwest City Indoor Recreation and Aquatics Facility. The total contract amount is **not to exceed $2,737,240.00**.

Funding for this contract has been budgeted and is available.

Staff recommends approval.



Vaughn K. Sullivan
Assistant City Manager

Attachment: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
between
ADG Blatt
And
THE CITY OF MIDWEST CITY AND
THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as "**Agreement**") is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as "**City**"), The Midwest City Memorial Hospital Authority, a public trust created pursuant to Title 60 of the Oklahoma Statutes, whose beneficiary is the **City** (hereinafter referred to as "**Authority**"), and (ADG Blatt), (hereinafter referred to as "**Service Provider**") (**City, Authority**, and **Service Provider** being collectively referred to herein as the "**Parties**") and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, **City and Authority** is in need of the following professional services including the design and engineering for a new Indoor Recreation and Aquatics Facility ; and

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

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

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

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

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

PROFESSIONAL SERVICES AGREEMENT
between
ADG Blatt
And
THE CITY OF MIDWEST CITY AND
THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

1. Services, Products, Solutions and Deliverables

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

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

b) The text of this **Agreement** together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the **City and Authority** and the Service Provider with respect to the services, products, solutions and deliverables to be provided

by the Service Provider hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this
Agreement.

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

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

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

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

B. **Service Provider** will be solely responsible to ensure the **Service Provider's Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **City's and Authority's** goals and purposes. Service Provider

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

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

3. CONSIDERATION

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

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

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

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

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

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

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

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

5. TERM, TERMINATION AND STOP WORK

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

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

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

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

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

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

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

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

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

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

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

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

6. WARRANTIES

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

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

and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **City and Authority**. Should the **Service Provider** fail to reimburse the **City and Authority** within thirty (30) calendar days of demand, the **City and Authority** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

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

7. INSURANCE

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

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

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

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

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

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

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

8. INDEMNIFICATION

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

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

9. CONFIDENTIALITY

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

obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

10. NOTICES

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

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

The Midwest City Memorial Hospital Authority, Secretary
100 N. Midwest Boulevard
Midwest City, OK 73110

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

Anthony J. Blatt, AIA
ADG Blatt
920 West Main Street
Oklahoma City, OK 73106

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

11. ABIDES BY LAW

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

12. ASSIGNMENT AND SUBLEASE

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

13. COMPLETE AGREEMENT AND AMENDMENT

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

14. TIME OF ESSENCE

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

15. MULTIPLE ORIGINALS

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

16. ANTI-COLLUSION

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

17. BREACH AND DEFAULT

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

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

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

18. THIRD PARTY BENEFICIARIES

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

19. VENUE AND CHOICE OF LAW

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

20. DISPUTE RESOLUTION

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

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

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

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

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

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

settle the Dispute.

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

21. VALIDITY

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

22. NO WAIVER

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

23. NO EXTRA WORK

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

24. AMENDMENT

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

Agreement for approval and execution**,** unless the amendment would increase the contracted amount by more than ten percent (10%). The **Authority** hereby delegates to the General Manager all amendments to this **Agreement** for approval and execution**,** unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

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

Service Provider: ADG Blatt

By: Anthony J. Blatt

Name: _____

Title: Vice President, Chief of Operations

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
ADG Blatt
And
THE CITY OF MIDWEST CITY AND
THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2026.

THE CITY OF MIDWEST CITY

_____
MAYOR

_____
SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

_____
DONALD D. MAISCH, CITY ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
between
ADG Blatt
And
THE CITY OF MIDWEST CITY AND
THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

APPROVED by the Trustees and **SIGNED** by the Chair of The Midwest City Memorial Hospital Authority this _____ day of _____, 2026.

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

_____
CHAIR

_____
SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

_____
DONALD D. MAISCH, ATTORNEY

26 June 2026 (Rev. 20 July 2026)

Mr. Vaughn Sullivan
Assistant City Manager
City of Midwest City
100 North Midwest Blvd.
Midwest City, Oklahoma 73110

ADG Blatt | Proposal for Architectural and Engineering Services / Attachment 'A' Scope of Services

Project: YMCA for the City of Midwest City

Dear Mr. Sullivan,

On behalf of ADG Blatt and our Project Team, I am pleased to present the following proposal to you and your team at the City of Midwest City ("the Client") to provide architectural and coordinated associated engineering services for the Midwest City YMCA ("the Project"). This proposal outlines our understanding of the Project and our proposed professional services. Upon acceptance, this proposal will be attached to and incorporated into the City of Midwest City's standard Professional Services Agreement.

Project Description

The Project consists of the design verification, documentation, procurement support, and construction administration of a new YMCA Recreation, and Natatorium / Competition Swimming facility located at the intersection of National Ave. and Parklawn Dr. in Midwest City's Hospital district within the proposed Plaza 62. The building is anticipated to be approximately 68,000 square feet in size and will support a mix of aquatic, multi-purpose activity, community wellness, gymnasium, fitness studios, locker room, childcare, and associated spaces.

Project Team

ADG Blatt enjoys many successful and long-standing relationships with consultants that we consider to be the best available. For this proposal, we are teaming with the following professionals ("the Design Team"):

Discipline	Firm Name
Architect of Record	ADG Blatt
Interior Design	ADG Blatt
Civil Engineering	Johnson & Associates
Structural Engineering	Wallace Design Collective
Mechanical, Electrical, Plumbing Engineering	Henderson Engineers
Pool Design and Engineering	Councilman-Hunsaker
Landscape Architecture	ADG Blatt
Specification Writing	ADG Blatt
Fire Suppression	Henderson Engineers

Additional consultants may be included as required by the Project.

Scope of Professional Services

The Architect will provide architectural services for the design verification, documentation, and construction administration of the Project. Services are organized by phase and are limited to those described below. The Project scope is based on information available at the time of this Proposal, including the anticipated size, program, budget, schedule, and construction delivery method.

The following services have been provided by others under a prior contract. A credit is applied in the fee listed at the end of this proposal.

Partial Civil Engineering Services

- Detention pond requirement discovery, calculation, and design
- Design / Documentation for Public Utility extension to the site

Programming Services

- Review Client goals, operational needs, and functional requirements
- Develop interior and exterior space program, including space sizes, adjacencies, and functional criteria
- Identify physical requirements including volume, clear height, power, and special use considerations
- Participate in meetings with the Client to confirm program direction

Concept/Schematic Design

- Prepare concept/schematic design documents illustrating overall building organization, typical floor plans, and primary exterior elevations

The following services will be provided under the proposed Scope of Professional Services for this contract.

Concept/Schematic Design

- Review Client-provided program and available site information
- Identify / verify applicable zoning and building code considerations
- Coordinate architectural design with the Design Team
- Participate in meetings with the Client to review design direction

Review current Estimate of Probable Cost with both Owner and Construction Manager for confirmation that the construction budget is appropriate to the level of design and the current estimated global schedule.

Design Development

- Develop the approved concept/schematic design into more defined architectural drawings
- Prepare plans, elevations, and sections describing building layout and major engineering systems
- Coordinate the architectural design with professional engineering consultants
- Participate in meetings with the Client to review progress and incorporate approved input
- Coordination and correspondence with Midwest City, the YMCA, Mid-Del School District, and Willowbrook regarding design progress, construction schedule, and if phasing of deliverables will be required

This phase includes Construction Manager review and confirmation of both the schedule and construction budget appropriate to the level of design.

Construction Documents

- Prepare drawings and specifications suitable for permitting, bidding, and construction
- Coordinate architectural documents with professional engineers systems and designs
- Assist Construction Manager with submissions to permitting authorities
- Respond to plan review comments related to the Construction Documents
- Continued coordination and correspondence with Midwest City, the YMCA, Mid-Del School District, and Willowbrook regarding design progress, construction schedule, and if phasing of deliverables will be required

This phase includes Construction Manager review and confirmation of both the schedule and construction budget appropriate to the level of design.

Procurement

- Receive and respond to Construction Manager coordinated bidder questions and issue clarifications
- Assist the Client with review of submitted bids and / or proposals
- Be available during preparation of procurement documents and subsequent procurement period

Construction Administration

- Participate in two (2) onsite / in person meetings per month, consisting of:
  - One monthly site visit to observe progress and general quality of the Work
  - One monthly meeting to review and evaluate the Contractor's Applications for Payment
- Review and respond to Requests for Information (RFIs)
- Review shop drawings and submittals for general design intent
- Participate in one (1) site visit to confirm Substantial Completion
- Provide clarifications needed to support construction consistent with the Contract Documents
- Additional meetings or site visits beyond those described above may be provided as Additional Service, if requested

Basic Project Deliverables

Deliverables are organized by phase and reflect the anticipated level of development.

The following deliverables have been provided by others under a prior contract. A credit is applied in the fee listed at the end of this proposal.

Programming Deliverables

- Written Interior and Exterior space program
- Narrative document outlining goals, operational needs, and functional requirements

Concept/Schematic Design Deliverables

- Concept/Schematic site plan, floor plan(s), exterior elevations/building massing

The following deliverables are provided under the proposed Scope of Professional Services for this contract.

Concept/Schematic Design Deliverables

- Verify code compliance and integration of owner's programming and design
- Design disciplines narratives that outline process and confirmation of the current design
- Verify that the current design meets current code requirements of the AHJ

Design Development Deliverables

- Developed plans, elevations, and sections
- Outline-level interior and exterior building materials
- Drawings coordinating architectural and consultant designs
- If phasing is required for the project, integration of those phases into deliverables in coordination with MWC, YMCA, Mid-Del Schools, and Willowbrook will begin. If these phases can be identified at this time, ADGB will modify and update the proposal accordingly

Construction Documents Deliverables

- Coordinated and Permit-ready drawings and specifications
- Documents required for submission to Authorities Having Jurisdiction
- If phasing is required for the project, integration of those phases into deliverables in coordination with MWC, YMCA, Mid-Del Schools, and Willowbrook will begin. If these phases can be identified at this time, ADGB will modify and update the proposal accordingly

Construction Administration Deliverables

- Reviewed submittals and shop drawings
- Written responses to RFIs
- Field reports documenting site observations
- Review of Contractor Applications for Payment

Project Schedule

The Project Schedule is organized by phase and coordinated with the Client, consultants, and the selected construction delivery method. Each phase of the work incorporates a seven (7) calendar day review and approval period for the Client. The schedule may be refined as the Project progresses to reflect coordination requirements, regulatory review durations, or Client-directed revisions.

The programing phase has been eliminated as this work has been provided by others under a prior contract and a credit is applied in the fee listed at the end of this proposal.

Concept / Schematic Design	Duration: 2 weeks after notice to proceed	est. (08/11/2026)
Design Development	Duration: 6 weeks after approval of prior phase	est. (09/22/2026)
50% Construction Documents/Permit	Duration: 9 weeks after approval of prior phase	est. (11/24/2026)
90% Construction Documents/QAQC	Duration: 3 weeks after approval of prior phase	est. (12/15/2027)
Issued for Construction Documents	Duration: 3 weeks after approval of prior phase	est. (01/05/2027)

Additional Services

The following services may be provided by the ADG Blatt team as Additional Services upon Client authorization:

- Specialty consultant services not identified herein
- Development of Design Documents into multiple phases (other than an early Civil Engineering package) for permitting and/or construction.
- Services beyond those specifically noted in this proposal

Project Exclusions

The following services are not included unless specifically identified elsewhere in this Proposal:

- Detailed cost estimating or cost control
- Preparation of as-built drawings beyond limited field verification
- Furniture, fixtures, equipment, and artwork
- Audio/visual, information technology, security, or specialty systems
- Sustainability or certification services
- Commissioning or testing services
- Additional Visual Renderings in excess of those provided by Others in the previous Schematic Design

Geotechnical Engineering Services

Geotechnical engineering services for soils testing are required for the Project. ADG Blatt will assist the Client in soliciting proposals from multiple qualified geotechnical engineering firms. The Client shall contract directly with the selected Geotechnical Engineering Firm.

Professional Services Fee

The Professional Services Fee is based on the Scope of Services, Schedule, and Deliverables described in this Proposal. The Professional Services Fee for this Project is proposed as:

Lump Sum Fee:

The Professional Services Fee is proposed as a Lump Sum fee structure, consisting of a Lump Sum fee of $2,737,240.00 for Basic Services per the following schedule.

Professional Services	Base Fee	Credits	Subtotal after Credits
Basic ASMEP* Services	$ 2,597,000.00	$ 151,760.00	$ 2,445,240.00
Civil Engineering	$ 81,000.00	$ 25,000.00	$ 56,000.00
Landscape Architecture	$ 95,000.00	$ 70,000.00	$ 25,000.00
Interior Design	$ 136,000.00	$ 35,000.00	$ 101,000.00
Pool Design and Engineering	$ 199,500.00	$ 89,500.00	$ 110,000.00
Total	$ 3,108,500.00	$ 371,260.00	$ 2,737,240.00**

* ASMEP refers to Architectural, Structural, Mechanical, Electrical, and Plumbing professional services
** A percentage split for the Work associated with the Competition Pool / Balance of the Building will be provided to the Owner.

If requested by the Owner, the following Additional Services can be provided by the ADG Blatt team:

- Multiple Bid Package Phasing (other than an early Civil / Earthwork package)
- Architectural Lighting
- Telecommunications
- Audio-Visual
- Security
- Acoustical Consulting

Billing will be issued monthly in proportion to services performed.

In addition to the Lump Sum Fee, we will invoice for reimbursable costs for travel (mileage, tolls, parking, ride-share, etc), lodging, per diem, printing, and shipping. We will invoice these expenses at 1.15 times our costs. We recommend that Midwest City budget an additional $3,000 (three thousand) for Reimbursables.

We appreciate the opportunity to work with you and your team on your proposed YMCA MWC project. If you have any questions or would like to discuss refinement of this proposal, please do not hesitate to contact us. If this proposal aligns with your expectations, we are pleased to proceed with finalizing an agreement and initiating the work.

Sincerely,



Anthony Blatt, AIA, NCARB, RID
Chief of Architecture and Operations
ablatt@adgblatt.com

2 July 2026 (REVISED 20 July 2026)

Mr. Vaughn Sullivan
Assistant City Manager
City of Midwest City
100 North Midwest Blvd.
Midwest City, Oklahoma 73110

ADG Blatt | Attachment 'B' Schedule of Fees / Rate Card

Project: YMCA for the City of Midwest City

Professional Services Fee

The Professional Services Fee is based on the Scope of Services, Schedule, and Deliverables described in this Proposal. The Professional Services Fee for this Project is proposed as:

Lump Sum Fee:

The Professional Services Fee is proposed as a Lump Sum fee structure, consisting of a Lump Sum fee of $2,737,240.00 for Basic Services per the following schedule.

Professional Services	Base Fee	Credits	Subtotal after Credits
Basic ASMEP* Services	$ 2,597,000.00	$ 151,760.00	$ 2,445,240.00
Civil Engineering	$ 81,000.00	$ 25,000.00	$ 56,000.00
Landscape Architecture	$ 95,000.00	$ 70,000.00	$ 25,000.00
Interior Design	$ 136,000.00	$ 35,000.00	$ 101,000.00
Pool Design and Engineering	$ 199,500.00	$ 89,500.00	$ 110,000.00
Total	$ 3,108,500.00	$ 371,260.00	$ 2,737,240.00**

* ASMEP refers to Architectural, Structural, Mechanical, Electrical, and Plumbing professional services
** A percentage split for the Work associated with the Competition Pool / Balance of the Building will be provided to the Owner.

Billing will be issued monthly in proportion to services performed.

In addition to the Lump Sum Fee, we will invoice for reimbursable costs for travel (mileage, tolls, parking, ride-share, etc), lodging, per diem, printing, and shipping. We will invoice these expenses at 1.15 times our costs. We recommend that Midwest City budget an additional $3,000 (three thousand) for Reimbursables.

2 July 2026 (REVISED 20 July 2026)

Mr. Vaughn Sullivan
Assistant City Manager
City of Midwest City
100 North Midwest Blvd.
Midwest City, Oklahoma 73110

ADG Blatt | Attachment 'C' – Service Providers Team

Project: YMCA for the City of Midwest City

Project Team

ADG Blatt enjoys many successful and long-standing relationships with consultants that we consider to be the best available. For this proposal, we are teaming with the following professionals ("the Design Team"):

Discipline	Firm Name
Architect of Record	ADG Blatt
Interior Design	ADG Blatt
Civil Engineering	Johnson & Associates
Structural Engineering	Wallace Design Collective
Mechanical, Electrical, Plumbing Engineering	Henderson Engineers
Pool Design and Engineering	Councilman-Hunsaker
Landscape Architecture	ADG Blatt
Specification Writing	ADG Blatt
Fire Suppression	Henderson Engineers

Additional consultants may be included as required by the Project.

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 an ordinance amending the Midwest City Municipal Code: Chapter 7, Amusements, Article I, Family Amusement Centers, Section 7-1, Family amusement centers defined, Section 7-2, Closing hours, Section 7-3, Types of machines prohibited, Section 7-4, License-Required, Section 7-5, Same-Application, Section 7-6, Same-Fee, Section 7-7, Same-Expiration, , Section 7-8, Revocation of license, Section 7-9, Provisions of article exclusive, Section 7-10, Alcoholic and nonintoxicating beverages; Article III, Coin-Operated Devices, Section 7-40, Purpose/Definition, Section 7-41, Placement of Magazine or Book Racks or Holders, Section 7-42, License revoking these sections and placing them into reserve; providing for a repealer, and severability. (D. Maisch – City Attorney).

Date: July 28, 2026

The proposed amendments to Chapter 7, Article I, would revoke and place into reserve this entire Article. There are only five (5) locations in the City over the past several years that have required a permit under this Article. The costs of managing this program far outweigh the revenue received. Additionally, the state now licenses all such equipment that is operated under this program.

Additionally, the proposed amendments to Chapter 7, Article III, would revoke and place into reserve this entire Article. There are not sufficient personnel to properly regulate this industry and the fees are not sufficient to supply the proper personnel.

The OOCC reviewed and recommended revocation of the Articles and placing the ordinance section into reserve to the City Council.

Action is at the discretion of the City Council.

Respectfully submitted,

Donald D. Maisch
City Attorney

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 7 AMUSEMENTS, ARTICLE I, FAMILY AMUSEMENT CENTERS, SECTION 7-1, FAMILY AMUSEMENT CENTERS DEFINED, SECTION 7-2, CLOSING HOURS. SECTION 7-3 TYPES OF MACHINES PROHIBITED, SECTION 7-4, LICENSE-REQUIRED, SECTION 7-5, SAME-APPLICATION, SECTION 7-6, SAME-FEE, SECTION 7-7, SAME-EXPIRATION; POSTING; TRANSFERABILITY, SECTION 7-8, RECOVATION OF LICENSE, SECTION 7-9, PROVISIONS OF ARTICLE EXCLUSIVE, SECTION 7-10, ALCOHOLIC AND NONINTOXICATING BEVERAGES; ARTICLE III, COIN-OPERATED DEVICES, SECTIONS 7-40, PURPOSE/DEFINITION; SECTION 7-41, PLACEMENT OF MAGAZINE OR BOOK RACKS OR HOLDERS; SECTION 7-42, LICENSE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 7 Amusements, Article I, Family Amusement Centers, Section 7-1, Family amusement centers defined; is hereby revoked and placed into reserve:

Section 7-1. ~~Family amusement centers defined~~ Reserved.

~~The term "family amusement center" for the purposes of this article shall mean any place of business lawfully containing eight (8) or more amusement devices, including, but without limitation, coin-operated devices (as defined by section 7-40), card tables or pool and billiard tables operated in conjunction therewith, where persons of all ages and either sex are permitted on the premises, subject to the rules hereinafter set forth.~~

Section 2. That the Midwest City Municipal Code, Chapter 7 Amusements, Article I, Family Amusement Centers, Section 7-2, Closing hours; is hereby revoked and placed into reserve:

Section 7-2. ~~Closing hours~~ Reserved.

~~(a) Any person operating a "family amusement center" shall close his place of business no later than 12:00 midnight, and shall not reopen the same before 6:00 a.m. on all days except Saturdays and Sundays; and on Saturdays and Sundays such place of business shall be closed no later than 2:00 a.m., but may reopen at 11:00 a.m. Sunday to close no later than 12:00 midnight the same day. No operator or person licensed hereunder shall permit any playing of any kind during the hours herein specified as closing hours.~~

~~(b) Any person or business operating under a license as a family amusement center, but also operating an establishment licensed to sell nonintoxicating beverages, as defined by Title~~

~~37 of the Oklahoma Statutes, or alcoholic beverages, as defined by Title 37 of the Oklahoma Statutes, shall strictly adhere to the closing hours specified by Chapter 5 of this Code or Title 37 of the Oklahoma Statutes as required for the above described nonintoxicating beverage license or alcoholic beverage license without regard to subsection (a) above.~~

~~(c) It shall be unlawful to permit a person under the age of eighteen (18) on the licensed premises unless accompanied by a parent or guardian, between the hours of 12:00 midnight and 6:00 a.m. Monday through Friday, between the hours of 1:00 a.m. and 6:00 a.m. Saturday and between the hours of 1:00 a.m. and 1:00 p.m. Sunday.~~

Section 3. That the Midwest City Municipal Code, Chapter 7 Amusements, Article I, Family Amusement Centers, Section 7-3, Types of machines prohibited; is hereby revoked and placed into reserve:

Section 7-3. ~~Types of machines prohibited~~ Reserved.

~~No license shall be issued hereunder for premises containing any coin-operated machine designed and intended to be used for the purpose of gambling, the showing of any lewd or indecent pictorial matter, the making of loud and unusual noise, or the vending of any article of merchandise of inferior or unsanitary nature, or the vending of any merchandise prohibited by law.~~

Section 4. That the Midwest City Municipal Code, Chapter 7 Amusements, Article I, Family Amusement Centers, Section 7-4, License-Required; is hereby revoked and placed into reserve:

Section 7-4. ~~License-Required~~ Reserved.

~~It shall be unlawful and an offense for any person to operate any family amusement center in the city without first having secured a license therefor, as provided herein, and paying the license fee as prescribed herein. Said license shall be in addition to any other license required by this Code or state statute.~~

Section 5. That the Midwest City Municipal Code, Chapter 7 Amusements, Article I, Family Amusement Centers, Section 7-5, Same-Application; is hereby revoked and placed into reserve:

Section 7-5. ~~Same-Application~~ Reserved.

~~An application for a license hereunder shall be filed in writing with the city clerk and shall specify the following:~~

~~(a) The name and address of the applicant, and if a firm, corporation, partnership or association, the principal officers thereof and their addresses.~~

~~(b) The address of the premises where such family amusement center will be operated, together with the number of coin-operated amusement devices, pool and billiard tables and any other items of equipment located therein.~~

Section 6. That the Midwest City Municipal Code, Chapter 7 Amusements, Article I, Family Amusement Centers, Section 7-6, Same-Fee; is hereby revoked and placed into reserve:

Section 7-6. ~~Same-Fee~~ Reserved.

~~Before any license is issued to any person for the operation of a family amusement center, the licensee shall pay to the city clerk a license fee in the sum of sixty dollars ($60.00), plus fifteen dollars ($15.00) for each and every pool or billiard table; five dollars ($5.00) for the first card table and one dollar ($1.00) for each additional table; and fifteen dollars ($15.00) per year for each coin-operated amusement device. If additional equipment is added to the operation during the license period the operator shall make application to amend said license and pay any additional fees required. There shall be no rebate or credit for removal or exchange of one piece of equipment for another or use for less than one year.~~

Section 7. That the Midwest City Municipal Code, Chapter 7 Amusements, Article I, Family Amusement Centers, Section 7-7, Same-Expiration; posting; transferability; is hereby revoked and placed into reserve:

Section 7-7. ~~Same-Expiration; posting; transferability~~ Reserved.

~~All licenses issued hereunder shall expire on June thirtieth following their issuance, and such license shall be posted in a conspicuous place on the premises. Such license shall be nonassignable and nontransferable.~~

Section 8. That the Midwest City Municipal Code, Chapter 7 Amusements, Article I, Family Amusement Centers, Section 7-8, Revocation of license; is hereby revoked and placed into reserve:

Section 7-8. ~~Revocation of license~~ Reserved.

~~(a) In addition to the penalty for the violation of this Code, the city manager is hereby granted authority to revoke any license issued hereunder when he shall find any provision of the ordinances of the city or the laws of the state relating to the operation of said business or machines have been violated. For revoking any license, the city manager shall cause written notice to be served upon the licensee that a hearing will be had at the time and place fixed in the notice to determine whether the license held by the licensee shall be revoked. A minimum of five (5) days' notice must be given of such hearing.~~

~~(b) It shall be unlawful and an offense for any person to operate such family amusement center during any period in which the license covering the operation of the business shall be revoked.~~

Section 9. That the Midwest City Municipal Code, Chapter 7 Amusements, Article I, Family Amusement Centers, Section 7-9, Provisions of article exclusive; is hereby revoked and placed into reserve:

Section 7-9. ~~Provisions of article exclusive~~ Reserved.

~~The provisions of this article are exclusive. Any location licensed under the provisions of this article may not also be licensed under the provisions of any other article of this chapter.~~

Section 10. That the Midwest City Municipal Code, Chapter 7 Amusements, Article I, Family Amusement Centers, Section 7-10, Alcoholic and nonintoxicating beverages; is hereby revoked and placed into reserve:

Section 7-10. ~~Alcoholic and nonintoxicating beverages~~ Reserved.

~~(a) Locations licensed as provided in this article that are also licensed under the provisions of Chapter 5 of this Code, and/or Title 37 of the Oklahoma Statutes, that sell or dispense for on-premise consumption nonintoxicating beverages and/or alcoholic beverages, both as defined by Title 37 of the Oklahoma Statutes, shall prohibit any one under the age of twenty-one (21) years from entering said premises unless the area where said family amusement devices are located is physically separated by a wall or other barrier device from the area in which the beverages are dispensed, commonly known as the bar area, in which event persons under twenty-one (21) years of age shall not enter the "bar area."~~

~~(b) It is unlawful for any person owning or operating any family amusement center licensed hereunder to permit any intoxicated person to loaf or loiter about the licensed premises.~~

Section 11. That the Midwest City Municipal Code, Chapter 7 Amusements, Article III, Coin-Operated Devices, Section 7-40, Purpose/definition; is hereby revoked and placed into reserve:

Section 7-40. ~~Purpose/definition~~ Reserved.

~~(a) For the purposes of this article, "coin-operated amusement device" means any mechanical device which, upon the payment or insertion of a coin, token or similar object, causes or permits or is the incentive for, the propelling or motivating of any ball, marble, gadget or object that produces, creates or makes possible the production or creation of a game of skill, amusement, entertainment or test of strength.~~

~~(b) The provisions of this article shall apply if the operation of the location does not fall within the guidelines of Article I or Article II of this chapter.~~

Section 12. That the Midwest City Municipal Code, Chapter 7 Amusements, Article III, Coin-Operated Devices, Section 7-41, Placement of magazine or book racks or holders; is hereby revoked and placed into reserve:

Section 7-41. ~~Placement of magazine or book rack or holders~~ Reserved.

~~No magazine or book display racks, holders or stands shall be placed within fifteen (15) feet of any coin-operated amusement device or devices licensed pursuant to this article.~~

Section 13. That the Midwest City Municipal Code, Chapter 7 Amusements, Article III, Coin-Operated Devices, Section 7-42, License; is hereby revoked and placed into reserve:

Section 7-42. ~~License~~ Reserved.

~~(a) Every person who owns or operates in or on his place of business or any other place within the corporate limits of the city any coin-operated amusement device shall obtain a license therefor and pay as an annual license tax to the city on or before the first day of July of every year, the sum of fifteen dollars ($15.00), and shall keep a receipt therefor prominently posted in the immediate vicinity of the coin-operated amusement device. Such license shall be nontransferable, provided that the license may be transferred among machines within the same location. Said license shall be in addition to any other license required by this Code or state statute except that the provisions of this article are exclusive. Any location licensed under the provisions of this article may not also be licensed under the provisions of any other article of this chapter.~~

~~(b) The operation of any coin-operated amusement device without the payment of the license fee as herein provided or the displaying of a receipt therefor as herein provided shall constitute an offense, and each day's continuance thereof shall be and constitute a separate offense.~~

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

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

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
RICHARD R. RICE, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2026.

_____

DONALD D. MAISCH, City Attorney

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 7 AMUSEMENTS, ARTICLE I, FAMILY AMUSEMENT CENTERS, SECTION 7-1, FAMILY AMUSEMENT CENTERS DEFINED, SECTION 7-2, CLOSING HOURS. SECTION 7-3 TYPES OF MACHINES PROHIBITED, SECTION 7-4, LICENSE-REQUIRED, SECTION 7-5, SAME-APPLICATION, SECTION 7-6, SAME-FEE, SECTION 7-7, SAME-EXPIRATION; POSTING; TRANSFERABILITY, SECTION 7-8, RECOVATION OF LICENSE, SECTION 7-9, PROVISIONS OF ARTICLE EXCLUSIVE, SECTION 7-10, ALCOHOLIC AND NONINTOXICATING BEVERAGES; ARTICLE III, COIN-OPERATED DEVICES, SECTIONS 7-40, PURPOSE/DEFINITION; SECTION 7-41, PLACEMENT OF MAGAZINE OR BOOK RACKS OR HOLDERS; SECTION 7-42, LICENSE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 7 Amusements, Article I, Family Amusement Centers, Section 7-1, Family amusement centers defined; is hereby revoked and placed into reserve:

Section 7-1. Reserved.

Section 2. That the Midwest City Municipal Code, Chapter 7 Amusements, Article I, Family Amusement Centers, Section 7-2, Closing hours; is hereby revoked and placed into reserve:

Section 7-2. Reserved.

Section 3. That the Midwest City Municipal Code, Chapter 7 Amusements, Article I, Family Amusement Centers, Section 7-3, Types of machines prohibited; is hereby revoked and placed into reserve:

Section 7-3. Reserved.

Section 4. That the Midwest City Municipal Code, Chapter 7 Amusements, Article I, Family Amusement Centers, Section 7-4, License-Required; is hereby revoked and placed into reserve:

Section 7-4. Reserved.

Section 5. That the Midwest City Municipal Code, Chapter 7 Amusements, Article I, Family Amusement Centers, Section 7-5, Same-Application; is hereby revoked and placed into reserve:

Section 7-5. Reserved.

Section 6. That the Midwest City Municipal Code, Chapter 7 Amusements, Article I, Family Amusement Centers, Section 7-6, Same-Fee; is hereby revoked and placed into reserve:

Section 7-6. Reserved.

Section 7. That the Midwest City Municipal Code, Chapter 7 Amusements, Article I, Family Amusement Centers, Section 7-7, Same-Expiration; posting; transferability; is hereby revoked and placed into reserve:

Section 7-7. Reserved.

Section 8. That the Midwest City Municipal Code, Chapter 7 Amusements, Article I, Family Amusement Centers, Section 7-8, Revocation of license; is hereby revoked and placed into reserve:

Section 7-8. Reserved.

Section 9. That the Midwest City Municipal Code, Chapter 7 Amusements, Article I, Family Amusement Centers, Section 7-9, Provisions of article exclusive; is hereby revoked and placed into reserve:

Section 7-9. Reserved.

Section 10. That the Midwest City Municipal Code, Chapter 7 Amusements, Article I, Family Amusement Centers, Section 7-10, Alcoholic and nonintoxicating beverages; is hereby revoked and placed into reserve:

Section 7-10. Reserved.

Section 11. That the Midwest City Municipal Code, Chapter 7 Amusements, Article III, Coin-Operated Devices, Section 7-40, Purpose/definition; is hereby revoked and placed into reserve:

Section 7-40. Reserved.

Section 12. That the Midwest City Municipal Code, Chapter 7 Amusements, Article III, Coin-Operated Devices, Section 7-41, Placement of magazine or book racks or holders; is hereby revoked and placed into reserve:

Section 7-41. Reserved.

Section 13. That the Midwest City Municipal Code, Chapter 7 Amusements, Article III, Coin-Operated Devices, Section 7-42, License; is hereby revoked and placed into reserve:

Section 7-42. Reserved.

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

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

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
RICHARD R. RICE, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2026.

_____
DONALD D. MAISCH, City Attorney

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

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch
City Attorney

RE: Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code: Chapter 41, Taxicabs, revoking and placing into reserve the entire chapter; providing for a repealer, and severability. (D. Maisch – City Attorney).

Date: July 13, 2026

The proposed amendments to Chapter 41, would revoke and place into reserve the entire chapter. These provisions were recodified in 1972 and no changes have occurred to these provisions since. Additionally, several changes have occurred to the taxicab industry, including the introduction of Uber and Lyft. Since 2020, the City Clerk's Office has only received one application for a taxicab license and there have been no taxicabs licensed in the City of Midwest City for years.

The OOCC reviewed the proposed changes and recommends approval to the City Council.

Action is at the discretion of the City Council.

Respectfully submitted,

Donald D. Maisch
City Attorney

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 41 TAXICABS; REVOKING AND PLACING INTO RESERVE: ARTICLE I, IN GENERAL, SECTIONS 41-1, DEFINITIONS, 41-2 SERVICES TO BE RENDERED, 41-3 DELAY OF PASSENGERS PROHIBITED, 41-4 MANIFESTS, 41-5, HOLDERS' RECORDS AND REPORTS, 41-6, REFUSAL TO PAY FARE; ARTICLE II, CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY, SECTIONS 41-18 REQUIRED, 41-19 VERIFICATION AND FILING OF APPLICATION, 41-20 CONTENTS OF APPLICATION, 41-21 TIME AND PLACE FOR PUBLIC HEARING TO BE SET UPON FILING APPLICATION, 41-22 NOTICE OF HEARING, 41-23, MEMORANDUM OF SUPPORTING OR OPPOSING ISSUANCE OF CERTIFICATE PERMITTED, 41-23 FINDINGS OF COUNCIL, 41-25 FEE FOR CERTIFICATE ESTABLISHED, 41-26 PAYMENT OF FEES REQUIRED PRIOR TO ISSUANCE OF CERTIFICATE, 41-27 LIABILITY INSURANCE REQUIRED, 41-28 ISSUANCE, 41-29 TRANSFER, 41-30 SUSPENSION AND REVOCATION; ARTICLE III, LICENSES, DIVISION 1, GENERALLY, SECTION 41-42 NOTICE OF REVOCATION OR SUSPENSION TO BE GIVEN; HEARING, DIVISION 2, BUSINESS LICENSE, SECTIONS 41-49 REQUIRED, SECTION 41-50 ISSUANCE, SECTION 41-51 FEE, SECTION 41-52 EXPIRATION, DIVISION 3, DRIVERS' LICENSE, SECTIONS 41-64 REQUIRED, 41-65 APPLICATION, 41-66 INVESTIGATION OF APPLICANTS, 41-67 KNOWLEDGE OF PROVISIONS OF CHAPTER AND CITY GEOGRAPHY REQUIRED, 41-68 DRIVING TEST, 41-69 CLASS A, B, OR C COMMERCIAL LICENSE OR CLASS D LICENSE AS A PREREQUISITE, 41-70 ISSUANCE, 41-71 DENIAL; REAPPLICATION, 41-72 FEE, 41-73 EXPIRATION, 41-74 RENEWALS, 41-75 TRANSFER, 41-76 LICENSE IDENTIFICATION CARD FORM, 41-77 DISPLAY OF CARD, 41-78 CARDS TO BE KEPT IN GOOD CONDITION, 41-79 LOSS OF IDENTIFICATION CARD; DUPLICATE, 41-80 REVOCATION AND SUSPENSION AUTHORIZED; GROUNDS; ARTICLE IV, STANDARDS AND OPERATION, SECTIONS 41-92 SAFETY RULES AND REGULATIONS, 41-93 INSPECTIONS, 41-94 LICENSING OF VEHICLES MEETING STANDARDS, 41-95 DISPLAY OF LICENSE, 41-96 VEHICLES TO BE KEPT CLEAN AND SANITARY, 41-97 COLOR SCHEME; REQUIRED INFORMATION TO BE DISPLAYED ON TAXIS, 41-98 SOLICITING PASSINGERS, 41-99 SOLICITING FOR HOTELS OR OTHER ESTABLISHMENTS, 41-100 REFUSAL TO CARRY PASSENGERS PROHIBITED, 41-101 RECEIPT AND DISCHARGE OF PASSENGERS, 41-102 RECEIPTS, 41-103 RATES TO BE POSTED, 41-104 NUMBER OF PASSENGERS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article I, In General; Section 41-1, Definition; is hereby revoked and placed into reserve:

~~Section 41-1, Definitions~~ Reserved.

~~The following words and phrases, when used in this chapter, shall have the meanings as set out herein:~~

~~*Certificate* shall mean a certificate of public convenience and necessity issued by the city council authorizing the holder thereof to conduct a taxicab business in the city.~~

~~*Cruising* shall mean the driving of a taxicab on the streets, alleys or public places of the city in search of, or soliciting, prospective passengers for hire.~~

~~*Driver's license* shall mean the permission granted by the city clerk to a person to drive a taxicab upon the streets of the city.~~

~~*Holder* shall mean a person to whom a certificate of public convenience and necessity has been issued.~~

~~*Manifest* shall mean a daily record prepared by a taxicab driver of all trips made by the driver, showing time and place of origin, destination, number of passengers and the amount of fare of each trip.~~

~~*Open stand* shall mean a public place alongside the curb of a street or elsewhere in the city which has been by ordinance designated by the city council as reserved exclusively for the use of taxicabs.~~

~~*Rate card* shall mean a card for display in each taxicab which contains the rates of fare then in force.~~

~~*Taxicab* shall mean a four-door motor vehicle regularly engaged in the business of carrying passengers for hire, having a seating capacity of not less than five (5) nor more than eight (8) persons and not operated on a fixed route.~~

Section 2. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article I, In General; Section 41-2, Services to be rendered; is hereby revoked and placed into reserve:

~~Sec. 41-2. – Services to be rendered~~ Reserved.

~~All persons engaged in the taxicab business in the city operating under the provisions of this chapter shall render an overall service to the public desiring to use taxicabs. Holders of certificates of public convenience and necessity shall maintain a central place of business and keep the same open twenty-four (24) hours a day for the purpose of receiving calls and dispatching cabs. They shall answer all calls received by them for service inside the corporate limits as soon as they can do so; and if the services cannot be rendered within a reasonable time, they shall then notify the prospective passengers how long it will be before the call can be answered and give the reason therefor. Any holder who refuses to accept a call anywhere in the corporate limits at any time when such holder has available cabs, or who fails or refuses to give overall service, shall be deemed a violator of this section; and the certificate granted to the holder shall be revoked at the discretion of the city council.~~

Section 3. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article I, In General; Section 41-3, Delay of passengers prohibited; is hereby revoked and placed into reserve:

~~Sec. 41-3. – Delay of passengers prohibited~~ Reserved.

~~When one or more persons employ a taxicab and occupy the same as a passenger or passengers, the driver shall not cause the vehicle to remain parked and delay the transporting of the passenger or passengers to the requested destination for a period in excess of two (2) minutes after the passenger or passengers shall have entered therein.~~

Section 4. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article I, In General; Section 41-4, Manifests; is hereby revoked and placed into reserve:

~~**Sec. 41-4. – Manifests**~~ **Reserved.**

~~(a) Every driver shall maintain a daily manifest upon which is recorded all trips made each day, showing the time and place of origin and destination of such trip and the amount of fare. All such completed manifests shall be returned to the owner by the driver at the conclusion of his tour of duty. The forms for each manifest shall be furnished to the driver by the owner and shall be of a character approved by the traffic and safety commission.~~

~~(b) Every holder of a certificate of public convenience and necessity shall preserve all drivers' manifests in a safe place for at least the calendar year next preceding the current calendar year, and the manifests shall be available to the police department at all times.~~

Section 5. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article I, In General; Section 41-5, Holders' records and reports; is hereby revoked and placed into reserve:

~~**Sec. 41-5, Holders' records and reports**~~ **Reserved.**

~~Every holder of a certificate required by this chapter shall keep accurate records of receipts from operations, expenses, capital expenditures and such other operating information as may be required by the city council. Every holder shall maintain the records containing such information and other data required by this section at a place readily accessible for examination by the police department.~~

Section 6. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article I, In General; Section 41-6, Refusal to pay fare; is hereby revoked and placed into reserve:

~~**Sec. 41-6, Refusal to pay fare**~~ **Reserved.**

~~It shall be unlawful for any person to refuse to pay the legal fare of any taxicab or to engage any such vehicle with the intent to defraud the operator of the vehicle.~~

Section 7. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-18, Required; is hereby revoked and placed into reserve:

~~**Sec. 41-18. - Certificate of Public Convenience and Necessity**~~ **Reserved.**

~~No person shall operate or permit a vehicle owned or controlled by him to be operated as a taxicab upon the streets of the city without first having obtained a certificate of public convenience and necessity from the city clerk.~~

Section 8. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-19, Verification and filing of application; is hereby revoked and placed into reserve:

~~**Sec. 41-19. - Verification and filing of application**~~ **Reserved.**

~~Each application for a certificate as required by this article shall be verified under oath and filed with the city clerk.~~

Section 9. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-20, Contents of application; is hereby revoked and placed into reserve:

~~**Sec. 41-20. – Contents of application**~~ **Reserved.**

~~Each application for a certificate required by the provisions of this article shall contain the following information and shall be updated annually:~~

~~(a) The name and address of the applicant.~~

~~(b) The financial status of the applicant, including the amount of all unpaid judgments against the applicant, and the nature of the transactions or actions giving rise to the judgments.~~

~~(c) The experience of the applicant in the transportation of passengers.~~

~~(d) Any facts which the applicant believes tend to prove that public convenience and necessity require the granting of a certificate.~~

~~(e) The number of taxicabs and the applicant desires to operate.~~

~~(f) Evidence showing the ownership of all vehicles to be operated as taxicabs.~~

~~(g) Make, model, year, body type and physical condition of all vehicles to be operated as taxicabs.~~

~~(h) The color scheme or insignia to be used to designate the vehicle or vehicles of the applicant.~~

~~(i) A schedule showing the passenger fares to be charged and whether it is intended to operate on zone rate or with meters; if on zone rate, the distance and charge for each respective zone, and if by meter the distance of the first charge and rate per mile or fraction thereof.~~

~~(j) Such further information as the city council may require.~~

Section 10. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-21, Time and place for public hearing to be set upon filing application; is hereby revoked and placed into reserve:

~~**Sec. 41-21. – Time and place for public hearing to be set upon filing application**~~ **Reserved.**

~~Upon the filing of an application for a certificate required by this article, the city council shall fix a time and place for a public hearing thereon.~~

Section 11. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-22, Notice of hearings; is hereby revoked and placed into reserve:

~~Sec. 41-22 Notice of hearings~~ Reserved.

~~Not less than ten (10) days' notice of a hearing as provided by this division shall be given to the applicant and to all persons to whom certificates of public convenience and necessity have been previously issued. Due notice shall also be given the general public by posting a notice of such hearing in the municipal building and by publication in at least two (2) issues of a newspaper of general circulation in the city.~~

Section 12. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-23, Memorandum supporting or opposing issuance of certificate permitted; is hereby revoked and placed into reserve:

~~Sec. 41-23. – Memorandum supporting or opposing issuance of certificate permitted~~ Reserved.

~~Any interested person may file with the city council a memorandum in support of or in opposition to the issuance of a certificate required by this article.~~

Section 13. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-24, Findings of council; is hereby revoked and placed into reserve:

~~Sec. 41-24. – Findings of council~~ Reserved.

~~(a) Upon the completion of the hearing required in section 41-21, the city council shall make the following findings:~~

~~(1) Whether further taxicab service in the city is required by public convenience or necessity.~~

~~(2) Whether the applicant is fit, willing and able to perform such public transportation and to conform with the provisions of this article.~~

~~(b) In making the above findings, the city council shall take into consideration the number of taxicabs already in operation; whether existing transportation is adequate to meet the public need; the probable effect of increased service on local traffic conditions; the character, experience and responsibility of the applicant; and the condition of equipment owned by the applicant.~~

Section 14. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-25, Fee for certificate established; is hereby revoked and placed into reserve:

~~**Sec. 41-25. – Fee for certificate established**~~ **Reserved.**

~~There is hereby fixed and levied a fee for the applicant for a certificate of convenience and necessity for the sum of fifty dollars ($50.00).~~

Section 15. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-26, Payment of fees required prior to issuance of certificate; is hereby revoked and placed into reserve:

~~**Sec. 41-26. – Payment of fee required prior to issuance of certificate**~~ **Reserved.**

~~No certificate required by this division shall be issued or continued in operation unless the holder thereof has paid the required annual license fee for the right to engage in a taxicab business and in addition thereto the required fee for a certificate of convenience and necessity.~~

Section 16. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-27, Liability insurance required; is hereby revoked and placed into reserve:

~~**Sec. 41-27. – Liability insurance required**~~ **Reserved.**

~~No certificate shall be issued under this division until the owner or operator has filed with the city clerk proof that a policy of insurance has been issued to the applicant by an insurance company authorized to do business in the state, providing liability insurance coverage for each and every vehicle to be operated by the applicant, with a liability coverage of not less than one hundred thousand dollars ($100,000.00) for the injury or death of any one person, three hundred thousand dollars ($300,000.00) for the injury or death of any number of persons in one accident, and with coverage of at least fifty thousand dollars ($50,000.00) for property damage in any one accident. The insurance coverage shall be effective whether the vehicle was, at the time of the accident, being driven by the owner, his agent, employee, lessee or licensee. The policy also shall provide that it cannot be canceled until ten (10) days' notice of such cancellation shall have been filed with the city clerk. If the policy is canceled and the applicant fails to provide, within ten (10) days, another policy of insurance complying with the provisions hereof, the license issued for the operation of the vehicle or vehicles covered thereby shall automatically become void and of no effect. The policy of insurance herein required shall provide that the solvency or bankruptcy of the insured or principal shall not release the insurance or the makers or insurers thereof of any payment due under the policy or guaranteed by the policy. No renewal of the policy of insurance shall be required by reason of the substitution of one vehicle for another in service; provided such substitution does not invalidate the policy of insurance; and provided further that a statement in writing is filed with the city clerk giving the name, serial number, engine number and body type of the vehicle being placed in service, and also of the vehicle being~~

~~retired. The policy of insurance shall be for a period of not less than one year, and a new policy shall be furnished at the expiration of any existing policy if the operation of the vehicle covered thereby is to be continued. If for any reason the policy of insurance shall terminate, lapse or become void or ineffective, the license on such vehicle insured thereunder shall automatically become void and of no effect unless a new policy is provided or the existing policy is reinstated in full within ten (10) days from the date the policy lapses, terminates or becomes ineffective.~~

Section 17. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-28, Issuance; is hereby revoked and placed into reserve:

~~Sec. 41-28. – Issuance~~ Reserved.

~~Upon the city council's finding that there is a need for further taxi service and that the applicant is fit and able to perform that service, it shall cause a certificate to be issued to the applicant.~~

Section 17. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-29, Transfer; is hereby revoked and placed into reserve:

~~Sec. 41-29. – Transfer~~ Reserved.

~~No certificate of public convenience and necessity shall be sold, assigned, mortgaged or otherwise transferred, without the consent of the city council.~~

Section 18. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-30, Suspension and revocation; is hereby revoked and placed into reserve:

~~Sec. 41-30. – Suspension and revocation~~ Reserved.

~~(a) A certificate issued under the provisions of this article may be revoked or suspended by the city council if the holder thereof has:~~

~~(1) Violated any of the provisions of this article.~~

~~(2) Discontinued operations for more than thirty (30) days.~~

~~(3) Violated any ordinances of the city or laws of the United States or the State of Oklahoma, the violation of which reflects unfavorably on the fitness of the holder to offer public transportation.~~

~~(b) Prior to suspension or revocation, the holder shall be given notice of the proposed action to be taken and shall have an opportunity to be heard before the city council.~~

Section 19. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 1, Generally, Section 41-42, Notice of revocation or suspension to be given; hearing; is hereby revoked and placed into reserve:

~~**Sec. 41-42. – Notice of revocation or suspension to be given; hearing**~~ **Reserved.**

~~Before the city clerk revokes or suspends any driver's license or any taxicab license, he shall cause a written notice to be sent to the holder of the license involved by either having it delivered to the holder in person or by mailing it to the business address of the holder on file in the office of the city clerk. Such notice shall be sent at least three (3) days prior to the time a hearing is to be held and shall advise the holder of the license involved as to the nature of the reason for suspension or revocation, and advise that such holder shall have an opportunity to show why the license should not be suspended or revoked. The city clerk, at the time and place stated in the notice, shall hold a hearing to determine whether the license should be suspended or revoked for any of the reasons provided in this article.~~

Section 20. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 2, Business License, Section 41-49, Required; hearing; is hereby revoked and placed into reserve:

~~**Sec. 41-49. – Required**~~ **Reserved.**

~~No person or any owner, agent, employee or driver shall operate or permit to be operated any motor vehicle as a taxicab unless a proper license has been issued to the owner or operator thereof and the license is in full force and effect.~~

Section 21. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 2, Business License, Section 41-50, Issuance; is hereby revoked and placed into reserve:

~~**Sec. 41-50. – Issuance**~~ **Reserved.**

~~Licenses required by this division will be issued only to the owners of the vehicles sought to be licensed or the persons using the vehicle in carrying on a taxicab business. Licenses will be issued only for vehicles being operated and utilized as taxicabs.~~

Section 22. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 2, Business License, Section 41-51, Fee; is hereby revoked and placed into reserve:

~~**Sec. 41-51. – Fee**~~ **Reserved.**

~~(a) Fees for business licenses as required by this division shall be payable to the city clerk in the following amounts per annum or fraction thereof:~~

~~(1) First car, twenty-five dollars ($25.00);~~

~~(2) Each additional car, when owned and/or operated by the same person, twenty dollars ($20.00).~~

~~(b) Upon payment of a fee, to be the cost of production, the licensee will receive a serially numbered decal and/or metal tag to be displayed on the front of each car.~~

~~(c) The license fees required by this division shall be in addition to any fee required by the laws of the state and this city.~~

Section 23. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 2, Business License, Section 41-52, Expiration; is hereby revoked and placed into reserve:

~~**Sec. 41-52. – Expiration**~~ **Reserved.**

~~A license to engage in the taxicab business shall expire on the thirtieth day of April next following the date of issuance.~~

Section 24. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-64, Required; is hereby revoked and placed into reserve:

~~**Sec. 41-64. – Required**~~ **Reserved.**

~~No person shall operate a taxicab for hire upon the streets of the city and no holder of a certificate shall permit it to be so driven unless the driver of the taxicab shall have first obtained and shall then have in force a taxicab driver's license issued under the provisions of this division.~~

Section 25. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-65, Applicantion; is hereby revoked and placed into reserve:

~~**Sec. 41-65. – Application**~~ **Reserved.**

~~(a) An application for a taxicab driver's license shall be filed with the city clerk. Such application shall be verified under oath and shall contain the following information:~~

~~(1) The name, sex, age, weight, height, color of eyes and hair of the applicant, his residence address and length of residence in the city.~~

~~(2) Whether or not the applicant has heretofore been licensed as a chauffeur or taxicab driver, and, if so, when and by what state and whether such license has been revoked or suspended, and, if so, the date of and reason for such revocation or suspension.~~

~~(3) The name of the person by whom the applicant is employed.~~

~~(4) The number of times and places arrested or convicted for traffic violations.~~

~~(5) The experience the applicant has had in driving motor vehicles.~~

~~(6) Whether or not the applicant has ever been convicted of a felony or misdemeanor, giving particulars of each such conviction.~~

~~(7) Each applicant shall submit himself to be photographed by the police department.~~

~~(8) The applicant must name three (3) reputable persons who have known him for one year or more immediately prior to such application. Such persons given as references must be residents of the county.~~

~~(b) Such application shall be made in triplicate.~~

Section 26. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-66, Investigation of applicants; is hereby revoked and placed into reserve:

~~**Sec. 41-66. – Investigation of applicants**~~ **Reserved.**

~~The chief of police shall cause an investigation to be made of the facts set forth in the application for a driver's license and shall not approve the issuance of a license to any person whose general reputation for integrity and responsibility or whose previous record as a law violator is such as to render the applicant unfit for such occupation.~~

Section 27. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-67, Knowledge of provisions of chapter and city geography required; is hereby revoked and placed into reserve:

~~**Sec. 41-67. – Knowledge of provisions of chapter and city geography required**~~ **Reserved.**

~~The chief of police shall cause each applicant for a driver's license to be examined as to his knowledge of the provisions of this chapter and the traffic regulations and geography of the city. If the applicant fails to show a reasonable knowledge of such matters, he shall be refused a license.~~

Section 28. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-68, Driving test; is hereby revoked and placed into reserve:

~~**Sec. 41-68. – Driving test**~~ **Reserved.**

~~Each applicant for a driver's license must, if required by the police department, demonstrate his skill and ability to safely handle a motor vehicle by driving it through a crowded section of the city, accompanied by a member of the police department.~~

Section 29. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-69, Class A, B, or C commercial license or class D license as a prerequisite; is hereby revoked and placed into reserve:

~~**Sec. 41-69, Class A, B, or C commercial license or class D license as a prerequisite**~~ **Reserved.**

~~Every applicant for a taxicab license must possess a class A, B, or C commercial license or class D license.~~

Section 30. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-70, Issuance; is hereby revoked and placed into reserve:

~~**Sec. 41-70, Issuance**~~ **Reserved.**

~~The city clerk shall, upon certification to him by the chief of police that the applicant has been found to meet the requirements of this chapter to operate a taxicab in this city and upon the payment of the required fees, cause a driver's license and a driver's license identification card to be issued to the applicant.~~

Section 31. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-71, Denial; reapplication; is hereby revoked and placed into reserve:

~~**Sec. 41-71, Denial; reapplication**~~ **Reserved.**

~~In the event any applicant for a driver's license is disapproved because it is found that such applicant fails to meet the requirements of this chapter, the applicant shall not be eligible to apply for a driver's license until the expiration of six (6) months from the date of such disapproval.~~

Section 32. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-72, Fee; is hereby revoked and placed into reserve:

~~**Sec. 41-72, Fee**~~ **Reserved.**

~~Every person required to have a driver's license pursuant to the terms of this division shall pay an annual license fee of three dollars ($3.00). In the event the applicant for a driver's license is refused a license, the fees required by this division shall be retained by the city. No refund of any fees shall be made for any reason, and no license fee shall be prorated.~~

Section 33. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-73, Expiration; is hereby revoked and placed into reserve:

~~**Sec. 41-73, Expiration**~~ **Reserved.**

~~Each driver's license issued pursuant to this division shall expire the thirtieth day of April next succeeding its issuance.~~

Section 34. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-74, Renewals; is hereby revoked and placed into reserve:

~~**Sec. 41-74, Renewals**~~ **Reserved.**

~~No additional application shall be required for a renewal license if such renewal license is applied for by the first day of May; however, approval must be secured from the chief of police, and a new set of photographs shall be furnished to the city clerk.~~

Section 35. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-75, Transfer; is hereby revoked and placed into reserve:

~~**Sec. 41-75, Transfer**~~ **Reserved.**

~~Drivers' licenses issued pursuant to the terms of this division shall not be transferable.~~

Section 36. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-76, License identification card form; is hereby revoked and placed into reserve:

~~**Sec. 41-76, License identification card form**~~ **Reserved.**

~~The license identification card shall be of a form prescribed by the city clerk and shall contain the following:~~

~~(a) A picture of the driver affixed in such a manner that another picture cannot be substituted therefor without detection;~~

~~(b) The driver's name, license number and card number;~~

~~(c) The expiration date of the license; and~~

~~(d) A space on the reverse side for entering violations and fines.~~

~~The color of the card shall be changed each license year.~~

Section 37. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-77, Display of card; is hereby revoked and placed into reserve:

~~**Sec. 41-77, Display of card**~~ **Reserved.**

~~(a) It shall be the duty of the driver operating the taxicab to see that his identification card is displayed in such a manner as to be visible from the rear seat. No driver shall operate any taxicab with other than his own identification card displayed.~~

~~(b) The cards shall be enclosed in a frame and be placed on the right visor so that the particular driver's card shall be clearly visible to and can be read by a passenger in the rear seat.~~

Section 38. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-78, Cards to be kept in good condition; is hereby revoked and placed into reserve:

~~**Sec. 41-78, Cards to be kept in good condition**~~ **Reserved.**

~~The driver of a taxicab shall be responsible for keeping the license identification card in good condition, and it shall be unlawful to have a torn or illegible card.~~

Section 39. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-79, Loss of identification card; duplicate; is hereby revoked and placed into reserve:

~~Sec.~~ **~~41-79 Loss of identification card; duplicate~~** **Reserved.**

~~In case of the loss of a license identification card, the owner may file with the city clerk a sworn statement of the facts concerning such loss; and if the city clerk is satisfied that the facts justify the issuance of a replacement card, he shall, after payment to the city of the required fee, issue a replacement card. The driver shall also return the original driver's license. The replacement card shall be plainly marked "Duplicate;" and the number of the original card shall be furnished the police department, which shall be on the alert for the original card.~~

Section 40. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-80, Revocation and suspension authorized; grounds; is hereby revoked and placed into reserve:

~~Sec.~~ **~~41-80, Revocation and suspension authorized; grounds~~** **Reserved.**

~~(a) A driver's license issued under this division may be revoked by the city clerk, upon the recommendation of the chief of police, for any of the following reasons:~~

~~(1) Conviction or violation of any federal law, state law or municipal ordinance involving moral turpitude.~~

~~(2) Operating a taxicab while under the influence of intoxicating liquor.~~

~~(3) Leaving the scene of an accident.~~

~~(4) Failure to make full report of an accident to the police department within twenty-four (24) hours of the time of occurrence.~~

~~(5) Permitting any other person to use his license.~~

~~(6) Obliterating or erasing any official entry on his license identification card.~~

~~(7) Conviction of a third major traffic violation during any license year. A major traffic violation is hereby defined to be:~~

~~a. Speeding;~~

~~b. Reckless driving;~~

~~c. Nonobservance of lights or signs;~~

~~d. Improper brakes;~~

~~e. Making a left turn or U-turn where not permitted;~~

~~f. Driving on the wrong side of a street.~~

~~(8) Misrepresentation of any material facts by a driver in his application for license.~~

~~(b) A driver's license may be suspended by the city clerk, upon the recommendation of the chief of police, for a period of not to exceed ninety (90) days for any of the following reasons:~~

~~(1) First and second offenses of any major traffic violation.~~

~~(2) Repeated infractions of minor traffic laws.~~

~~(c) No person whose license has been revoked shall be eligible to receive a new license until one year from the date of such revocation.~~

~~(d) The provisions of this section are supplementary to penalties otherwise provided.~~

Section 41. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-92, Safety rules and regulations; duplicate; is hereby revoked and placed into reserve:

~~**Sec. 41-92, Safety rules and regulations**~~ **Reserved.**

~~The police department may establish such rules and regulations and require such safety equipment on taxicabs as are necessary to ensure the safe transportation of passengers. These rules and regulations shall be in addition to standards established by the state.~~

Section 42. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-93, Inspections; is hereby revoked and placed into reserve:

~~**Sec. 41-93, Inspections**~~ **Reserved.**

~~Each vehicle to be used as a taxicab in this city shall be inspected prior to its operation by the police department to determine if it complies with the rules and regulations established by the police department. Periodically, at such intervals as the police department shall specify, each taxicab shall be reinspected to ensure the continued compliance with the rules and regulations as established.~~

Section 43. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-94, Licensing of vehicles meeting standards; is hereby revoked and placed into reserve:

~~**Sec. 41-94, Licensing of vehicles meeting standards**~~ **Reserved.**

~~If it is found at the periodic reinspection that a vehicle operating under this division does not meet the requirements established by the police department, the chief of police shall recommend to the city clerk that the vehicle license be suspended until such time as the vehicle has been made to comply with the standards of the police department.~~

Section 44. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-95, Display of license; is hereby revoked and placed into reserve:

~~**Sec. 41-95, Display of license**~~ **Reserved.**

~~The license issued to show that a taxicab has been inspected and has passed such inspection shall be displayed in a prominent place on the taxicab.~~

Section 45. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-96, Vehicles to be kept clean and sanitary; is hereby revoked and placed into reserve:

~~Sec.~~ **~~41-96, Vehicles to be kept clean and sanitary~~ Reserved.**

~~Every vehicle operating under this chapter shall be kept in a clean and sanitary condition according to the rules and regulations promulgated by the chief of police.~~

Section 46. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-97, Color scheme; required information to be displayed on taxis; is hereby revoked and placed into reserve:

~~Sec. 41-97, Color scheme; required information to be displayed on taxis~~ Reserved.

~~(a) Every taxicab operated under the terms of this division may be painted in a color scheme as is desired by the holder of the certificate of public convenience and necessity.~~

~~(b) All taxicabs, whether painted in a particular color scheme or not, shall have the following information painted on them:~~

~~(1) The name of the owner or trade name and the word "taxicab," if not appearing in the trade name, and the serial body number corresponding to the metal license identification plate shall be on each side of the taxicab and shall cover a space no less than ten (10) inches by twelve (12) inches.~~

~~(2) The serial body number shall also appear on the rear exterior of the taxicab.~~

~~(c) All mandatory lettering and wording, whether in a particular trade name, design, color scheme, method of painting or lettering, or otherwise, shall be at least two (2) inches in height, and shall be of such color as will contrast distinctly with the color of the body of the taxicab. The serial body numbers on the sides and rear shall be no less than three (3) inches in height.~~

~~(d) Whenever the word "paint" or "painted" is used in this section, it means the application of coloring matter in oil solution and not in water solution.~~

~~(e) It shall be unlawful to cause or permit any taxicab to appear with a trade name, design, color scheme or method of painting, lettering or numbering for the vehicle concerned that is not in accordance with the terms of this section; and it shall be unlawful for any motor vehicle to be operated upon the streets of the city with any lettering or wording painted or attached thereto, indicating that such motor vehicle is held out to the public for use as a taxicab unless the motor vehicle is licensed as provided in this chapter and covered by a certificate of public convenience and necessity as provided in this chapter.~~

~~(f) After the city clerk is notified, a taxicab may be repainted with a new or different design if the provisions of this section and other provisions of the ordinances of the city are complied with.~~

~~(g) No vehicle covered by the terms of this chapter shall be licensed whose color scheme, identifying design, monogram or insignia to be used thereon shall, in the opinion of the city council, conflict with or imitate any color scheme, identifying design, monogram or insignia used on a vehicle or vehicles already operating under this chapter, in such a manner as to be misleading or tend to deceive or defraud the public. If, after a license has been issued for a taxicab hereunder, the color scheme, identifying design, monogram or insignia thereof is changed so as to be, in the opinion of the city council, in conflict with or to imitate any person, owner or operator in such a manner as to be misleading, or to tend to deceive the public, the license of or certificate covering such taxicab shall be suspended or revoked.~~

Section 47. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-98, Soliciting passengers; is hereby revoked and placed into reserve:

~~**Sec. 41-98, Soliciting passengers**~~ **Reserved.**

~~It shall be unlawful for any driver of a taxicab to solicit passengers except when sitting in the driver's compartment of the taxicab when it is parked immediately adjacent to the curb. In no event shall any driver solicit passengers in a loud or annoying voice or in any other way so as to annoy or obstruct any person, nor shall he solicit passengers at any intermediate stopping point along any established route of other common carriers.~~

Section 48. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-99, Soliciting for hotels or other establishments; is hereby revoked and placed into reserve:

~~**Sec. 41-99, Soliciting for hotels or other establishments**~~ **Reserved.**

~~It shall be unlawful for any driver of a taxicab to solicit business for any hotel or motel or to attempt to divert patronage from any hotel or motel to another. Neither shall such driver engage in selling intoxicating liquors, or solicit business for any house of ill repute, or use his vehicle for any purpose other than the transporting of passengers.~~

Section 49. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-100, Refusal to carry passengers prohibited; is hereby revoked and placed into reserve:

~~**Sec. 41-100, Refusal to carry passengers prohibited**~~ **Reserved.**

~~No driver shall refuse or neglect to convey any orderly person upon request unless previously engaged or unable or forbidden by the provisions of this chapter to do so. Individual service shall be accorded to all passengers requesting it at the rate of fare designated by the rate card or schedule of rates posted in the taxicab.~~

Section 50. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-101, Receipt and discharge of passengers; is hereby revoked and placed into reserve:

~~**Sec. 41-101, Receipt and discharge of passengers**~~ **Reserved.**

~~Drivers of taxicabs shall not receive or discharge passengers in the roadway but shall pull up to the right-hand sidewalk as nearly as possible, or, in the absence of a sidewalk, to the extreme right-hand side of the road, and there receive or discharge passengers. Passengers may be discharged on either side of a one-way street.~~

Section 51. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-102, Receipts; is hereby revoked and placed into reserve:

~~**Sec. 41-102, Receipts**~~ **Reserved.**

~~The driver of any taxicab shall, upon demand by the passenger, give to such passenger a receipt for the amount charged, either by a mechanically printed receipt or a specially prepared receipt, on which shall be the name of the owner, license number or motor number, amount of meter reading or charges and date of transaction.~~

Section 52. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-103, Rates to be posted; is hereby revoked and placed into reserve:

~~**Sec. 41-103, Rates to be posted**~~ **Reserved.**

~~(a) It shall be unlawful for any person to operate any taxicab for hire within the city without posting, within the taxicab, a schedule or map showing the rates to be charged for such service. The rates to be charged shall be printed on a card, the letters and figures to be not less than one-half inch blackface type and placed where they are clearly visible and can be read by a passenger sitting anywhere in the taxicab. Such schedule or map showing rates shall be filed in the office of the city clerk prior to the effective date of such rates or charges.~~

~~(b) It shall be unlawful for any person to charge, receive or collect any fares for transporting passengers within the city greater than the rate posted in the taxicab.~~

Section 53. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-104, Number of passengers; is hereby revoked and placed into reserve:

~~**Sec. 41-104, Number of passengers**~~ **Reserved.**

~~No driver shall permit more persons to be carried in a taxicab than the rated seating capacity of his taxicab in the license for the vehicle issued by the police department. A child in arms shall not be counted as a passenger.~~

Section 54. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 55. SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
RICHARD R. RICE, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2026.

_____
DONALD D. MAISCH, City Attorney

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 41 TAXICABS; REVOKING AND PLACING INTO RESERVE: ARTICLE I, IN GENERAL, SECTIONS 41-1, DEFINITIONS, 41-2 SERVICES TO BE RENDERED, 41-3 DELAY OF PASSENGERS PROHIBITED, 41-4 MANIFESTS, 41-5, HOLDERS' RECORDS AND REPORTS, 41-6, REFUSAL TO PAY FARE; ARTICLE II, CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY, SECTIONS 41-18 REQUIRED, 41-19 VERIFICATION AND FILING OF APPLICATION, 41-20 CONTENTS OF APPLICATION, 41-21 TIME AND PLACE FOR PUBLIC HEARING TO BE SET UPON FILING APPLICATION, 41-22 NOTICE OF HEARING, 41-23, MEMORANDUM OF SUPPORTING OR OPPOSING ISSUANCE OF CERTIFICATE PERMITTED, 41-23 FINDINGS OF COUNCIL, 41-25 FEE FOR CERTIFICATE ESTABLISHED, 41-26 PAYMENT OF FEES REQUIRED PRIOR TO ISSUANCE OF CERTIFICATE, 41-27 LIABILITY INSURANCE REQUIRED, 41-28 ISSUANCE, 41-29 TRANSFER, 41-30 SUSPENSION AND REVOCATION; ARTICLE III, LICENSES, DIVISION 1, GENERALLY, SECTION 41-42 NOTICE OF REVOCATION OR SUSPENSION TO BE GIVEN; HEARING, DIVISION 2, BUSINESS LICENSE, SECTIONS 41-49 REQUIRED, SECTION 41-50 ISSUANCE, SECTION 41-51 FEE, SECTION 41-52 EXPIRATION, DIVISION 3, DRIVERS' LICENSE, SECTIONS 41-64 REQUIRED, 41-65 APPLICATION, 41-66 INVESTIGATION OF APPLICANTS, 41-67 KNOWLEDGE OF PROVISIONS OF CHAPTER AND CITY GEOGRAPHY REQUIRED, 41-68 DRIVING TEST, 41-69 CLASS A, B, OR C COMMERCIAL LICENSE OR CLASS D LICENSE AS A PREREQUISITE, 41-70 ISSUANCE, 41-71 DENIAL; REAPPLICATION, 41-72 FEE, 41-73 EXPIRATION, 41-74 RENEWALS, 41-75 TRANSFER, 41-76 LICENSE IDENTIFICATION CARD FORM, 41-77 DISPLAY OF CARD, 41-78 CARDS TO BE KEPT IN GOOD CONDITION, 41-79 LOSS OF IDENTIFICATION CARD; DUPLICATE, 41-80 REVOCATION AND SUSPENSION AUTHORIZED; GROUNDS; ARTICLE IV, STANDARDS AND OPERATION, SECTIONS 41-92 SAFETY RULES AND REGULATIONS, 41-93 INSPECTIONS, 41-94 LICENSING OF VEHICLES MEETING STANDARDS, 41-95 DISPLAY OF LICENSE, 41-96 VEHICLES TO BE KEPT CLEAN AND SANITARY, 41-97 COLOR SCHEME; REQUIRED INFORMATION TO BE DISPLAYED ON TAXIS, 41-98 SOLICITING PASSINGERS, 41-99 SOLICITING FOR HOTELS OR OTHER ESTABLISHMENTS, 41-100 REFUSAL TO CARRY PASSENGERS PROHIBITED, 41-101 RECEIPT AND DISCHARGE OF PASSENGERS, 41-102 RECEIPTS, 41-103 RATES TO BE POSTED, 41-104 NUMBER OF PASSENGERS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article I, In General; Section 41-1, Definition; is hereby revoked and placed into reserve:

Section 41-1. Reserved.

Section 2. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article I, In General; Section 41-2, Services to be rendered; is hereby revoked and placed into reserve:

Sec. 41-2. Reserved.

Section 3. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article I, In General; Section 41-3, Delay of passengers prohibited; is hereby revoked and placed into reserve:

Sec. 41-3. Reserved.

Section 4. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article I, In General; Section 41-4, Manifests; is hereby revoked and placed into reserve:

Sec. 41-4. Reserved.

Section 5. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article I, In General; Section 41-5, Holders' records and reports; is hereby revoked and placed into reserve:

Sec. 41-5. Reserved.

Section 6. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article I, In General; Section 41-6, Refusal to pay fare; is hereby revoked and placed into reserve:

Sec. 41-6. Reserved.

Section 7. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-18, Required; is hereby revoked and placed into reserve:

Sec. 41-18. Reserved.

Section 8. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-19, Verification and filing of application; is hereby revoked and placed into reserve:

Sec. 41-19. Reserved.

Section 9. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-20, Contents of application; is hereby revoked and placed into reserve:

Sec. 41-20. Reserved.

Section 10. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-21, Time and place for public hearing to be set upon filing application; is hereby revoked and placed into reserve:

Sec. 41-21. Reserved.

Section 11. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-22, Notice of hearings; is hereby revoked and placed into reserve:

Sec. 41-22. Reserved.

Section 12. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-23, Memorandum supporting or opposing issuance of certificate permitted; is hereby revoked and placed into reserve:

Sec. 41-23. Reserved.

Section 13. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-24, Findings of council; is hereby revoked and placed into reserve:

Sec. 41-24. Reserved.

Section 14. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-25, Fee for certificate established; is hereby revoked and placed into reserve:

Sec. 41-25. Reserved.

Section 15. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-26, Payment of fees required prior to issuance of certificate; is hereby revoked and placed into reserve:

Sec. 41-26. Reserved.

Section 16. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-27, Liability insurance required; is hereby revoked and placed into reserve:

Sec. 41-27. Reserved.

Section 17. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-28, Issuance; is hereby revoked and placed into reserve:

Sec. 41-28. Reserved.

Section 17. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-29, Transfer; is hereby revoked and placed into reserve:

Sec. 41-29. Reserved.

Section 18. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article II, Certificate of Public Convenience and Necessity; Section 41-30, Suspension and revocation; is hereby revoked and placed into reserve:

Sec. 41-30. Reserved.

Section 19. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 1, Generally, Section 41-42, Notice of revocation or suspension to be given; hearing; is hereby revoked and placed into reserve:

Sec. 41-42. Reserved.

Section 20. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 2, Business License, Section 41-49, Required; hearing; is hereby revoked and placed into reserve:

Sec. 41-49. Reserved.

Section 21. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 2, Business License, Section 41-50, Issuance; is hereby revoked and placed into reserve:

Sec. 41-50. Reserved.

Section 22. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 2, Business License, Section 41-51, Fee; is hereby revoked and placed into reserve:

Sec. 41-51. Reserved.

Section 23. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 2, Business License, Section 41-52, Expiration; is hereby revoked and placed into reserve:

Sec. 41-52. Reserved.

Section 24. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-64, Required; is hereby revoked and placed into reserve:

Sec. 41-64. Reserved.

Section 25. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-65, Applicantion; is hereby revoked and placed into reserve:

Sec. 41-65. Reserved.

Section 26. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-66, Investigation of applicants; is hereby revoked and placed into reserve:

Sec. 41-66. Reserved.

Section 27. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-67, Knowledge of provisions of chapter and city geography required; is hereby revoked and placed into reserve:

Sec. 41-67. Reserved.

Section 28. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-68, Driving test; is hereby revoked and placed into reserve:

Sec. 41-68. Reserved.

Section 29. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-69, Class A, B, or C commercial license or class D license as a prerequisite; is hereby revoked and placed into reserve:

Sec. 41-69. Reserved.

Section 30. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-70, Issuance; is hereby revoked and placed into reserve:

Sec. 41-70. Reserved.

Section 31. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-71, Denial; reapplication; is hereby revoked and placed into reserve:

Sec. 41-71. Reserved.

Section 32. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-72, Fee; is hereby revoked and placed into reserve:

Sec. 41-72. Reserved.

Section 33. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-73, Expiration; is hereby revoked and placed into reserve:

Sec. 41-73. Reserved.

Section 34. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-74, Renewals; is hereby revoked and placed into reserve:

Sec. 41-74. Reserved.

Section 35. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-75, Transfer; is hereby revoked and placed into reserve:

Sec. 41-75. Reserved.

Section 36. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-76, License identification card form; is hereby revoked and placed into reserve:

Sec. 41-76. Reserved.

Section 37. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-77, Display of card; is hereby revoked and placed into reserve:

Sec. 41-77. Reserved.

Section 38. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-78, Cards to be kept in good condition; is hereby revoked and placed into reserve:

Sec. 41-78. Reserved.

Section 39. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-79, Loss of identification card; duplicate; is hereby revoked and placed into reserve:

Sec. 41-79. Reserved.

Section 40. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article III, Licenses; Division 3, Drivers' License, Section 41-80, Revocation and suspension authorized; grounds; is hereby revoked and placed into reserve:

Sec. 41-80. Reserved.

Section 41. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-92, Safety rules and regulations; duplicate; is hereby revoked and placed into reserve:

Sec. 41-92. Reserved.

Section 42. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-93, Inspections; is hereby revoked and placed into reserve:

Sec. 41-93. Reserved.

Section 43. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-94, Licensing of vehicles meeting standards; is hereby revoked and placed into reserve:

Sec. 41-94. Reserved.

Section 44. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-95, Display of license; is hereby revoked and placed into reserve:

Sec. 41-95. Reserved.

Section 45. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-96, Vehicles to be kept clean and sanitary; is hereby revoked and placed into reserve:

Sec. 41-96. Reserved.

Section 46. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-97, Color scheme; required information to be displayed on taxis; is hereby revoked and placed into reserve:

Sec. 41-97. Reserved.

Section 47. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-98, Soliciting passengers; is hereby revoked and placed into reserve:

Sec. 41-98. Reserved.

Section 48. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-99, Soliciting for hotels or other establishments; is hereby revoked and placed into reserve:

Sec. 41-99. Reserved.

Section 49. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-100, Refusal to carry passengers prohibited; is hereby revoked and placed into reserve:

Sec. 41-100. Reserved.

Section 50. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-101, Receipt and discharge of passengers; is hereby revoked and placed into reserve:

Sec. 41-101. Reserved.

Section 51. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-102, Receipts; is hereby revoked and placed into reserve:

Sec. 41-102. Reserved.

Section 52. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-103, Rates to be posted; is hereby revoked and placed into reserve:

Sec. 41-103. Reserved.

Section 53. That the Midwest City Municipal Code, Chapter 41, Taxicabs; Article IV, Standards and Operation, Section 41-104, Number of passengers; is hereby revoked and placed into reserve:

Sec. 41-104. Reserved.

Section 54. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 55. SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
RICHARD R. RICE, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2026.

_____
DONALD D. MAISCH, City Attorney

Communications & Marketing
100 N. Midwest Boulevard
Midwest City, OK 73110
jryan@midwestcityok.org
Office: 405.739.1206
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Josh Ryan, Communications & Recreation Director

DATE: July 28, 2026

SUBJECT: Discussion, consideration and possible action of recommending to the City Council for approval, an ordinance amending Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors, Article V Special Events, Section 32-85 Signs; and providing for repealer and severability.

This ordinance change request allots a certain number of temporary signs to approved special events that have gone through the special event permit process. For special event organizers, it provides additional wayfinding or promotional signage for their events, without forcing them to apply for a temporary signage permit.

Included with this ordinance change, an approved special event permit would allow special event organizers 4 banners (3' x 5') identifying their event or placed at the entrances to their event area, as well as 8 signs, no larger than 18" x 36", that could provide directional wayfinding or promotional messages within their event area.

This would be allowed for events approved for private property or on public property.

The OOCC recommends this for approval to the City Council. Action is at the discretion of the Council.

Josh Ryan
Communications & Recreation Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 32 PEDDLERS AND SOLICITORS, ARTICLE V SPECIAL EVENTS, SECTION 32-85 SIGNS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, 32 Peddlers and Solicitors, Article V Special Events, Section 32-85 Signs, is hereby amended to read as follows:

Sec. 32-85. - Signs.

A special event permit will include the following signs: up to 4 banners that are no larger than 3' x 5', and up to 8 signs that are no larger than 18" x 36". Any signs, as well as the locations of all signs, associated with the special events must be approved by the city ~~and a~~. A sign permit must be obtained ~~when required.~~ for any sign exceeding this limit in size or quantity.

Signs are permitted to be installed at the special events site during the setup, during permitted event times, and during teardown of the permitted event. Signs must be removed immediately after the conclusion of the permitted event,during the teardown of the event.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
RICHARD R. RICE Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2026.

_____
DONALD D. MAISCH, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 32 PEDDLERS AND SOLICITORS, ARTICLE V SPECIAL EVENTS, SECTION 32-85 SIGNS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, 32 Peddlers and Solicitors, Article V Special Events, Section 32-85 Signs, is hereby amended to read as follows:

Sec. 32-85. - Signs.

A special event permit will include the following signs: up to 4 banners that are no larger than 3' x 5', and up to 8 signs that are no larger than 18" x 36". Any signs, as well as the locations of all signs, associated with the special events must be approved by the city. A sign permit must be obtained for any sign exceeding this limit in size or quantity.

Signs are permitted to be installed at the special events site during the setup, during permitted event times, and during teardown of the permitted event. Signs must be removed immediately after the conclusion of the permitted event, during the teardown of the event.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
RICHARD R. RICE Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2026.

_____
DONALD D. MAISCH, City Attorney

Director, Neighborhood Services, Mike Stroh
8726 SE 15th Street
Midwest City, OK 73110
MStroh@midwestcityok.org
Office: 405.739.1000
www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Mike Stroh, Director, Neighborhood Services

Date: July 28, 2026

RE: Discussion, consideration, and possible action of an ordinance amending the Midwest City Municipal Code, Chapter 27 Nuisances; Article II, Weeds and Trash; Section 27-28, Accumulation of rubbish declared a nuisance; penalty; providing for a repealer, and severability. (M. Stroh – Director, Neighborhood Services).

The proposed amendment to Chapter 27 Nuisances; Article II, Weeds and Trash; Section 27-28, Accumulation of rubbish declared a nuisance; penalty, removes all the requirements to extend the time to remove trash or rubbish and the result would be to leave that decision in the hands of the City Manager.

This amendment was reviewed by the OOCC and was recommended for approval to the City Council.

Action is at the discretion of the City Council.

Respectfully submitted,

Mike Stroh,
Director, Code Enforcement

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 27 NUISANCES; ARTICLE II, WEEDS AND TRASH; SECTION 27-28, ACCUMULATION OF RUBBISH DECLARED A NUISANCE; PENALTY; PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 27 Nuisances; Article II, Weeds and Trash; Section 27-28, Accumulation of rubbish declared a nuisance; penalty; is hereby amended to read as follows:

Sec. 27-28. – Accumulation of rubbish declared a nuisance; penalty.

(a) Allowing rubbish to accumulate or remain on private property shall be deemed a nuisance. It shall thus be unlawful to allow rubbish to remain upon the premises of any private property.~~, except for the following circumstances:~~

~~(1) Tree limbs or other approved combustible materials piled, stacked and ready for burning and located in a designated area approved for burning by the fire department, after having obtained a city burn permit and awaiting approval from the city to burn said approved materials for a time period not to exceed three (3) months, regardless of the duration of the burn permit, unless an extension has been granted in writing and prior to the expiration of three (3) months from the date the bum pile has been inspected and the permit issued;~~

~~(2) Rubbish which has been scheduled for pickup by the city or a third party contractor operating within the city;~~

~~(3) Tree limbs or other vegetative debris which has been gathered and stacked by the curbline of the property after a naturally occurring disaster or due to inclement weather conditions which affect a significant area of the city and for which the city has established a scheduled pickup for such debris.~~

(b) ~~Debris from storm damage must be cleared from improved and maintained wooded areas where cultivated vegetation or lawn grasses are located within sixty (60) days from the date of the storm causing the damage, unless an extension of the time is granted by the city for good cause demonstrated by the owner or responsible party of the property.~~

~~(c)~~ Private property in excess of one (1) acre, including unimproved wooded areas, shall be maintained to include a twenty-foot perimeter free of fallen limbs and downed trees along property lines adjacent to neighboring improved property.

~~(d)~~(c) A ten-day notice shall be given to the owner or responsible party of any property deemed in violation of this section, pursuant to the provisions of subsection 27-8(c) of this Code, after

which the city may abate the rubbish discovered that caused the nuisance and any additional rubbish found while abating the property by removing such rubbish with the cost of such removal, including the cost for the removal of any additional rubbish found, shall be assessed to the owner or responsible party of the property. The notice shall state that any accumulations of rubbish on the owner's property occurring within six (6) months after the removal of rubbish on the property pursuant to such notice may be summarily abated by the municipal governing body, unless the property owner has been issued a burn permit from the fire department; that the costs of such abatement shall be assessed against the owner; and that a lien may be imposed on the property to secure such payment, all without further prior notice to the property owner. Any chains, locks or other similar devices used to secure any portion of the property where such violation exists shall be removed by the owner and/or responsible party or, such devices will be removed by the city or their representative without liability to the city or it's representative by the owner and/or responsible party. After abatement, the city clerk shall send a statement of the cost of such abatement, including the city's administrative expenses, to the owner of the property. Until paid, such cost shall constitute a debt to the city collectible in any manner as provided under local or state laws, including the filing of a lien, or other available debt collection remedies.

~~(e)~~(d) In addition to abatement by removal as indicated in subsection (d) of this section, the owner or responsible party, upon conviction of creating, maintaining, permitting or allowing a nuisance upon the premises, may be fined as set out in section 1-15.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
RICHARD R. RICE, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2026.

1
2
3 _____
4 DONALD D. MAISCH, City Attorney

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 27 NUISANCES; ARTICLE II, WEEDS AND TRASH; SECTION 27-28, ACCUMULATION OF RUBBISH DECLARED A NUISANCE; PENALTY; PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 27 Nuisances; Article II, Weeds and Trash; Section 27-28, Accumulation of rubbish declared a nuisance; penalty; is hereby amended to read as follows:

Sec. 27-28. – Accumulation of rubbish declared a nuisance; penalty.

(a) Allowing rubbish to accumulate or remain on private property shall be deemed a nuisance. It shall thus be unlawful to allow rubbish to remain upon the premises of any private property.

(b) Private property in excess of one (1) acre, including unimproved wooded areas, shall be maintained to include a twenty-foot perimeter free of fallen limbs and downed trees along property lines adjacent to neighboring improved property.

(c) A ten-day notice shall be given to the owner or responsible party of any property deemed in violation of this section, pursuant to the provisions of subsection 27-8(c) of this Code, after which the city may abate the rubbish discovered that caused the nuisance and any additional rubbish found while abating the property by removing such rubbish with the cost of such removal, including the cost for the removal of any additional rubbish found, shall be assessed to the owner or responsible party of the property. The notice shall state that any accumulations of rubbish on the owner's property occurring within six (6) months after the removal of rubbish on the property pursuant to such notice may be summarily abated by the municipal governing body, unless the property owner has been issued a burn permit from the fire department; that the costs of such abatement shall be assessed against the owner; and that a lien may be imposed on the property to secure such payment, all without further prior notice to the property owner. Any chains, locks or other similar devices used to secure any portion of the property where such violation exists shall be removed by the owner and/or responsible party or, such devices will be removed by the city or their representative without liability to the city or it's representative by the owner and/or responsible party. After abatement, the city clerk shall send a statement of the cost of such abatement, including the city's administrative expenses, to the owner of the property. Until paid, such cost shall constitute a debt to the city collectible in any manner as provided under local or state laws, including the filing of a lien, or other available debt collection remedies.

(d) In addition to abatement by removal as indicated in subsection (d) of this section, the owner or responsible party, upon conviction of creating, maintaining, permitting or allowing a nuisance upon the premises, may be fined as set out in section 1-15.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
RICHARD R. RICE, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2026.

_____
DONALD D. MAISCH, City Attorney

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

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch
City Attorney

RE: Discussion, consideration and possible action of recommending to the City Council for approval an ordinance amending the Midwest City Municipal Code: Chapter 32 Peddlers and Solicitors; Article I, In General; Section 32-1 Definitions; Penalty; Article II, Permits; Sections 32-21 Required; 32-25 Fees; Health Certificates; Article VI, Auctions/Estate Sales; Sections 32-97, Auctions/Estate Sales Defined; 32-98, Intervals Between Auctions/Estate Sales; 32-99; Signs; 32-100, Locations; 32-101, Violations; 32-102, Accessory Activities Prohibited; 32-104, Permit Required; 32-105, Permit Fee; 32-106 Application for Permit; 32-107, Issuance of Permit; Sections 32-115 through 32-123, reserved; providing for a repealer, and severability. (D. Maisch – City Attorney).

Date: July 28, 2026

The proposed amendments to Chapter 32, would do two things:

1. Define what is a portable structure and place permitting requirements upon those entities that use portable structures for a temporary business. The City has seen an increase of pop-up businesses, especially after severe weather events, that use a portable structure. Currently, there are no requirements for such use. These changes would place the same permitting requirements as other people who canvass, solicit or peddle goods or services to the citizens of Midwest City.

2. Separate Auctions from Estate Sales and create a new Article under Chapter 32 specifically applicable to Estate Sales. Since these provisions were adopted in 1988, several changes have occurred to both the Auction and Estate Sale industries. The combining and requirements for each type of activity are no longer the same. This request was made by a member of the Estate Sale industry that is headquartered in Midwest City for changes to the City Ordinances. A meeting was held with the industry representative and staff from Midwest City. Based on the meeting, a set of ordinance changes were proposed. The representative reviewed the changes and approved the changes.

The requested changes are before the OOCC for review and recommendation to the City Council.

Respectfully submitted,

Donald D. Maisch, City Attorney

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 32 PEDDLERS AND SOLICITORS; ARTICLE I, IN GENERAL; SECTION 32-1, DEFINITIONS; PENALTY; ARTICLE II, PERMIT; SECTIONS 32-21, REQUIRED; 32-25 FEES; HEALTH CERTIFICATES; ARTICLE VI, AUCTIONS/ESTATE SALES; SECTIONS 32-97, AUCTIONS/ESTATE SALES DEFINED; 32-98, INTERVALS BETWEEN AUCTIONS/ESTATE SALES; 32-99; SIGNS; 32-100, LOCATIONS; 32-101, VIOLATIONS; 32-102, ACCESSORY ACTIVITIES PROHIBITED; 32-104, PERMIT REQUIRED; 32-105, PERMIT FEE; 32-106 APPLICATION FOR PERMIT; 32-107, ISSUANCE OF PERMIT; SECTIONS 32-115 THROUGH 32-123, RESERVED; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article I, in General; Section 32-1, Definitions; penalty; is hereby amended to read as follows:

Section 32-1, Definitions; penalty.

(a) The following words as used herein shall have the following meanings:

(1) *Nonprofit association* means a group organized for purposes other than generating profit, such as charitable, scientific or literary organizations.

(2) *Nonprofit corporation* means a corporation, no part of the income of which is distributable to its members, directors or officers. Corporations may be organized under the Model Nonprofit Corporation Act for any lawful purpose or purposes, including, without being limited to, any one or more of the following purposes: Charitable; benevolent; eleemosynary; educational; civic; patriotic; political; religious; social; fraternal; literary; cultural; athletic; scientific; agricultural; horticultural; animal husbandry; and professional, commercial, industrial or trade association.

(3) *Organization* includes a corporation, government or governmental subdivision or agency, business trust, estate trust, partnership or association, two (2) or more persons having a joint or common interest, or any other legal or commercial entity.

(4) *Peddler* includes the words "hawker" and "huckster," and means any person, whether a resident of this city or not, who travels by foot or by any type of conveyance from place to place, from house to house or from street to street carrying, conveying or transporting goods, wares or merchandise of whatsoever nature, including foodstuffs, offering and exposing the same for sale, or who, without traveling from place to place, sells or offers the same for sale from any vehicle or conveyance.

(5) *Portable structure* means a building, shelter, or enclosure designed to be easily moved, relocated, or assembled at different sites without permanent anchoring to the ground.

~~(5)~~(6) *Solicitor* or *canvasser* means a person, whether a resident of this city or not, who travels by foot or by any type of conveyance from place to place, from house to house or from

street to street seeking charitable gifts or donations, or taking or attempting to take orders for the sale of goods, wares, merchandise or personal property of whatsoever nature for future delivery, or for services to be furnished or performed in the future.

(b) It shall be a crime and an offense for any person to violate any of the provisions of this article. Any person convicted of violating any provision of this article shall be punished by a fine of not more than two hundred dollars ($200.00), plus costs, or by imprisonment for not more than thirty (30) days, or by both such fine and imprisonment.

Section 2. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article II, Permit; Section 32-21, Required; is hereby amended to read as follows:

Sec. 32-21. - Required.

(a) No person or any agency or employee thereof shall engage in the business of peddler, solicitor, canvasser, hawker or huckster as defined herein without first obtaining a permit therefor as herein provided, and paying the prescribed fees for same. An individual permit shall be required for any and all persons engaged in peddling, soliciting, canvassing, hawking or huckstering. Any permit issued shall only allow peddling, soliciting, canvassing, hawking or huckstering between the hours of 9:00 a.m. and 7:00 p.m.

(b) No person, organization, agency, or employee thereof shall engage in any business using a portable structure without first obtaining a permit therefore and herein provided, and paying the prescribed fees.

(1) Such permit shall be issued for no more than thirty (30) days, but may be renewed one-time for an additional thirty (30) days. Any renewal shall be requested in writing and the authorization to continue to operate shall be in writing. When applying for the permit, the person, organization, agency, or employee shall provide:

(i) A written document signed by the property owner of the site where the portable structure is located granting permission to be located on the property; and

(ii) A written document signed by the property owner of the site where the portable structure is located granting permission for the employees to use the restrooms located on the property.

(2) The person, organization, agency, or employee of any business using a portable structure shall be permitted to have one sign located at the site of the portable structure. All other signs shall meet the requirements for temporary signs at Section 9-391 of the City Ordinances for the City of Midwest City.

Section 3. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article II, Permit; Section 32-25, Fees; health certificates; is hereby amended to read as follows:

Sec. 32-25. – Fees; health certificates.

(a) For the purposes of conducting the investigations, making the inspections, performing the services and enforcing the regulations herein commanded, there is hereby levied a schedule of fees and charges for the permits herein required for peddlers, hucksters, hawkers, solicitors, canvassers and nonprofit organizations. The fees shall be as follows:

(1) *Hucksters, hawkers, portable structures, and peddlers generally.* There is hereby levied upon all hucksters, hawkers, person, organization, agency or employee operating portable structures, and peddlers, and all persons engaged in buying and selling as herein defined, except for hand pushcarts, ice cream wagons and solicitors, and canvassers, a fee of five hundred ninety dollars ($590.00) for ninety (90) days, or two hundred ninety-five dollars ($295.00) for forty-five (45) days or less period of time, for each vehicle, trailer, building or other devices used by such person in such business; provided that each permittee shall be entitled to two (2) helpers, but that each additional helper other than the two (2) allowed shall pay a fee of one hundred twenty dollars ($120.00) for ninety (90) days, or sixty dollars ($60.00) for forty-five (45) days or less period of time. There is hereby levied upon all hucksters, hawkers, person, organization, agency or employee operating a portable structure, and peddlers buying and selling as herein defined from pushcarts propelled by human power, a fee of two hundred thirty-five dollars ($235.00) for ninety (90) days, or one hundred twenty dollars ($120.00) for forty-five (45) days or less period of time; provided that each such huckster, hawker, person, organization, agency or employee operating a portable structure, or peddler shall be entitled to one (1) helper, but each additional helper other than the one (1) allowed shall pay a fee of one hundred twenty dollars ($120.00) for ninety (90) days, or sixty dollars ($60.00) for forty-five (45) days or less period of time. No permit shall be issued hereunder until the applicant has paid the required fees as specified. All hucksters, hawkers, peddlers, person, organization, agency or employee operating a portable structures, and helpers are hereby required to obtain all necessary permits or licenses from the Oklahoma City-County Health Department as required by either state law or state regulation and present to the city clerk said permit or license from the Oklahoma City-County Health Department at the time of application.

(2) *Ice cream wagons.* Ice cream wagons selling ices or other ice cream products from vehicles other than pushcarts shall pay a fee of two hundred thirty-five dollars ($235.00) per year, payable annually. Pushcarts selling ices or other ice cream products shall pay a fee of twenty-five dollars ($25.00) per year, payable annually. All persons operating ice cream wagons shall obtain all necessary permits or licenses from the Oklahoma City-County Health Department as required by either state law or state regulation and present to the city clerk said permit or license from the Oklahoma City-County Health Department at the time of application.

(3) *Solicitors and canvassers.* All persons who go from house to house or place to place in the city and solicit or canvass for orders for goods, wares, merchandise or subscriptions for publications to be delivered in the future shall pay a fee of ten dollars ($10.00) per week, thirty-five dollars ($35.00) per month or one hundred twenty dollars ($120.00) per year. All solicitors and canvassers shall obtain all necessary permits or licenses from the Oklahoma City-County Health Department as required by either state law or state regulation and present to the city clerk said permit or license from the Oklahoma City-County Health Department at the time of application.

(4) *Nonprofit organizations.* No permit fee shall be charged. All nonprofit organizations shall obtain all necessary permits or licenses from the Oklahoma City-County Health Department as required by either state law or state regulation and present to the city clerk said permit or license from the Oklahoma City-County Health Department at the time of application.

(b) No free permits shall be granted, nor rebates allowed for any cause, nor any sum accepted less than the amount herein specified, except as prescribed in section 32-3, for a shorter period than therein required.

(c) No permit shall be issued until the amount prescribed therefore, shall have been paid to the city clerk.

ARTICLE VI. - AUCTIONS~~/ESTATE SALES~~

Section 4. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VI, Auctions/Estate Sales; Section 32-97, Auctions/estate sales defined; is hereby amended to read as follows:

Section 32-97, Auctions~~/estate sales~~ defined.

As used in this article, the term auction~~/estate sale~~ shall mean an event involving the sale of ~~personal~~ property through the process of bidding.

Section 5. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VI, Auctions/Estate Sales; Section 32-98, Intervals between auctions/estate sales; is hereby amended to read as follows:

Sec. 32-98. - Interval between auctions~~/estate sales~~.

No person, firm or organization shall hold, conduct, engage in or participate in any manner or allow an auction~~/estate sale~~ to be held or conducted on-premises under his control or ownership more than one (1) time in any twelve-month period, subject to the exception allowed in subsection 32-106(c).

Section 6. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VI, Auctions/Estate Sales; Section 32-99, Signs; is hereby amended to read as follows:

Sec. 32-99. - Signs.

Signs advertising the auction~~/estate sale~~ are permitted. Signs may be no larger than two (2) square feet in area and shall be limited in number to two (2) signs on the property involved and two (2) signs off the premises. Signs must be removed within twenty-four (24) hours of the completion of the auction~~/estate sale~~.

Section 7. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VI, Auctions/Estate Sales; Section 32-100, Locations; is hereby amended to read as follows:

Sec. 32-100. - Locations.

The provisions of this article shall apply only to those events being conducted in residentially zoned areas. In residentially zoned areas, the auction~~/estate sale~~ shall be confined to the premises for which the permit has been issued.

Section 8. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VI, Auctions/Estate Sales; Section 32-101, Violations; is hereby amended to read as follows:

Sec. 32-101. - Violations.

Every date an auction~~/estate sale~~ is conducted in violation of this article shall constitute a separate offense. Penalties shall be as provided in section 1-8 of this Code.

Section 9. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VI, Auctions/Estate Sales; Section 32-102, Accessory activities prohibited; is hereby amended to read as follows:

Sec. 32-102. - ~~Accessory activities prohibited~~ Sale of food or beverages.

~~No~~ The sale of food or beverages ~~shall~~ may be ~~permitted~~ allowed in conjunction with an auction, provided: ~~or estate sale~~.

(1) The sale of food or beverages is from a food truck licensed by the Oklahoma City-County Health Department and meets all other State of Oklahoma requirements;
(2) The sale of food or beverages at the location meets all City of Midwest City zoning requirements; and
(3) Any auction allowing the sale of food or beverages at its location shall provide the following:
(a) the name of the food truck,
(b) a copy of the Oklahoma City-County Health Department license for the food truck,
(c) a copy of all other state required permits or inspections;
(d) a list of the types of foods or beverages being sold, and
(e) a business address and contact information for the owner/operator of the food truck.

Section 10. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VI, Auctions/Estate Sales; Section 32-104, Permit Required; is hereby amended to read as follows:

Sec. 32-104. - Permit required.

No person shall hold, conduct, engage in or participate in any manner in an auction~~/estate sale~~ without a permit for same. A separate permit shall be required for each location at which an auction~~/estate sale~~ is to be held and no location shall be eligible for more than one (1) permit in any twelve-month period.

Section 11. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VI, Auctions/Estate Sales; Section 32-105, Permit fee; is hereby amended to read as follows:

Sec. 32-105. - Permit fee.

The fee for an auction~~/estate sale~~ permit shall be ~~five~~ fifteen dollars ~~($5.00)~~ ($15.00).

Section 12. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VI, Auctions/Estate Sales; Section 32-106, Application for permit; is hereby amended to read as follows:

Sec. 32-106. - Application for permit.

An applicant for a permit required by this article shall furnish the city clerk or designee with the following information:

(1) Full name and address of applicant;

(2) The location at which the proposed auction~~/estate sale~~ is to be held; and

(3) The date or dates upon which the sale shall be held~~; and~~

~~(4) An affidavit from all participants to the effect that all goods to be sold at the auction/estate sale are owned by the participants and have not been obtained for the purpose of reselling them at the auction/estate sale~~.

Section 13. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VI, Auctions/Estate Sales; Section 32-107, Issuance of permit; is hereby amended to read as follows:

Sec. 32-107. - Issuance of permit.

(a) The city clerk or designee is hereby authorized to grant a permit for an auction~~/estate sale~~ for a period from 8:00 a.m. to 5:00 p.m. of one (1) day to any person applying who otherwise complies with the requirements of this Code.

(b) ~~A list of the items to be sold will be given to the city clerk prior to issuance of the permit, and the items not in keeping with daily living in the location of the auction, as determined by the city clerk, will not be sold; this being a condition of the permit. Such items would be, for example and not limited to, dump trucks, construction machinery, farm implements, and hay, if auctioned in a residential location where not normally found.~~

~~(c)~~ If an auction~~/estate sale~~ is not held on the date for which the permit is issued or is terminated because of inclement weather conditions and an affidavit by the permittee to this effect is submitted, the city clerk or designee may issue another permit to the applicant for an auction~~/estate sale~~ to be conducted at the same location within thirty (30) days from the date when the first auction~~/estate sale~~ was to be held. The permittee shall advise the city clerk or designee of the new date.

~~(d)~~(c) Before issuing a permit, the city clerk or designee may conduct such investigation as may reasonably be necessary to determine if there is compliance with this Code.

ARTICLE VII. - ESTATE SALES

Section 14. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VII, Estate Sales; Section 32-115, Reserved; is hereby taken out of reserve and amended to read as follows:

Section 32-115, ~~Reserved.~~ Estate sales defined.

As used in this article, the term "estate sale" shall mean an event involving the sale of a person's or a family's personal property on the premises of the former resident or family.

Section 15. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VII, Estate Sales; Section 32-116, Reserved; is hereby taken out of reserve and amended to read as follows:

Sec. 32-116. – ~~Reserved.~~ Signs.

Signs advertising the estate sale are permitted. Signs may be no larger than two (2) square feet in area and shall be limited in number to two (2) signs on the property involved and four (4) signs off the premises. Signs must be removed within twenty-four (24) hours of the completion of the estate sale.

Section 16. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VII, Estate Sales; Section 32-117, Reserved; is hereby taken out of reserve and amended to read as follows:

Sec. 32-117. – ~~Reserved.~~ Locations.

The provisions of this article shall apply only to those events being conducted in residentially-zoned areas. In residentially zoned areas, the estate sale shall be confined to the premises for which the permit has been issued.

Section 17. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VII, Estate Sales; Section 32-118, Reserved; is hereby taken out of reserve and amended to read as follows:

Sec. 32-118. – ~~Reserved.~~ Violations.

Every date an estate sale is conducted in violation of this article shall constitute a separate offense. Penalties shall be as provided in section 1-8 of this Code.

Section 18. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VII, Estate Sales; Section 32-119, Reserved; is hereby taken out of reserve and amended to read as follows:

Sec. 32-119. – Reserved. Accessory activities prohibited.

No sale of food or beverages shall be permitted in conjunction with an estate sale.

Section 19. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VII, Estate Sales; Section 32-120, Reserved; is hereby taken out of reserve and amended to read as follows:

Sec. 32-120. – ~~Reserved.~~ Permit required.

No person shall hold, conduct, engage in or participate in any manner in an estate sale without a permit for same. A separate permit shall be required for each location at which an estate sale is to be held.

Section 20. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VII, Estate Sales; Section 32-121, Reserved; is hereby taken out of reserve and amended to read as follows:

Sec. 32-121. – ~~Reserved.~~ Permit fee.

The fee for an estate sale permit shall be fifteen dollars ($15.00).

Section 21. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VII, Estate Sales; Section 32-122, Reserved; is hereby taken out of reserve and amended to read as follows:

Sec. 32-122. – ~~Reserved.~~ Application for permit.

An applicant for a permit required by this article shall furnish the city clerk or designee with the following information:

(1) Full name and address of applicant;
(2) The location at which the proposed estate sale is to be held; and
(3) The date or dates upon which the estate sale shall be held.

Section 22. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VII, Estate Sales; Section 32-123, Reserved; is hereby taken out of reserve and amended to read as follows:

Sec. 32-123. – ~~Reserved.~~ Issuance of permit.

(a) The city clerk or designee is hereby authorized to grant a permit for an estate sale for a period from 8:00 a.m. to 5:00 p.m. for up to four (4) days to any individual, group of individuals or company applying who otherwise complies with the requirements of this Code.

(b) If an estate sale is not held on the date for which the permit is issued or is terminated because of inclement weather conditions and an affidavit by the permittee to this effect is submitted, the city clerk may issue another permit to the applicant for an estate sale to be conducted at the same location within thirty (30) days from the date when the first auction/estate sale was to be held. The permittee shall advise the city clerk of the new date.

(c) Before issuing a permit, the city clerk or designee may conduct such investigation as may reasonably be necessary to determine if there is compliance with this Code.

Section 23. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 24. SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
RICHARD R. RICE, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2026.

_____
DONALD D. MAISCH, City Attorney

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 32 PEDDLERS AND SOLICITORS; ARTICLE I, IN GENERAL; SECTION 32-1, DEFINITIONS; PENALTY; ARTICLE II, PERMIT; SECTIONS 32-21, REQUIRED; 32-25 FEES; HEALTH CERTIFICATES; ARTICLE VI, AUCTIONS/ESTATE SALES; SECTIONS 32-97, AUCTIONS/ESTATE SALES DEFINED; 32-98, INTERVALS BETWEEN AUCTIONS/ESTATE SALES; 32-99; SIGNS; 32-100, LOCATIONS; 32-101, VIOLATIONS; 32-102, ACCESSORY ACTIVITIES PROHIBITED; 32-104, PERMIT REQUIRED; 32-105, PERMIT FEE; 32-106 APPLICATION FOR PERMIT; 32-107, ISSUANCE OF PERMIT; SECTIONS 32-115 THROUGH 32-123, RESERVED; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article I, in General; Section 32-1, Definitions; penalty; is hereby amended to read as follows:

Section 32-1, Definitions; penalty.

(a) The following words as used herein shall have the following meanings:

(1) *Nonprofit association* means a group organized for purposes other than generating profit, such as charitable, scientific or literary organizations.

(2) *Nonprofit corporation* means a corporation, no part of the income of which is distributable to its members, directors or officers. Corporations may be organized under the Model Nonprofit Corporation Act for any lawful purpose or purposes, including, without being limited to, any one or more of the following purposes: Charitable; benevolent; eleemosynary; educational; civic; patriotic; political; religious; social; fraternal; literary; cultural; athletic; scientific; agricultural; horticultural; animal husbandry; and professional, commercial, industrial or trade association.

(3) *Organization* includes a corporation, government or governmental subdivision or agency, business trust, estate trust, partnership or association, two (2) or more persons having a joint or common interest, or any other legal or commercial entity.

(4) *Peddler* includes the words "hawker" and "huckster," and means any person, whether a resident of this city or not, who travels by foot or by any type of conveyance from place to place, from house to house or from street to street carrying, conveying or transporting goods, wares or merchandise of whatsoever nature, including foodstuffs, offering and exposing the same for sale, or who, without traveling from place to place, sells or offers the same for sale from any vehicle or conveyance.

(5) *Portable structure* means a building, shelter, or enclosure designed to be easily moved, relocated, or assembled at different sites with or without permanent anchoring to the ground.

(6) *Solicitor* or *canvasser* means a person, whether a resident of this city or not, who travels by foot or by any type of conveyance from place to place, from house to house or from street to street seeking charitable gifts or donations, or taking or attempting to take orders for the sale of goods, wares, merchandise or personal property of whatsoever nature for future delivery, or for services to be furnished or performed in the future.

(b) It shall be a crime and an offense for any person to violate any of the provisions of this article. Any person convicted of violating any provision of this article shall be punished by a fine of not more than two hundred dollars ($200.00), plus costs, or by imprisonment for not more than thirty (30) days, or by both such fine and imprisonment.

Section 2. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article II, Permit; Section 32-21, Required; is hereby amended to read as follows:

Sec. 32-21. - Required.

(a) No person or any agency or employee thereof shall engage in the business of peddler, solicitor, canvasser, hawker or huckster as defined herein without first obtaining a permit therefor as herein provided, and paying the prescribed fees for same. An individual permit shall be required for any and all persons engaged in peddling, soliciting, canvassing, hawking or huckstering. Any permit issued shall only allow peddling, soliciting, canvassing, hawking or huckstering between the hours of 9:00 a.m. and 7:00 p.m.

(b) No person, organization, agency, or employee thereof shall engage in any business using a portable structure without first obtaining a permit therefore and herein provided, and paying the prescribed fees.

(1) Such permit shall be issued for no more than thirty (30) days, but may be renewed one-time for an additional thirty (30) days. Any renewal shall be requested in writing and the authorization to continue to operate shall be in writing. When applying for the permit, the person, organization, agency, or employee shall provide:

(i) A written document signed by the property owner of the site where the portable structure is located granting permission to be located on the property; and

(ii) A written document signed by the property owner of the site where the portable structure is located granting permission for the employees to use the restrooms located on the property.

(2) The person, organization, agency, or employee of any business using a portable structure shall be permitted to have one sign located at the site of the portable structure. All other signs shall meet the requirements for temporary signs at Section 9-391 of the City Ordinances for the City of Midwest City.

Section 3. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article II, Permit; Section 32-25, Fees; health certificates; is hereby amended to read as follows:

Sec. 32-25. – Fees; health certificates.

(a) For the purposes of conducting the investigations, making the inspections, performing the services and enforcing the regulations herein commanded, there is hereby levied a schedule

of fees and charges for the permits herein required for peddlers, hucksters, hawkers, solicitors, canvassers and nonprofit organizations. The fees shall be as follows:

(1) *Hucksters, hawkers, portable structures, and peddlers generally.* There is hereby levied upon all hucksters, hawkers, person, organization, agency or employee operating portable structures, and peddlers, and all persons engaged in buying and selling as herein defined, except for hand pushcarts, ice cream wagons and solicitors, and canvassers, a fee of five hundred ninety dollars ($590.00) for ninety (90) days, or two hundred ninety-five dollars ($295.00) for forty-five (45) days or less period of time, for each vehicle, trailer, building or other devices used by such person in such business; provided that each permittee shall be entitled to two (2) helpers, but that each additional helper other than the two (2) allowed shall pay a fee of one hundred twenty dollars ($120.00) for ninety (90) days, or sixty dollars ($60.00) for forty-five (45) days or less period of time. There is hereby levied upon all hucksters, hawkers, person, organization, agency or employee operating a portable structure, and peddlers buying and selling as herein defined from pushcarts propelled by human power, a fee of two hundred thirty-five dollars ($235.00) for ninety (90) days, or one hundred twenty dollars ($120.00) for forty-five (45) days or less period of time; provided that each such huckster, hawker, person, organization, agency or employee operating a portable structure, or peddler shall be entitled to one (1) helper, but each additional helper other than the one (1) allowed shall pay a fee of one hundred twenty dollars ($120.00) for ninety (90) days, or sixty dollars ($60.00) for forty-five (45) days or less period of time. No permit shall be issued hereunder until the applicant has paid the required fees as specified. All hucksters, hawkers, peddlers, person, organization, agency or employee operating a portable structures, and helpers are hereby required to obtain all necessary permits or licenses from the Oklahoma City-County Health Department as required by either state law or state regulation and present to the city clerk said permit or license from the Oklahoma City-County Health Department at the time of application.

(2) *Ice cream wagons.* Ice cream wagons selling ices or other ice cream products from vehicles other than pushcarts shall pay a fee of two hundred thirty-five dollars ($235.00) per year, payable annually. Pushcarts selling ices or other ice cream products shall pay a fee of twenty-five dollars ($25.00) per year, payable annually. All persons operating ice cream wagons shall obtain all necessary permits or licenses from the Oklahoma City-County Health Department as required by either state law or state regulation and present to the city clerk said permit or license from the Oklahoma City-County Health Department at the time of application.

(3) *Solicitors and canvassers.* All persons who go from house to house or place to place in the city and solicit or canvass for orders for goods, wares, merchandise or subscriptions for publications to be delivered in the future shall pay a fee of ten dollars ($10.00) per week, thirty-five dollars ($35.00) per month or one hundred twenty dollars ($120.00) per year. All solicitors and canvassers shall obtain all necessary permits or licenses from the Oklahoma City-County Health Department as required by either state law or state regulation and present to the city clerk said permit or license from the Oklahoma City-County Health Department at the time of application.

(4) *Nonprofit organizations.* No permit fee shall be charged. All nonprofit organizations shall obtain all necessary permits or licenses from the Oklahoma City-County Health Department as required by either state law or state regulation and present to the city clerk said permit or license from the Oklahoma City-County Health Department at the time of application.

(b) No free permits shall be granted, nor rebates allowed for any cause, nor any sum accepted less than the amount herein specified, except as prescribed in section 32-3, for a shorter period than therein required.
(c) No permit shall be issued until the amount prescribed therefore, shall have been paid to the city clerk.

ARTICLE VI. - AUCTIONS

Section 4. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VI, Auctions/Estate Sales; Section 32-97, Auctions/estate sales defined; is hereby amended to read as follows:

Section 32-97, Auctions defined.

As used in this article, the term auction shall mean an event involving the sale of ~~personal~~ property through the process of bidding.

Section 5. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VI, Auctions/Estate Sales; Section 32-98, Intervals between auctions/estate sales; is hereby amended to read as follows:

Sec. 32-98. - Interval between auctions.

No person, firm or organization shall hold, conduct, engage in or participate in any manner or allow an auction to be held or conducted on-premises under his control or ownership more than one (1) time in any twelve-month period, subject to the exception allowed in subsection 32-106(c).

Section 6. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VI, Auctions/Estate Sales; Section 32-99, Signs; is hereby amended to read as follows:

Sec. 32-99. - Signs.

Signs advertising the auction are permitted. Signs may be no larger than two (2) square feet in area and shall be limited in number to two (2) signs on the property involved and two (2) signs off the premises. Signs must be removed within twenty-four (24) hours of the completion of the auction.

Section 7. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VI, Auctions/Estate Sales; Section 32-100, Locations; is hereby amended to read as follows:

Sec. 32-100. - Locations.

The provisions of this article shall apply only to those events being conducted in residentially zoned areas. In residentially zoned areas, the auction shall be confined to the premises for which the permit has been issued.

Section 8. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VI, Auctions/Estate Sales; Section 32-101, Violations; is hereby amended to read as follows:

Sec. 32-101. - Violations.

Every date an auction is conducted in violation of this article shall constitute a separate offense. Penalties shall be as provided in section 1-8 of this Code.

Section 9. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VI, Auctions/Estate Sales; Section 32-102, Accessory activities prohibited; is hereby amended to read as follows:

Sec. 32-102. - Sale of food or beverages.

The sale of food or beverages may be allowed in conjunction with an auction, provided:

(1) The sale of food or beverages is from a food truck licensed by the Oklahoma City-County Health Department and meets all other State of Oklahoma requirements;
(2) The sale of food or beverages at the location meets all City of Midwest City zoning requirements; and
(3) Any auction allowing the sale of food or beverages at its location shall provide the following:
    (a) the name of the food truck,
    (b) a copy of the Oklahoma City-County Health Department license for the food truck,
    (c) a copy of all other state required permits or inspections;
    (d) a list of the types of foods or beverages being sold, and
    (e) a business address and contact information for the owner/operator of the food truck.

Section 10. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VI, Auctions/Estate Sales; Section 32-104, Permit Required; is hereby amended to read as follows:

Sec. 32-104. - Permit required.

No person shall hold, conduct, engage in or participate in any manner in an auction without a permit for same. A separate permit shall be required for each location at which an auction is to be held and no location shall be eligible for more than one (1) permit in any twelve-month period.

Section 11. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VI, Auctions/Estate Sales; Section 32-105, Permit fee; is hereby amended to read as follows:

Sec. 32-105. - Permit fee.

The fee for an auction permit shall be fifteen dollars ($15.00).

Section 12. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VI, Auctions/Estate Sales; Section 32-106, Application for permit; is hereby amended to read as follows:

Sec. 32-106. - Application for permit.

An applicant for a permit required by this article shall furnish the city clerk or designee with the following information:

(1) Full name and address of applicant;
(2) The location at which the proposed auction is to be held; and
(3) The date or dates upon which the sale shall be held.

Section 13. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VI, Auctions/Estate Sales; Section 32-107, Issuance of permit; is hereby amended to read as follows:

Sec. 32-107. - Issuance of permit.

(a) The city clerk or designee is hereby authorized to grant a permit for an auction for a period from 8:00 a.m. to 5:00 p.m. of one (1) day to any person applying who otherwise complies with the requirements of this Code.

(b) If an auction is not held on the date for which the permit is issued or is terminated because of inclement weather conditions and an affidavit by the permittee to this effect is submitted, the city clerk or designee may issue another permit to the applicant for an auction to be conducted at the same location within thirty (30) days from the date when the first auction was to be held. The permittee shall advise the city clerk or designee of the new date.

(c) Before issuing a permit, the city clerk or designee may conduct such investigation as may reasonably be necessary to determine if there is compliance with this Code.

ARTICLE VII. - ESTATE SALES

Section 14. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VII, Estate Sales; Section 32-115, Reserved; is hereby taken out of reserve and amended to read as follows:

Section 32-115. Estate sales defined.

As used in this article, the term “estate sale” shall mean an event involving the sale of a person’s or a family’s personal property on the premises of the former resident or family.

Section 15. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VII, Estate Sales; Section 32-116, Reserved; is hereby taken out of reserve and amended to read as follows:

Sec. 32-116. Signs.

Signs advertising the estate sale are permitted. Signs may be no larger than two (2) square feet in area and shall be limited in number to two (2) signs on the property involved and four (4) signs off the premises. Signs must be removed within twenty-four (24) hours of the completion of the estate sale.

Section 16. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VII, Estate Sales; Section 32-117, Reserved; is hereby taken out of reserve and amended to read as follows:

Sec. 32-117. Locations.

The provisions of this article shall apply only to those events being conducted in residentially-zoned areas. In residentially zoned areas, the estate sale shall be confined to the premises for which the permit has been issued.

Section 17. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VII, Estate Sales; Section 32-118, Reserved; is hereby taken out of reserve and amended to read as follows:

Sec. 32-118. Violations.

Every date an estate sale is conducted in violation of this article shall constitute a separate offense. Penalties shall be as provided in section 1-8 of this Code.

Section 18. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VII, Estate Sales; Section 32-119, Reserved; is hereby taken out of reserve and amended to read as follows:

Sec. 32-119. Accessory activities prohibited.

No sale of food or beverages shall be permitted in conjunction with an estate sale.

Section 19. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VII, Estate Sales; Section 32-120, Reserved; is hereby taken out of reserve and amended to read as follows:

Sec. 32-120. Permit required.

No person shall hold, conduct, engage in or participate in any manner in an estate sale without a permit for same. A separate permit shall be required for each location at which an estate sale is to be held.

Section 20. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VII, Estate Sales; Section 32-121, Reserved; is hereby taken out of reserve and amended to read as follows:

Sec. 32-121. Permit fee.

The fee for an estate sale permit shall be fifteen dollars ($15.00).

Section 21. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VII, Estate Sales; Section 32-122, Reserved; is hereby taken out of reserve and amended to read as follows:

Sec. 32-122. Application for permit.

An applicant for a permit required by this article shall furnish the city clerk or designee with the following information:

(1) Full name and address of applicant;
(2) The location at which the proposed estate sale is to be held; and
(3) The date or dates upon which the estate sale shall be held.

Section 22. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article VII, Estate Sales; Section 32-123, Reserved; is hereby taken out of reserve and amended to read as follows:

Sec. 32-123. – Issuance of permit.

(a) The city clerk or designee is hereby authorized to grant a permit for an estate sale for a period from 8:00 a.m. to 5:00 p.m. for up to four (4) days to any individual, group of individuals or company applying who otherwise complies with the requirements of this Code.

(b) If an estate sale is not held on the date for which the permit is issued or is terminated because of inclement weather conditions and an affidavit by the permittee to this effect is submitted, the city clerk may issue another permit to the applicant for an estate sale to be conducted at the same location within thirty (30) days from the date when the first auction/estate sale was to be held. The permittee shall advise the city clerk of the new date.

(c) Before issuing a permit, the city clerk or designee may conduct such investigation as may reasonably be necessary to determine if there is compliance with this Code.

Section 23. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 24. SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
RICHARD R. RICE, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2026.

_____
DONALD D. MAISCH, City Attorney

Director, Neighborhood Services, Mike Stroh
8726 SE 15th Street
Midwest City, OK 73110
MStroh@midwestcityok.org
Office: 405.739.1000
www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Mike Stroh, Director, Neighborhood Services

Date: July 28, 2026

RE: Discussion, consideration and possible action of recommending to the City Council for approval an ordinance amending the Midwest City Municipal Code, Chapter 42, Trees; Article III, Tree Trimming, Etc., Section: 42-51, Notice to Owner; and providing for a repealer, and severability. (M. Stroh – Director, Neighborhood Services).

Code Enforcement has found a conflict between the timelines contained in Section 42-50 and 42-51 of the Midwest City Ordinances. The changes to Section 42-51 will resolve that conflict, make it clear, the timeframe to request a hearing before the City Council and to establish that if a hearing is requested that the matter will be placed on a future City Council agenda.

This amendment was reviewed by the OOCC and was recommended for approval to the City Council.

Action is at the discretion of the City Council.

Respectfully submitted,

Mike Stroh,
Director, Code Enforcement

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 42, TREES; ARTICLE III, TREE TRIMMING, ETC.; SECTION 42-51, NOTICE TO OWNER; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees; Article III, Tree Trimming, Etc., Section 42-51, Notice to owner; to read as follows:

Sec. 42-51. Notice to owner.

(a) ~~After ten (10) days'~~ The written notice by the city to the property owner as required by Section 42-50 of the city ordinances of the City of Midwest City, shall be by mail, or by personal service to the owner of such property, at the address shown by the current year's tax rolls in the county treasurer's office, the notice shall state the nature of the violation; and the contact number for the code enforcement office; and shall advise the owner and/or responsible party of the property that s/he has a right to request a hearing before the city council, within ten (10) days of the date of service of the notice; that the violation may be abated by the city if the owner and/or responsible party takes no action within the prescribed time without further notice; that the costs of such abatement shall be assessed against the owner as shown on county treasurer's tax rolls; and that a lien may be imposed on the property to secure such payment, all without further prior notice to the property owner.

(b) If the property owner is unable to be notified by mail, then notice of said violation shall be posted at the address at which the violation is occurring.

(c) If a hearing is requested, that hearing shall occur before the city council as a future city council meeting.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____

RICHARD R. RICE, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2026.

_____
DONALD D. MAISCH, City Attorney

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 42, TREES; ARTICLE III, TREE TRIMMING, ETC.; SECTION 42-51, NOTICE TO OWNER; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That a City Ordinance amending the Midwest City Municipal Code, Chapter 42, Trees; Article III, Tree Trimming, Etc., Section 42-51, Notice to owner; to read as follows:

Sec. 42-51. Notice to owner.

(a) The written notice by the city to the property owner as required by Section 42-50 of the city ordinances of the City of Midwest City, shall be by mail, or by personal service to the owner of such property, at the address shown by the current year's tax rolls in the county treasurer's office, the notice shall state the nature of the violation; and the contact number for the code enforcement office; and shall advise the owner and/or responsible party of the property that s/he has a right to request a hearing before the city council, within ten (10) days of the date of service of the notice; that the violation may be abated by the city if the owner and/or responsible party takes no action within the prescribed time without further notice; that the costs of such abatement shall be assessed against the owner as shown on county treasurer's tax rolls; and that a lien may be imposed on the property to secure such payment, all without further prior notice to the property owner.

(b) If the property owner is unable to be notified by mail, then notice of said violation shall be posted at the address at which the violation is occurring.

(c) If a hearing is requested, that hearing shall occur before the city council as a future city council meeting.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____

RICHARD R. RICE, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2026.

_____
DONALD D. MAISCH, City Attorney

Director, Neighborhood Services, Mike Stroh
8726 SE 15th Street
Midwest City, OK 73110
MStroh@midwestcityok.org
Office: 405.739.1000
www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Mike Stroh, Director, Neighborhood Services

Date: July 28, 2026

RE: Discussion, consideration and possible action of an ordinance amending the Midwest City Municipal Code, Chapter 22, Litter; Sections: 22-10, Throwing or distributing handbills in public places; Section 22-11, Placing handbills in vehicles; and providing for a repealer, and severability. (M. Stroh – Director, Neighborhood Services).

These proposed in Chapter 22 concern the litter ordinances that deal with the distribution of handbills. These changes would limit the distribution of handbills on public property to sidewalks, streets or parks, provided a person is willing to receive the handbill.

This amendment was reviewed by the OOCC and was recommended for approval to the City Council.

Action is at the discretion of the City Council.

Respectfully submitted,

Mike Stroh,
Director, Code Enforcement

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 22, LITTER; SECTIONS 22-10, THROWING OR DISTRIBUTING HANDBILLS IN PUBLIC PLACES; 22-11 PLACING HANDBILLS IN VEHICLES; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That a City Ordinance amending the Midwest City Municipal Code, Chapter 22, Litter; Section 22-10, Throwing or distributing handbills in public places is hereby amended and to read as follows:

Sec. 22-10. Throwing or distributing handbills in public places.

No person shall throw or deposit any commercial or noncommercial handbill in or upon any sidewalk, street or other public place within the city, nor shall any person hand out or distribute or sell any handbill in any public place; provided, however, that it is not unlawful on any sidewalk, street or park ~~public place~~ within the city for any person to hand out or distribute, without charge to the receiver thereof, any handbill to any person willing to accept it.

Section 2. That a City Ordinance amending the Midwest City Municipal Code, Chapter 22, Litter; Section 22-11, Placing handbills in vehicles is hereby amended and to read as follows:

Section 22-11, Placing handbills in vehicles.

No person shall throw or deposit any handbill in or upon any vehicle; provided, however, that it is not unlawful ~~in any public place~~ on any sidewalk, street or park for a person to hand out or distribute without charge to the receiver thereof, a handbill to any occupant of a vehicle who is willing to accept it ~~or to place a handbill on a vehicle in such a manner as it will not be scattered by the wind~~.

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

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

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
RICHARD R. RICE, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2026.

_____
DONALD D. MAISCH, City Attorney

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 22, LITTER; SECTIONS 22-10, THROWING OR DISTRIBUTING HANDBILLS IN PUBLIC PLACES; 22-11 PLACING HANDBILLS IN VEHICLES; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That a City Ordinance amending the Midwest City Municipal Code, Chapter 22, Litter; Section 22-10, Throwing or distributing handbills in public places is hereby amended and to read as follows:

Sec. 22-10. Throwing or distributing handbills in public places.

No person shall throw or deposit any commercial or noncommercial handbill in or upon any sidewalk, street or other public place within the city, nor shall any person hand out or distribute or sell any handbill in any public place; provided, however, that it is not unlawful on any sidewalk, street or park within the city for any person to hand out or distribute, without charge to the receiver thereof, any handbill to any person willing to accept it.

Section 2. That a City Ordinance amending the Midwest City Municipal Code, Chapter 22, Litter; Section 22-11, Placing handbills in vehicles is hereby amended and to read as follows:

Section 22-11, Placing handbills in vehicles.

No person shall throw or deposit any handbill in or upon any vehicle; provided, however, that it is not unlawful on any sidewalk, street or park for a person to hand out or distribute without charge to the receiver thereof, a handbill to any occupant of a vehicle who is willing to accept it.

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

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

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

THE CITY OF MIDWEST CITY, OKLAHOMA

ATTEST:

_____

RICHARD R. RICE, Mayor

_____

SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2026.

_____

DONALD D. MAISCH, City Attorney

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

To:	Honorable Mayor and Council
From:	Matt Summers, Community Development Director
Date:	July 28, 2026
Subject:	Discussion, consideration, and possible action on an ordinance amending Midwest City code, Chapter 9, Buildings and Building Regulations; Article I, In General; Section 9-6, Code Amended – International Building Code; 9-47 Fee Table; Article III, Electrical; Section 9-136, Licensing fees and requirements; Article IV, Mechanical; Section 9-206, Licensing fees and requirements; Article VI, Plumbing; Section 9-322, Licensing fees and requirements; Article VII, Sign Regulations; Section 9-393, Political Signs; and providing for repealer and severability.

This ordinance proposes amending Chapter 9 of the Municipal Code to allow the collection of inspection fees for school and government new building and remodeling projects. State statute allows inspection fees to be collected on these projects but not permit fees. These school and government projects are typically large and complex projects demanding a lot of time from the building inspectors to ensure the structures are safe for occupation.

The ordinance also proposes to simplify the licensing process and structure for the electrical, mechanical, and plumbing trades. The proposed ordinance establishes the same fee for all trade licensing regardless of the trade or past licensing with the city.

The ordinance also specifies that any political signs placed in violation of the Sign Regulations will be removed by City staff, deemed trash, and disposed of immediately.

The Ordinance Oversight Council Committee recommended approval of this ordinance. Action is at the discretion of the City Council.

Matt Summers, AICP
Director of Community Development

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 9, BUILDING AND BUILDING REGULATIONS, ARTICLE I., IN GENERAL, SECTION 9-6., CODE AMENDED – INTERNATIONAL BUILDING CODE; SECTION 9-47., FEE TABLE; ARTICLE III, ELECTRICAL; SECTION 9-136, LICENSING FEES AND REQUIREMENTS; ARTICLE IV, MECHANICAL; SECTION 9-206, LICENSING FEES AND REQUIREMENTS; ARTICLE VI, PLUMBING; SECTION 9-322, LICENSING FEES AND REQUIREMENTS; ARTICLE VIII, SIGN REGULATIONS; SECTION 9-393, POLITICAL SIGNS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

SECTION 1. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations, Article I. – In General, Section 9-6, Code Amended – International Building Code; is hereby amended to read as follows:

Section 9-6 – Code amended – International Building Code

The building code adopted in Section 9-5 is amended and modified in the following respects:

102.4.1Conflicts. In the event two (2) or more codes conflict, the more restrictive code will apply.

104.1 Administrative and enforcement procedures. The regulations relating to building permits or certificates of occupancy shall be enforced by the Chief Building Official appointed by the City Manager. It shall be a violation of this Chapter for any person to change or permit the change in the use of land or buildings or structures or to erect, move, or improve any building or structure until a building permit or certificate of occupancy has been obtained under the conditions contained herein as set forth in this chapter.

104.2 Application for permit; when required. It shall be unlawful to construct, enlarge, alter or demolish a structure; or change the occupancy of a building or structure requiring greater strength, exit or sanitary provisions; or to change to another use without first filing an application with the Chief Building Official in writing and obtaining the required permit therefor. However ordinary repairs, as defined in Section 9-2, and which do not involve any violation of this Code, shall be exempt from this provision. The Chief Building Official may require every applicant for a building permit to furnish the following information:

(a) A site plan, drawn to scale, showing the exact size and location on the lot of all existing buildings and structures, and the exact size and location on the lot of the structure or building proposed to be repaired, altered, erected or moved, and the size.

(b) Additional information relating to the proposed improvement needed to determine compliance with these regulations.

(1) A survey, prepared by an engineer or land surveyor registered in the State of Oklahoma, of the boundaries of the lot on which the improvement is proposed to be located.

(2) A survey, prepared by an engineer or land surveyor registered in the State of Oklahoma, which shows the topographic characteristics of the site at a contour interval of not less than two (2) feet and also shows the exact size, shape, and dimensions of the lot to be built upon.

(3) Or any other documentation as deemed necessary to the Chief Building Official to determine compliance with this code.

Nothing contained herein shall modify or alter the requirements contained in Appendix A, Zoning.

105.2 Repairs and maintenance. Application or notice to the Chief Building Official is not required for ordinary repairs to structures, but such repairs shall not include the cutting away of any wall, partition or portion thereof; the removal or cutting of any structural beam or bearing support; the removal or change of any required means of egress; or the rearrangement of parts of a structure affecting the exit requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping; electric wiring; or mechanical or other work affecting public health or general safety.

105.10 Demolition permit requirements. A permit is required for the demolition of any building in excess of one hundred twenty (120) square feet. For residential demolition and all noncommercial buildings, the project shall commence within ten (10) days of issuance of permit and shall be completed and cleaned up within the next twenty (20) calendar days. For all other structures/buildings, the project shall commence within ten (10) days of issuance of a permit and shall be completed and cleaned up within the next forty-five (45) calendar days. Extensions may be granted by the Chief Building Official upon written request. Fee in Table located in Section 9-47.

107.3.1 Approved plans.

(a) In addition, lot inspections required with the issuance of building permit. As one of the requirements for the issuance of a building permit, an applicant applying for said building permit on new structures shall be required to have an on-site

meeting with a designated representative of the City. The applicant and designated city representative will discuss the drainage plan for the subject lot and what improvements will be needed to meet the requirements of the drainage plan, such as the installation of a retaining wall or any needed drainage improvements. Fee Table located in Section 9-47.

108.2 Schedule of permit **or inspection** *fees.* On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit **or inspection** as contained in Table located in Section 9-47 shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

(a) Plan review fees: At the time an application for permit (commercial in Table located in Section 9-47) is submitted to the Chief Building Official it shall be paid and shall not be refundable. This fee shall be known as a plan review fee. The plan review fee shall be subtracted from the fee prescribed in this section when the permit is issued by the Chief Building Official.

(b) For a permit for construction, alteration, remodel, or installation of a building or structure, shall pay the fee. The fee shall include the following:

(1) Capital improvement fee;

(2) Sidewalk fee;

(3) Conversion from residential to commercial uses requires Capital improvement and Sidewalk fee;

(4) Commercial Remodel requires Capital Improvement and Sidewalk fee;

(5) New warehouse and agricultural requires Capital Improvement and Sidewalk fee;

(6) Non-residential additions: The fee for a non-residential addition shall be the same fee as would be charged for new construction.

(c) Accessory buildings, carports, patio cover, retaining walls and fences:

(1) The fee for accessory buildings of two hundred fifty (250) square feet or less in area.

(2) Accessory building greater than two hundred fifty (250) square feet in area but less than ten thousand (10,000) square feet in area.

(3) The fee for accessory buildings more than ten thousand (10,000) square feet in area.

(d) Miscellaneous inspections (no permit).

(e) Reinspection fee.

(f) Refunds: In the case of a revocation of a permit or abandonment or discontinuance of a building project, there shall be no refunds.

(g) Fees for inspections of school or government construction, alteration, remodel, or installation of a building or structure can be found in Section 9-47.

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be charged three times the normal rate as identified in the Table located in Section 9-47. If work was done in an emergency situation and permit has been applied for on the first business day following fee may be waived by the City Manager.

110.0 Certificate of occupancy (CO).

(a) Certificate of occupancy; fee. See Table located in Section 9-47. No change shall be made in the use of any building until a certificate of occupancy is obtained from the Chief Building Official certifying:

(1) That all the provisions of this Code are met; and

(2) That all required federal and/or state permits or licenses have been issued and copies have been received by the City, unless otherwise required under federal or state law and all federal and/or state statutory and/or regulatory requirements have been met.

(b) Whenever a building permit is issued for the erection of a new building or structure, an occupancy permit shall be required prior to being occupied. Any business operating without a valid certificate of occupancy shall be in violation of this section. Penalties include citations of seven hundred fifty dollars ($750.00) plus court cost, each day is a separate violation. If life safety issues are present as defined by the electrical and fire codes, the disconnecting of utilities to include water, electric and gas may also be used for enforcement.

(1) The fee for all commercial or industrial certificates of occupancy for a new building or for a change in occupancy is set in Table located in Section 9-47.

(c) A temporary CO will only be issued for a one time thirty-day period at the discretion of the Chief Building Official and only if all life, safety requirements have been met. All requirements of the final building inspection will be satisfied on or before the expiration date of this Temporary Certificate of Occupancy. Failing to obtain a permanent certificate of occupancy on or before the expiration date may result in

citations and the disconnecting of utilities to include water, electric and gas.

(d) One- and two-family residences are exempt from the requirements of this section; they are governed by the requirements of the International Residential Code.

113.1 Appeal process. An appeal may be taken to the Chief Building Official from any ruling, interpretation, requirement, or decision made by the building inspector, by filing within ten (10) business days from the building inspector's ruling, interpretation, requirement, or decision a statement in writing of the issues to be considered on appeal. The Chief Building Official shall review, within three (3) business days of receipt of appeal. The Chief Building Official shall issue a decision, in writing, and deliver the decision to the person who made the statement. If the Chief Building Official overturns the decision of the building inspector, no further appeal is necessary. If the Chief Building Official upholds the building inspector's decision, the appeal will proceed to the Trades' Advisory Board, as established in Section 9-48. The Trades' Advisory Board shall review the decision of the building inspector, the decision of the Chief Building Official, the statement filed and conduct a hearing within thirty (30) days of the decision of the Chief Building Official. In such matter appealed, the Trades' Advisory Board shall rule to uphold or overturn the Chief Building Official's decision. All decisions of the Trades' Advisory Board shall be in writing and issued to the Chief Building Official and the person who issued the written statement. Any appeal from a decision of the Trades' Advisory Board shall be to the City Council by filing the appeal request with the City Clerk. Any appeal to the City Council shall be filed within thirty (30) days of the date of the decision from the Trades' Advisory Board. The City Council shall hear the appeal at a regularly scheduled meeting and make a decision. Any appeal of the decision of the City Council shall be filed in the Oklahoma State District Court, for Oklahoma County. Any appeal shall be filed within thirty (30) days of the date of the decision from the Trades' Advisory Board.

SECTION 2. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations, Article I. – In General, Section 9-47, Fee Table; is hereby amended to read as follows:

(a) Pursuant to Oklahoma Statutes, Title 59, a four dollars and fifty cents ($4.50) fee for all permits associated with a code governed by a code located in Section 9-5 shall be remitted to the state treasury.

Permit/License	Code	Cost	Unit	*CPI Indexed	Notes
All/General					

Lot Inspection	Secs. 9-6—9-7	$50.00		No	
Reinspection fee	Sec. 9-87(c); Sec. 9-156(i)(1); Sec. 9-157(c); Sec. 9-226; Sec. 9-1(p)(1); Sec. 9-1(c); Sec. 9-293(c); Sec. 9-1(l)(1); Sec. 9-343(c)	$50.00	Each	No	First reinspection
Additional Reinspection fee	Sec. 9-87(c); Sec. 9-156(i)(1); Sec. 9-157(c); Sec. 9-226; Sec. 9-1(p)(1); Sec. 9-1(c); Sec. 9-293(c); Sec. 9-1(l)(1); Sec. 9-343(c)	$100.00	Each	No	For each reinspection after an initial reinspection
Inspections outside normal business hours	Sec. 9-156(i)(1); Sec. 9-226; Sec. 9-1(p)(1); Sec. 9-1(l)(1)	$200.00 $75.00	First hour Each additional hour	No	After hours inspections
Building					
Miscellaneous inspections	Sec. 9-6 Sec. 9-7, **¶108.2 (d)**	$50.00	Flat fee	No	
Plan Review Fee	Sec. 9-6 Sec. 9-7, **¶108.2 (a)**	25% of the estimated permit fee		No	Minimum fee $50.00
Capital Improvement Fee—Remodel	Sec. 9-6 Sec. 9-7, **¶108.2(1)**	$13.00	Per $10,000.00 estimated cost of remodel	Yes	To be included with commercial remodel, residential remodel, and conversions from residential to commercial
Sidewalk Fee—Remodel	Sec. 9-6 Sec. 9-7 **¶108.2(2),**	$1.00	Per $10,000.00 estimated cost of remodel	Yes	To be included with commercial remodel, residential remodel, and conversions from

					residential to commercial
Commercial Capital Improvement Fee—New	Sec. 9-6 Sec. 9-7, **¶108.2 (b) (1)**	$0.13	Per sq ft	Yes	To be included with new commercial, commercial additions, and certain accessory buildings
Commercial Sidewalk Fee—New	Sec. 9-6 Sec. 9-7, **¶108.2 (b) (2)**	$0.06	Per sq ft	Yes	To be included with new commercial, commercial additions, and certain accessory buildings
Residential Capital Improvement Fee—New	Sec. 9-7(b)	$0.13	Per sq ft	Yes	To be included with new residential, residential additions, and certain accessory buildings
Residential Sidewalk Fee—New	Sec. 9-7(b)	$0.02	Per sq ft	Yes	To be included with new residential, residential additions, and certain accessory buildings
Certificate of Occupancy	Sec. 9-6 Sec. 9-7, **¶110.0**	$150.00		No	
Commercial—New	Sec. 9-6 **¶108.2 (b)**	$0.04 for first 10,000 sq ft then $0.02 after	Per sq ft	Yes	PLUS: Commercial Capital Improvement Fee—New and Commercial Sidewalk Fee—New
Commercial—Warehouse and Agricultural	Sec. 9-6 **¶108.2 (b)**	$0.03 for first 10,000 sq ft then $0.01 after	Per sq ft	Yes	PLUS: Commercial Capital Improvement Fee—New and Commercial Sidewalk Fee—New
Nonresidential Additions	Sec. 9-6 **¶108.2 (b)**	$0.04 for first 10,000 sq		Yes	Minimum fee $50.00 PLUS: Commercial Capital

		ft then $0.02 after			Improvement Fee—New and Commercial Sidewalk Fee—New
Commercial Remodeling, Conversion from Residential to Commercial	Sec. 9-6 **¶108.2(b)**	$4.00	Per $1,000.00 estimated cost of remodel	Yes	Minimum fee $50.00 PLUS: Capital Improvement Fee—Remodel and Sidewalk Fee—Remodel
School/Government Building Inspection Fees - New	**Sec. 9-6 ¶108.2(g)**	**$0.04 for first 10,000 sq ft then $0.02 after**		**Yes**	**Minimum fee $50.00 PLUS: Commercial Capital Improvement Fee—New and Commercial Sidewalk Fee—New**
School/Government Building Inspection Fees - Remodel	**Sec. 9-6 ¶108.2(g)**	**$4.00**	**Per $1,000.00 estimated cost of remodel**	**Yes**	**Minimum fee $50.00 PLUS: Capital Improvement Fee—Remodel and Sidewalk Fee—Remodel**
Residential—New, Additions	Sec. 9-7(b)	$0.05	Per sq ft	Yes	Minimum fee $50.00 PLUS: Residential Capital Improvement Fee—New and Residential Sidewalk Fee—New
Residential—Alteration, Remodel	Sec. 9-7(b)	$3.00	Per $1,000.00 estimated cost of remodel	Yes	Minimum fee $50.00 PLUS: Capital Improvement Fee—Remodel and Sidewalk Fee—Remodel
Accessory Building (sq ft <250)	Sec. 9-6 Sec. 9-7	$50.00	Flat fee	No	

Accessory Building (250< sq ft <10,000)	Sec. 9-6 Sec. 9-7, **¶108.2(c)(2)**	$0.05	Per sq ft	Yes	Minimum fee $50.00 PLUS: Residential Capital Improvement Fee—New and Residential Sidewalk Fee—New
Accessory Building (<10,000 sq ft)	Sec. 9-6 Sec. 9-7, **108.2(c)(3)**	$0.02	Per sq ft	Yes	PLUS: Residential Capital Improvement Fee—New and Residential Sidewalk Fee—New
Carports, patio covers etc.	Sec. 9-6 Sec. 9-7, **¶108.2(c)**	$50.00	Flat fee	No	
Demolition Permit	Sec. 9-6 Sec. 9-7, **¶105.10**	$100.00	Per structure	No	
Retaining Walls	Sec. 9-6 Sec. 9-7, **108.2(c),**	$50.00	Flat fee	No	
Fences	Sec. 9-6 Sec. 9-7, **¶108.2(c)**	$50.00	Flat fee	No	
Commercial Usage Change of Ownership Compliance	Sec. 9-99	$100.00	Per inspection	No	
Roofing Registration Fee	Sec. 9-94(c)(1)	$150.00	Each	No	New license
Roofing Registration Fee	Sec. 9-103	$75.00	Each	No	Renewal license
Roofing Permit Fee	Sec. 9-103	$50.00	Each	Yes	
Electrical					
Electrical Contractor **License**	Sec. 9-136	~~**$300.00**~~ **$200.00**	~~**First year or late renewals**~~ **Each**	No	**Expires June 30th each year**
~~**Electrical Contractor**~~	~~**Sec. 9-136**~~	~~**$100.00**~~	~~**Renewal license**~~	~~**No**~~	-
Electrical Permit Issuance Fee	Sec. 9-156	$0.04	Per sq ft	Yes	Minimum fee $50.00
Swimming Pool	Sec. 9-156(a)	$50.00		Yes	
Event Permit	Sec. 9-156(b)	$100.00	Each	Yes	For each generator electrically or mechanically

					driven ride and walk through attraction
Event Permit	Sec. 9-156(b)	$4.50	Per area	Yes	For each display having electric lighting
Temporary Power Pole etc.	Sec. 9-156(c)	$50.00	Each	Yes	
Residential Appliance	Sec. 9-156(d)	$5.00	Each	Yes	Each special circuit 220 volt or 50 amp and above
Power Apparatus	Sec. 9-156(e)	$100.00	Each	Yes	
Busways	Sec. 9-156(f)	$100.00	First 200 ft	Yes	
Busways	Sec. 9-156(f)	$4.50	Per 100 ft	Yes	For each additional or fraction thereof
Electrical for Signs	Sec. 9-156(g)	$35.00	Each	Yes	
Services	Sec. 9-156(h)	$75.00	<400 amps	Yes	
Services	Sec. 9-156(h)	$100.00	400—1,000 amps	Yes	
Services	Sec. 9-156(h)	$200.00	>1,000 amps	Yes	
Elevators	Sec. 9-156(h)	$75.00	Each	Yes	
Solar Energy	Sec. 9-164	$100.00	Each	Yes	
Mechanical					
~~**Unlimited**~~ Mechanical Contractor **License**	Sec. 9-206	~~**$170.00**~~ **$200.00**	~~**New license**~~ **Each**	No	**Expires June 30th each year**
~~**Unlimited Mechanical Contractor**~~	~~**Sec. 9-206**~~	~~**$75.00**~~	~~**Renewal license**~~	~~**No**~~	-
~~**Limited Mechanical Contractor**~~	~~**Sec. 9-206**~~	~~**$150.00**~~	~~**New license**~~	~~**No**~~	-
~~**Limited Mechanical Contractor**~~	~~**Sec. 9-206**~~	~~**$65.00**~~	~~**Renewal license**~~	~~**No**~~	-
Mechanical Permit Issuance Fee	Sec. 9-226	$0.04	Per sq ft	Yes	Minimum Fee $50.00
Installation or Relocation Furnace or Boiler	Sec. ~~**9-1**~~ **9-226(a)**	$35.00	<160,000 BTU/H	Yes	
Installation or Relocation Furnace or Boiler	Sec. ~~**9-1**~~ **9-226(b)**	$40.00	>160,000	Yes	

Package Units	Sec. ~~9-1~~ **9-226(c)**	$25.00		Yes	0—4 tons
Package Units	Sec. ~~9-1~~ **9-226(c)**	$50.00		Yes	5—25 tons
Package Units	Sec. ~~9-1~~ **9-226(c)**	$75.00		Yes	26—60 tons
Package Units	Sec. ~~9-1~~ **9-226(c)**	$150.00		Yes	>61 tons
Installation or Relocation Heater	Sec. ~~9-1~~ **9-226(d)**	$35.00		Yes	
Unit Replacement	Sec. ~~9-1~~ **9-226(e)**	$35.00		Yes	
Air Handling Unit	Sec. ~~9-1~~ **9-226(f)**	$75.00	Each	Yes	<2,000 cubic feet per minute
Air Handling Unit	Sec. ~~9-1~~ **9-226(g)**	$50.00	Each	Yes	>2,000 CFM
Evaporative Cooler	Sec. ~~9-1~~ **9-226(h)**	$35.00	Each	Yes	
Ventilation Fan	Sec. ~~9-1~~ **9-226(i)**	$35.00	Each	Yes	
Ventilation System	Sec. ~~9-1~~ **9-226(j)**	$35.00	Each	Yes	
Commercial Hood Vent	Sec. ~~9-1~~ **9-226(k)**	$75.00	Each	Yes	
Domestic Incinerator	Sec. ~~9-1~~ **9-226(l)**	$50.00	Each	Yes	
Commercial Incinerator	Sec. ~~9-1~~ **9-226(m)**	$75.00	Each	Yes	Commercial incinerator
Appliances	Sec. ~~9-1~~ **9-226(n)**	$35.00	Each	Yes	Appliances
Duct Installation	Sec. ~~9-1~~ **9-226(o)**	$0.04	Per sq ft	Yes	Minimum fee $35.00
Gas					
Fuel Gas Permit Issuance Fee	Sec. 9-292	$0.04	Per sq ft	Yes	Minimum fee $50.00
Gas Piping	Sec. 9-292(a)	$35.00	Each	Yes	Gas piping
Gas Piping Outlets	Sec. 9-292(b)	$5.00	Each	Yes	Gas piping outlets
Plumbing					
Plumbing Contractor **License**	Sec. 9-322	~~**$300.00**~~ **$200.00**	~~**New license**~~ **Each**	No	**Expires June 30th each year**
~~**Plumbing Contractor**~~	~~**Sec. 9-322**~~	~~**$50.00**~~	~~**Renewal license**~~	~~**No**~~	-
Plumbing Permit Issuance Fee	Sec. 9-342	$0.04	Per sq ft	Yes	Minimum fee $50.00
Building Sewer	Sec. ~~9-1~~ **9-342(a)**	$35.00	Each	Yes	
Rainwater System	Sec. ~~9-1~~ **9-342(b)**	$10.00	Per drain inside building	Yes	
On-Site Sewage Treatment System	Sec. ~~9-1~~ **9-342(c)**	$100.00	Each	No	

Water Heaters and/or Vent	Sec. ~~9-1~~ **9-342(d)**	$35.00	Each	Yes	
Commercial/Industrial Interceptor	Sec. ~~9-1~~ **9-342(e)**	$100.00	Each	Yes	
Installation Water Piping	Sec. ~~9-1~~ **9-342(f)**	$35.00		Yes	
Lawn Sprinkler	Sec. ~~9-1~~ **9-342(g)**	$35.00	Each	Yes	
Vacuum Breakers or Backflow Devices	Sec. ~~9-1~~ **9-342(h)**	$10.00	<4	Yes	
Vacuum Breakers or Backflow Devices	Sec. ~~9-1~~ **9-342(i)**	$5.00	>4	Yes	
Oil Separator	Sec. ~~9-1~~ **9-342(j)**	$100.00		Yes	
Commercial Grease Interceptor	Sec. ~~9-1~~ **9-342(k)**	$100.00		Yes	

SECTION 3. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations, Article III. – Electrical, Section 9-136, Licensing fees and requirements; is hereby amended to read as follows:

Section 9-136. – Licensing fees and requirements

(a) Application; issuance. The city shall, upon proper application and payment of fees, issue a contractor license to any person who has a valid electrical license for the same license period issued by the State of Oklahoma.

(b) There is hereby levied licensing fees for the electrical trade. See table located in section 9-47.

(c) It shall be unlawful for any person to engage in the trade or otherwise act as an electrical contractor, within the city without first having been qualified and licensed as such by the State of Oklahoma. It shall also be unlawful for any person to engage in the electrical trade or otherwise act as any type of electrical contractor within the city without first having been licensed by the city. The city shall issue a contractor license to any person, upon proper application, and payment of fees, who presents a valid license and proper identification at the time of application for the same license period issued by the State of Oklahoma.

(d) All city electrical trade licenses shall be for one (1) year but all such city licenses shall expire on the thirtieth day of June after they are issued, unless sooner revoked. Renewals shall be secured on or before the first day of July each year to be in effect from July 1 through June 30 of the following year. ~~**Licenses not renewed by the fifteenth day of August shall be assessed the fee.**~~ See table located in section 9-47.

(e) A license may be applied for and secured at any time during the year, but in no event shall the fee for such license be less than for a full year.

(f) An electrical contractor license shall not be transferred, loaned or assigned.

SECTION 4. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations, Article IV. – Mechanical, Section 9-206, Licensing fees and requirements; is hereby amended to read as follows:

Section 9-206. – Licensing fees and requirements

(a) Application; issuance. The city shall, upon proper application and payment of fees, issue a contractor license to any person who has a valid mechanical license for the same license period issued by the State of Oklahoma.

(b) There is hereby levied a schedule of license fees for the mechanical trade to be as follows: For unlimited and limited mechanical contractors see table located in section 9-47 for fees.

(c) It shall be unlawful for any person to engage in the trade or otherwise act as a mechanical contractor, within the city without first having been qualified and licensed as such by the State of Oklahoma. It shall also be unlawful for any person to engage in the mechanical trade or otherwise act as any type of mechanical contractor within the city without first having been licensed by the city. The city shall issue a contractor license to any person, upon proper application, and payment of fees, who presents a valid mechanical license and proper identification at the time of application for the same license period issued by the State of Oklahoma.

(d) All city mechanical trade licenses shall be for one (1) year and shall expire on the thirtieth day of June after the same are issued, unless sooner revoked. Renewals shall be secured on or before the first day of July of each year to be in effect from July 1 through June 30 of the following year. ~~**Licenses not renewed by the fifteenth day of August shall be assessed the fee for a new license.**~~

(e) A license may be applied for and secured at any time during the year, but in no event shall the fee for such license be less than for a full year.

(f) A mechanical contractor license shall not be transferred, loaned or assigned.

SECTION 5. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations, Article VI. – Plumbing, Section 9-322, Licensing fees and requirements; is hereby amended to read as follows:

Section 9-322. – Licensing fees and requirements

(a) Application; issuance. The city shall, upon proper application and payment of fees, issue a contractor license to any person who has a valid plumbing license for the same license period issued by the State of Oklahoma.

(b) There is hereby levied a schedule of license fees for the plumbing trade to be as follows in the table located in section 9-47.

(c) It shall be unlawful for any person to engage in the plumbing trade or otherwise act as a plumbing contractor within the city without first having been qualified and licensed as such by the State of Oklahoma. It shall also be unlawful for any person to engage in the plumbing trade or otherwise act as any type of plumbing contractor within the city without first having been licensed by the city. The city shall issue a

contractor license to any person, upon proper application, and payment of fees, who presents a valid plumbing license and proper identification at the time of application for the same license period issued by the State of Oklahoma.

(d) All city plumbing trade licenses shall be for one (1) year but all such city licenses and shall expire on the thirtieth day of June after the same are issued, unless sooner revoked. Renewals shall be secured on or before the first day of July of each year to be in effect from July 1 through June 30 of the following year. ~~**Licenses not renewed by the fifteenth day of August shall be assessed the fee for a new license.**~~

(e) A license may be applied for and secured at any time during the year, but in no event shall the fee for such license be less than for a full year.

(f) A master plumbers (plumbing contractors) license shall not be transferred, loaned or assigned.

SECTION 6. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations, Article VII. – Sign Regulations, Section 9-393, Political signs; is hereby amended to read as follows:

Section 9-322. – Political Signs.

(a) No more than one (1) political sign per street frontage per land parcel for each candidate and issue shall be allowed.

(b) Political signs must be removed within three (3) days after the election day.

(c) Political signs must be erected or placed a distance of no less than twelve (12) feet, measured horizontally from, and perpendicular to, the curb or, where there is no curb, other discernible edge of the street or road, on arterial streets. No setback is required along nonarterial streets; however, no political sign shall be placed or erected in a manner that would create a traffic hazard.

(d) The maximum display surface area of political signs is limited to thirty-two (32) square feet if the signs are located on arterial streets and eight (8) square feet if the signs are located on nonarterial streets.

(e) Any political sign erected or placed in violation of this Code shall be immediately removed by the city**,** and ~~**held until after the election. A fee of five dollars ($5.00) per sign shall be assessed to the owner of the property on which the sign was located, plus any administrative fees that may be added by the city clerk.**~~

~~**(f) The owner of any political signs removed and stored by the city may retrieve them within ten (10) days of the election upon paying a storage fee of one dollar ($1.00) per sign. Ten (10) days after the date of the election, any political signs remaining in the possession of the city will**~~ **shall** be deemed trash**,** and disposed of immediately.

SECTION 7. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8. SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____

ATTEST: RICHARD R. RICE, Mayor

_____

SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2026.

_____

DONALD D. MAISCH, City Attorney

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 9, BUILDING AND BUILDING REGULATIONS, ARTICLE I., IN GENERAL, SECTION 9-6., CODE AMENDED – INTERNATIONAL BUILDING CODE; SECTION 9-47., FEE TABLE; ARTICLE III, ELECTRICAL; SECTION 9-136, LICENSING FEES AND REQUIREMENTS; ARTICLE IV, MECHANICAL; SECTION 9-206, LICENSING FEES AND REQUIREMENTS; ARTICLE VI, PLUMBING; SECTION 9-322, LICENSING FEES AND REQUIREMENTS; ARTICLE VIII, SIGN REGULATIONS; SECTION 9-393, POLITICAL SIGNS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

SECTION 1. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations, Article I. – In General, Section 9-6, Code Amended – International Building Code; is hereby amended to read as follows:

Section 9-6 – Code amended – International Building Code

The building code adopted in Section 9-5 is amended and modified in the following respects:

102.4.1Conflicts. In the event two (2) or more codes conflict, the more restrictive code will apply.

104.1 Administrative and enforcement procedures. The regulations relating to building permits or certificates of occupancy shall be enforced by the Chief Building Official appointed by the City Manager. It shall be a violation of this Chapter for any person to change or permit the change in the use of land or buildings or structures or to erect, move, or improve any building or structure until a building permit or certificate of occupancy has been obtained under the conditions contained herein as set forth in this chapter.

104.2 Application for permit; when required. It shall be unlawful to construct, enlarge, alter or demolish a structure; or change the occupancy of a building or structure requiring greater strength, exit or sanitary provisions; or to change to another use without first filing an application with the Chief Building Official in writing and obtaining the required permit therefor. However ordinary repairs, as defined in Section 9-2, and which do not involve any violation of this Code, shall be exempt from this provision. The Chief Building Official may require every applicant for a building permit to furnish the following information:

(a) A site plan, drawn to scale, showing the exact size and location on the lot of all existing buildings and structures, and the exact size and location on the lot of the structure or building proposed to be repaired, altered, erected or moved, and the size.

(b) Additional information relating to the proposed improvement needed to determine compliance with these regulations.

(1) A survey, prepared by an engineer or land surveyor registered in the State of Oklahoma, of the boundaries of the lot on which the improvement is proposed to be located.

(2) A survey, prepared by an engineer or land surveyor registered in the State of Oklahoma, which shows the topographic characteristics of the site at a contour interval of not less than two (2) feet and also shows the exact size, shape, and dimensions of the lot to be built upon.

(3) Or any other documentation as deemed necessary to the Chief Building Official to determine compliance with this code.

Nothing contained herein shall modify or alter the requirements contained in Appendix A, Zoning.

105.2 Repairs and maintenance. Application or notice to the Chief Building Official is not required for ordinary repairs to structures, but such repairs shall not include the cutting away of any wall, partition or portion thereof; the removal or cutting of any structural beam or bearing support; the removal or change of any required means of egress; or the rearrangement of parts of a structure affecting the exit requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping; electric wiring; or mechanical or other work affecting public health or general safety.

105.10 Demolition permit requirements. A permit is required for the demolition of any building in excess of one hundred twenty (120) square feet. For residential demolition and all noncommercial buildings, the project shall commence within ten (10) days of issuance of permit and shall be completed and cleaned up within the next twenty (20) calendar days. For all other structures/buildings, the project shall commence within ten (10) days of issuance of a permit and shall be completed and cleaned up within the next forty-five (45) calendar days. Extensions may be granted by the Chief Building Official upon written request. Fee in Table located in Section 9-47.

107.3.1 Approved plans.

(a) In addition, lot inspections required with the issuance of building permit. As one of the requirements for the issuance of a building permit, an applicant applying for said building permit on new structures shall be required to have an on-site

meeting with a designated representative of the City. The applicant and designated city representative will discuss the drainage plan for the subject lot and what improvements will be needed to meet the requirements of the drainage plan, such as the installation of a retaining wall or any needed drainage improvements. Fee Table located in Section 9-47.

108.2 Schedule of permit or inspection *fees.* On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit or inspection as contained in Table located in Section 9-47 shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

(a) Plan review fees: At the time an application for permit (commercial in Table located in Section 9-47) is submitted to the Chief Building Official it shall be paid and shall not be refundable. This fee shall be known as a plan review fee. The plan review fee shall be subtracted from the fee prescribed in this section when the permit is issued by the Chief Building Official.

(b) For a permit for construction, alteration, remodel, or installation of a building or structure, shall pay the fee. The fee shall include the following:

(1) Capital improvement fee;

(2) Sidewalk fee;

(3) Conversion from residential to commercial uses requires Capital improvement and Sidewalk fee;

(4) Commercial Remodel requires Capital Improvement and Sidewalk fee;

(5) New warehouse and agricultural requires Capital Improvement and Sidewalk fee;

(6) Non-residential additions: The fee for a non-residential addition shall be the same fee as would be charged for new construction.

(c) Accessory buildings, carports, patio cover, retaining walls and fences:

(1) The fee for accessory buildings of two hundred fifty (250) square feet or less in area.

(2) Accessory building greater than two hundred fifty (250) square feet in area but less than ten thousand (10,000) square feet in area.

(3) The fee for accessory buildings more than ten thousand (10,000) square feet in area.

(d) Miscellaneous inspections (no permit).

(e) Reinspection fee.

(f) Refunds: In the case of a revocation of a permit or abandonment or discontinuance of a building project, there shall be no refunds.

(g) Fees for inspections of school or government construction, alteration, remodel, or installation of a building or structure can be found in Section 9-47.

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be charged three times the normal rate as identified in the Table located in Section 9-47. If work was done in an emergency situation and permit has been applied for on the first business day following fee may be waived by the City Manager.

110.0 Certificate of occupancy (CO).

(a) Certificate of occupancy; fee. See Table located in Section 9-47. No change shall be made in the use of any building until a certificate of occupancy is obtained from the Chief Building Official certifying:

(1) That all the provisions of this Code are met; and

(2) That all required federal and/or state permits or licenses have been issued and copies have been received by the City, unless otherwise required under federal or state law and all federal and/or state statutory and/or regulatory requirements have been met.

(b) Whenever a building permit is issued for the erection of a new building or structure, an occupancy permit shall be required prior to being occupied. Any business operating without a valid certificate of occupancy shall be in violation of this section. Penalties include citations of seven hundred fifty dollars ($750.00) plus court cost, each day is a separate violation. If life safety issues are present as defined by the electrical and fire codes, the disconnecting of utilities to include water, electric and gas may also be used for enforcement.

(1) The fee for all commercial or industrial certificates of occupancy for a new building or for a change in occupancy is set in Table located in Section 9-47.

(c) A temporary CO will only be issued for a one time thirty-day period at the discretion of the Chief Building Official and only if all life, safety requirements have been met. All requirements of the final building inspection will be satisfied on or before the expiration date of this Temporary Certificate of Occupancy. Failing to obtain a permanent certificate of occupancy on or before the expiration date may result in citations and the disconnecting of utilities to include water, electric and gas.

(d) One- and two-family residences are exempt from the requirements of this section; they are governed by the requirements of the International Residential Code.

113.1 Appeal process. An appeal may be taken to the Chief Building Official from any ruling, interpretation, requirement, or decision made by the building inspector, by filing within ten (10) business days from the building inspector's ruling, interpretation, requirement, or decision a statement in writing of the issues to be considered on appeal. The Chief Building Official shall review, within three (3) business days of receipt of appeal. The Chief Building Official shall issue a decision, in writing, and deliver the decision to the person who made the statement. If the Chief Building Official overturns the decision of the building inspector, no further appeal is necessary. If the Chief Building Official upholds the building inspector's decision, the appeal will proceed to the Trades' Advisory Board, as established in Section 9-48. The Trades' Advisory Board shall review the decision of the building inspector, the decision of the Chief Building Official, the statement filed and conduct a hearing within thirty (30) days of the decision of the Chief Building Official. In such matter appealed, the Trades' Advisory Board shall rule to uphold or overturn the Chief Building Official's decision. All decisions of the Trades' Advisory Board shall be in writing and issued to the Chief Building Official and the person who issued the written statement. Any appeal from a decision of the Trades' Advisory Board shall be to the City Council by filing the appeal request with the City Clerk. Any appeal to the City Council shall be filed within thirty (30) days of the date of the decision from the Trades' Advisory Board. The City Council shall hear the appeal at a regularly scheduled meeting and make a decision. Any appeal of the decision of the City Council shall be filed in the Oklahoma State District Court, for Oklahoma County. Any appeal shall be filed within thirty (30) days of the date of the decision from the Trades' Advisory Board.

SECTION 2. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations, Article I. – In General, Section 9-47, Fee Table; is hereby amended to read as follows:

(a) Pursuant to Oklahoma Statutes, Title 59, a four dollars and fifty cents ($4.50) fee for all permits associated with a code governed by a code located in Section 9-5 shall be remitted to the state treasury.

Permit/License	Code	Cost	Unit	*CPI Indexed	Notes
All/General					
Lot Inspection	Secs. 9-6—9-7	$50.00		No	
Reinspection fee	Sec. 9-87(c); Sec. 9-156(i)(1);	$50.00	Each	No	First reinspection

	Sec. 9-157(c); Sec. 9-226; Sec. 9-1(p)(1); Sec. 9-1(c); Sec. 9-293(c); Sec. 9-1(l)(1); Sec. 9-343(c)				
Additional Reinspection fee	Sec. 9-87(c); Sec. 9-156(i)(1); Sec. 9-157(c); Sec. 9-226; Sec. 9-1(p)(1); Sec. 9-1(c); Sec. 9-293(c); Sec. 9-1(l)(1); Sec. 9-343(c)	$100.00	Each	No	For each reinspection after an initial reinspection
Inspections outside normal business hours	Sec. 9-156(i)(1); Sec. 9-226; Sec. 9-1(p)(1); Sec. 9-1(l)(1)	$200.00 $75.00	First hour Each additional hour	No	After hours inspections
Building					
Miscellaneous inspections	Sec. 9-6 Sec. 9-7, ¶108.2 (d)	$50.00	Flat fee	No	
Plan Review Fee	Sec. 9-6 Sec. 9-7, ¶108.2 (a)	25% of the estimated permit fee		No	Minimum fee $50.00
Capital Improvement Fee—Remodel	Sec. 9-6 Sec. 9-7, ¶108.2(1)	$13.00	Per $10,000.00 estimated cost of remodel	Yes	To be included with commercial remodel, residential remodel, and conversions from residential to commercial
Sidewalk Fee—Remodel	Sec. 9-6 Sec. 9-7 ¶108.2(2),	$1.00	Per $10,000.00 estimated cost of remodel	Yes	To be included with commercial remodel, residential remodel, and conversions from residential to commercial

Commercial Capital Improvement Fee—New	Sec. 9-6 Sec. 9-7, ¶108.2 (b) (1)	$0.13	Per sq ft	Yes	To be included with new commercial, commercial additions, and certain accessory buildings
Commercial Sidewalk Fee—New	Sec. 9-6 Sec. 9-7, ¶108.2 (b) (2)	$0.06	Per sq ft	Yes	To be included with new commercial, commercial additions, and certain accessory buildings
Residential Capital Improvement Fee—New	Sec. 9-7(b)	$0.13	Per sq ft	Yes	To be included with new residential, residential additions, and certain accessory buildings
Residential Sidewalk Fee—New	Sec. 9-7(b)	$0.02	Per sq ft	Yes	To be included with new residential, residential additions, and certain accessory buildings
Certificate of Occupancy	Sec. 9-6 Sec. 9-7, ¶110.0	$150.00		No	
Commercial—New	Sec. 9-6 ¶108.2 (b)	$0.04 for first 10,000 sq ft then $0.02 after	Per sq ft	Yes	PLUS: Commercial Capital Improvement Fee—New and Commercial Sidewalk Fee—New
Commercial—Warehouse and Agricultural	Sec. 9-6 ¶108.2 (b)	$0.03 for first 10,000 sq ft then $0.01 after	Per sq ft	Yes	PLUS: Commercial Capital Improvement Fee—New and Commercial Sidewalk Fee—New
Nonresidential Additions	Sec. 9-6 ¶108.2 (b)	$0.04 for first 10,000 sq ft then		Yes	Minimum fee $50.00 PLUS: Commercial Capital Improvement Fee—New and

		$0.02 after			Commercial Sidewalk Fee—New
Commercial Remodeling, Conversion from Residential to Commercial	Sec. 9-6 ¶108.2(b)	$4.00	Per $1,000.00 estimated cost of remodel	Yes	Minimum fee $50.00 PLUS: Capital Improvement Fee—Remodel and Sidewalk Fee—Remodel
School/Government Building Inspection Fees - New	Sec. 9-6 ¶108.2(g)	$0.04 for first 10,000 sq ft then $0.02 after		Yes	Minimum fee $50.00 PLUS: Commercial Capital Improvement Fee—New and Commercial Sidewalk Fee—New
School/Government Building Inspection Fees - Remodel	Sec. 9-6 ¶108.2(g)	$4.00	Per $1,000.00 estimated cost of remodel	Yes	Minimum fee $50.00 PLUS: Capital Improvement Fee—Remodel and Sidewalk Fee—Remodel
Residential—New, Additions	Sec. 9-7(b)	$0.05	Per sq ft	Yes	Minimum fee $50.00 PLUS: Residential Capital Improvement Fee—New and Residential Sidewalk Fee—New
Residential—Alteration, Remodel	Sec. 9-7(b)	$3.00	Per $1,000.00 estimated cost of remodel	Yes	Minimum fee $50.00 PLUS: Capital Improvement Fee—Remodel and Sidewalk Fee—Remodel
Accessory Building (sq ft <250)	Sec. 9-6 Sec. 9-7	$50.00	Flat fee	No	
Accessory Building (250< sq ft <10,000)	Sec. 9-6 Sec. 9-7, ¶108.2(c)(2)	$0.05	Per sq ft	Yes	Minimum fee $50.00 PLUS: Residential Capital

					Improvement Fee—New and Residential Sidewalk Fee—New
Accessory Building (<10,000 sq ft)	Sec. 9-6 Sec. 9-7, 108.2(c)(3)	$0.02	Per sq ft	Yes	PLUS: Residential Capital Improvement Fee—New and Residential Sidewalk Fee—New
Carports, patio covers etc.	Sec. 9-6 Sec. 9-7, ¶108.2(c)	$50.00	Flat fee	No	
Demolition Permit	Sec. 9-6 Sec. 9-7, ¶105.10	$100.00	Per structure	No	
Retaining Walls	Sec. 9-6 Sec. 9-7, 108.2(c),	$50.00	Flat fee	No	
Fences	Sec. 9-6 Sec. 9-7, ¶108.2(c)	$50.00	Flat fee	No	
Commercial Usage Change of Ownership Compliance	Sec. 9-99	$100.00	Per inspection	No	
Roofing Registration Fee	Sec. 9-94(c)(1)	$150.00	Each	No	New license
Roofing Registration Fee	Sec. 9-103	$75.00	Each	No	Renewal license
Roofing Permit Fee	Sec. 9-103	$50.00	Each	Yes	
Electrical					
Electrical Contractor License	Sec. 9-136	$200.00	Each	No	Expires June 30th each year
Electrical Permit Issuance Fee	Sec. 9-156	$0.04	Per sq ft	Yes	Minimum fee $50.00
Swimming Pool	Sec. 9-156(a)	$50.00		Yes	
Event Permit	Sec. 9-156(b)	$100.00	Each	Yes	For each generator electrically or mechanically driven ride and walk through attraction
Event Permit	Sec. 9-156(b)	$4.50	Per area	Yes	For each display having electric lighting

Temporary Power Pole etc.	Sec. 9-156(c)	$50.00	Each	Yes	
Residential Appliance	Sec. 9-156(d)	$5.00	Each	Yes	Each special circuit 220 volt or 50 amp and above
Power Apparatus	Sec. 9-156(e)	$100.00	Each	Yes	
Busways	Sec. 9-156(f)	$100.00	First 200 ft	Yes	
Busways	Sec. 9-156(f)	$4.50	Per 100 ft	Yes	For each additional or fraction thereof
Electrical for Signs	Sec. 9-156(g)	$35.00	Each	Yes	
Services	Sec. 9-156(h)	$75.00	<400 amps	Yes	
Services	Sec. 9-156(h)	$100.00	400—1,000 amps	Yes	
Services	Sec. 9-156(h)	$200.00	>1,000 amps	Yes	
Elevators	Sec. 9-156(h)	$75.00	Each	Yes	
Solar Energy	Sec. 9-164	$100.00	Each	Yes	
Mechanical					
Mechanical Contractor License	Sec. 9-206	$200.00	Each	No	Expires June 30th each year
Mechanical Permit Issuance Fee	Sec. 9-226	$0.04	Per sq ft	Yes	Minimum Fee $50.00
Installation or Relocation Furnace or Boiler	Sec. 9-226(a)	$35.00	<160,000 BTU/H	Yes	
Installation or Relocation Furnace or Boiler	Sec. 9-226(b)	$40.00	>160,000	Yes	
Package Units	Sec. 9-226(c)	$25.00		Yes	0—4 tons
Package Units	Sec. 9-226(c)	$50.00		Yes	5—25 tons
Package Units	Sec. 9-226(c)	$75.00		Yes	26—60 tons
Package Units	Sec. 9-226(c)	$150.00		Yes	>61 tons
Installation or Relocation Heater	Sec. 9-226(d)	$35.00		Yes	
Unit Replacement	Sec. 9-226(e)	$35.00		Yes	
Air Handling Unit	Sec. 9-226(f)	$75.00	Each	Yes	<2,000 cubic feet per minute
Air Handling Unit	Sec. 9-226(g)	$50.00	Each	Yes	>2,000 CFM
Evaporative Cooler	Sec. 9-226(h)	$35.00	Each	Yes	
Ventilation Fan	Sec. 9-226(i)	$35.00	Each	Yes	
Ventilation System	Sec. 9-226(j)	$35.00	Each	Yes	

Commercial Hood Vent	Sec. 9-226(k)	$75.00	Each	Yes	
Domestic Incinerator	Sec. 9-226(l)	$50.00	Each	Yes	
Commercial Incinerator	Sec. 9-226(m)	$75.00	Each	Yes	Commercial incinerator
Appliances	Sec. 9-226(n)	$35.00	Each	Yes	Appliances
Duct Installation	Sec. 9-226(o)	$0.04	Per sq ft	Yes	Minimum fee $35.00
Gas					
Fuel Gas Permit Issuance Fee	Sec. 9-292	$0.04	Per sq ft	Yes	Minimum fee $50.00
Gas Piping	Sec. 9-292(a)	$35.00	Each	Yes	Gas piping
Gas Piping Outlets	Sec. 9-292(b)	$5.00	Each	Yes	Gas piping outlets
Plumbing					
Plumbing Contractor License	Sec. 9-322	$200.00	Each	No	Expires June 30th each year
Plumbing Permit Issuance Fee	Sec. 9-342	$0.04	Per sq ft	Yes	Minimum fee $50.00
Building Sewer	Sec. 9-342(a)	$35.00	Each	Yes	
Rainwater System	Sec. 9-342(b)	$10.00	Per drain inside building	Yes	
On-Site Sewage Treatment System	Sec. 9-342(c)	$100.00	Each	No	
Water Heaters and/or Vent	Sec. 9-342(d)	$35.00	Each	Yes	
Commercial/Industrial Interceptor	Sec. 9-342(e)	$100.00	Each	Yes	
Installation Water Piping	Sec. 9-342(f)	$35.00		Yes	
Lawn Sprinkler	Sec. 9-342(g)	$35.00	Each	Yes	
Vacuum Breakers or Backflow Devices	Sec. 9-342(h)	$10.00	<4	Yes	
Vacuum Breakers or Backflow Devices	Sec. 9-342(i)	$5.00	>4	Yes	
Oil Separator	Sec. 9-342(j)	$100.00		Yes	
Commercial Grease Interceptor	Sec. 9-342(k)	$100.00		Yes	

SECTION 3. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations, Article III. – Electrical, Section 9-136, Licensing fees and requirements; is hereby amended to read as follows:

Section 9-136. – Licensing fees and requirements

(a) Application; issuance. The city shall, upon proper application and payment of fees, issue a contractor license to any person who has a valid electrical license for the same license period issued by the State of Oklahoma.

(b) There is hereby levied licensing fees for the electrical trade. See table located in section 9-47.

(c) It shall be unlawful for any person to engage in the trade or otherwise act as an electrical contractor, within the city without first having been qualified and licensed as such by the State of Oklahoma. It shall also be unlawful for any person to engage in the electrical trade or otherwise act as any type of electrical contractor within the city without first having been licensed by the city. The city shall issue a contractor license to any person, upon proper application, and payment of fees, who presents a valid license and proper identification at the time of application for the same license period issued by the State of Oklahoma.

(d) All city electrical trade licenses shall be for one (1) year but all such city licenses shall expire on the thirtieth day of June after they are issued, unless sooner revoked. Renewals shall be secured on or before the first day of July each year to be in effect from July 1 through June 30 of the following year. See table located in section 9-47.

(e) A license may be applied for and secured at any time during the year, but in no event shall the fee for such license be less than for a full year.

(f) An electrical contractor license shall not be transferred, loaned or assigned.

SECTION 4. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations, Article IV. – Mechanical, Section 9-206, Licensing fees and requirements; is hereby amended to read as follows:

Section 9-206. – Licensing fees and requirements

(a) Application; issuance. The city shall, upon proper application and payment of fees, issue a contractor license to any person who has a valid mechanical license for the same license period issued by the State of Oklahoma.

(b) There is hereby levied a schedule of license fees for the mechanical trade to be as follows: For unlimited and limited mechanical contractors see table located in section 9-47 for fees.

(c) It shall be unlawful for any person to engage in the trade or otherwise act as a mechanical contractor, within the city without first having been qualified and licensed as such by the State of Oklahoma. It shall also be unlawful for any person to engage in the mechanical trade or otherwise act as any type of mechanical contractor within the city without first having been licensed by the city. The city shall issue a contractor license to any person, upon proper application, and payment

of fees, who presents a valid mechanical license and proper identification at the time of application for the same license period issued by the State of Oklahoma.

(d) All city mechanical trade licenses shall be for one (1) year and shall expire on the thirtieth day of June after the same are issued, unless sooner revoked. Renewals shall be secured on or before the first day of July of each year to be in effect from July 1 through June 30 of the following year.

(e) A license may be applied for and secured at any time during the year, but in no event shall the fee for such license be less than for a full year.

(f) A mechanical contractor license shall not be transferred, loaned or assigned.

SECTION 5. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations, Article VI. – Plumbing, Section 9-322, Licensing fees and requirements; is hereby amended to read as follows:

Section 9-322. – Licensing fees and requirements

(a) Application; issuance. The city shall, upon proper application and payment of fees, issue a contractor license to any person who has a valid plumbing license for the same license period issued by the State of Oklahoma.

(b) There is hereby levied a schedule of license fees for the plumbing trade to be as follows in the table located in section 9-47.

(c) It shall be unlawful for any person to engage in the plumbing trade or otherwise act as a plumbing contractor within the city without first having been qualified and licensed as such by the State of Oklahoma. It shall also be unlawful for any person to engage in the plumbing trade or otherwise act as any type of plumbing contractor within the city without first having been licensed by the city. The city shall issue a contractor license to any person, upon proper application, and payment of fees, who presents a valid plumbing license and proper identification at the time of application for the same license period issued by the State of Oklahoma.

(d) All city plumbing trade licenses shall be for one (1) year but all such city licenses and shall expire on the thirtieth day of June after the same are issued, unless sooner revoked. Renewals shall be secured on or before the first day of July of each year to be in effect from July 1 through June 30 of the following year.

(e) A license may be applied for and secured at any time during the year, but in no event shall the fee for such license be less than for a full year.

(f) A master plumbers (plumbing contractors) license shall not be transferred, loaned or assigned.

SECTION 6. That the Midwest City Municipal Code, Chapter 9, Buildings and Building Regulations, Article VII. – Sign Regulations, Section 9-393, Political signs; is hereby amended to read as follows:

Section 9-322. – Political Signs.

(a) No more than one (1) political sign per street frontage per land parcel for each candidate and issue shall be allowed.

(b) Political signs must be removed within three (3) days after the election day.

(c) Political signs must be erected or placed a distance of no less than twelve (12) feet, measured horizontally from, and perpendicular to, the curb or, where there is no curb, other discernible edge of the street or road, on arterial streets. No setback is required along nonarterial streets; however, no political sign shall be placed or erected in a manner that would create a traffic hazard.

(d) The maximum display surface area of political signs is limited to thirty-two (32) square feet if the signs are located on arterial streets and eight (8) square feet if the signs are located on nonarterial streets.

(e) Any political sign erected or placed in violation of this Code shall be immediately removed by the city**,** and shall be deemed trash, and disposed of immediately.

SECTION 7. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 8. SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions of the ordinance.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____

ATTEST: RICHARD R. RICE, Mayor

_____

SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2026.

_____

DONALD D. MAISCH, City Attorney

Ashley Duncan, Fire Marshal
8201 E. Reno Avenue
Midwest City, OK 73130
(405)739-1340
ADuncan@midwestcityok.org

To: Mayor and Members of the City Council

From: Ashley Duncan, Fire Marshal

Date: July 28, 2026

RE: Discussion, consideration and possible action of an ordinance amending the Midwest City Municipal Code an ordinance amending the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention; Article III, Fire Prevention Codes and Standards; Division 2, Fire Prevention Codes; Section 15-55, International Fire Code Adopted; Section 15-56, Permits and Fees; Section 15-60, New Construction System Inspection or Inspection for Alterations at Fifty Percent or Greater; Division 4, Fire Suppression and Detection Systems; Section 15-72, Alarm and Detection System Plan Review; Fee, Section 15-73, Sprinkler Systems; Article IV, Open Burning; Adding Section 15-114 Open Flame Cooking Devices; and Providing for Repealer and Severability.

- **15-56 – Permits and Fees** *(Clarification/Revision)*
  (1) Section 105.6. This section was included as part of a previous ordinance package in which certain provisions were adopted while others were not. The partial adoption created gaps and inconsistencies within the ordinance, resulting in provisions that cannot be effectively administered or enforced.

- **15-60 – New Construction System Inspection or Inspection for Alterations at Fifty Percent or Greater** *(Clarification/Revision)*
  Revised language has been added (to replace existing verbiage) to accurately reflect **all** inspections conducted by the Fire Marshal's Office for newly installed and modified fire protection and life safety systems.

- **15-72 – Alarm and Detection Systems Plan Review; Fee** *(Minor Verbiage Clarification)*
  Clarification to reflect current operational procedures, specifically that paper plan submittals are no longer accepted and all plans must be submitted digitally.

- **15-73 – Sprinkler Systems** *(Minor Verbiage Clarification)*
  Requested clarification to align the language with the updated verbiage contained in Section 15-72 regarding digital plan submittals and formatting consistencies.

- **15-114 – Open Flame Cooking Devices** *(New Ordinance Proposal)*

  Charcoal burners and other open-flame cooking devices shall not be stored or operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

- **Section 15-55 – Adoption of 2024 IFC and addition of 2024 IFC APPENDIX D -** Fire Apparatus Access Roads

The requested changes have been reviewed and are recommended for approval by the OOCC to the City Council.

Action is at the discretion of the City Council

Respectfully submitted,



Ashley Duncan, Fire Marshal

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 15, FIRE PROTECTION AND PREVENTION; ARTICLE III, FIRE PREVENTION CODES AND STANDARDS; DIVISION 2, FIRE PREVENTION CODES; SECTION 15-55, INTERNATIONAL FIRE CODE ADOPTED; SECTION 15-56, PERMITS AND FEES; SECTION 15-60, NEW CONSTRUCTION SYSTEM INSPECTION OR INSPECTION FOR ALTERATIONS AT FIFTY PERCENT OR GREATER; DIVISION 4, FIRE SUPPRESSION AND DETECTION SYSTEMS; SECTIONS: 15-72, ALARM AND DETECTION SYSTEM PLAN REVIEW; FEE; 15-73, SPRINKLER SYSTEMS; ARTICLE IV, OPEN BURNING; SECTION 15-114, OPEN FLAME COOKING DEVICES; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention; Article III, Fire Prevention Codes and Standards; Division 2, Fire Prevention Codes: Section 15-55, International Fire Code adopted, is hereby amended to read as follows:

Section 15-55, International Fire Code adopted.

The ~~2018~~ 2024 International Fire Code as adopted and modified by the State of Oklahoma through the Oklahoma Uniform Building Code commission is hereby adopted by reference as if set out at length in this Code, save and except any portions which may hereinafter be deleted, modified or amended. Additionally, Appendix D of the 2024 International Fire Code is hereby adopted by reference.

Section 2. That the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention; Article III, Fire Prevention Codes and Standards; Division 2, Fire Prevention Codes: Section 15-56, Permits and fees, is hereby amended to read as follows:

Section 15-56, Permits and fees.

The ~~2018~~ 2024 International Fire Code is hereby amended by repealing:

~~(1) Section 105.6 "Required operational permits," except for the following provisions which are adopted by and made part of this Code:~~

~~a. Section 105.6.1 Aerosol products. .....~~
~~1. Permit, per location .....$50.00~~
~~b. Section 105.6.2 Amusement buildings. .....~~
~~1. Permit, per location .....$75.00~~

c. Section 105.6.3 Aviation facilities. .....

1. Permit, per location $50.00

d. Section 105.6.4 Carbon dioxide systems used in beverage dispensing applications. .....

1. Permit, per location $100.00

e. Section 105.6.5 Carnivals and fairs. .....

1. Permit, see Chapter 7, Article IV, Sections 7-50 through 7-52 .....

f. Section 105.6.6 Cellulose nitrate film. .....

1. Permit, per location $50.00

g. Section 105.6.7 Combustible dust-producing operations. .....

1. Permit, per location $50.00

h. Section 105.6.8 Combustible fibers. .....

1. Permit, per location $50.00

i. Section 105.6.9 Compressed gases. .....

1. Permit, per location $50.00

j. Section 105.6.10 Covered and open mall buildings. .....

1. Permit, per location $100.00

k. Section 105.6.11 Cryogenic fluids. .....

1. Permit, per location $50.00

l. Section 105.6.12 Cutting and welding. .....

1. Permit, per location $50.00

m. Section 105.6.13 Dry cleaning. .....

1. Permit, per location $50.00

n. Section 105.6.14 Exhibits and trade shows. .....

1. Permit, per location $50.00

o. Section 105.6.15 Explosives. .....

1. Permit, per location $50.00

p. Section 105.6.16 Fire hydrants and valves. .....

1. Permit, per location $50.00

q. Section 105.6.17 Flammable and combustible liquids. .....

1. Permit, per location $75.00

r. Section 105.6.18 Floor finishing. .....

1. Permit, per location $50.00

s. Section 105.6.19 Fruit and crop ripening. .....

1. Permit, per location $50.00

t. Section 105.6.20 Fumigation and insecticidal fogging. .....

1. Permit, per location $50.00

u. Section 105.6.21 Hazardous materials. .....

1. Permit, per location $75.00

v. Section 105.6.22 HPM facilities. .....

1. Permit, per location $100.00

w. Section 105.6.23 High piled storage. .....

1. Permit, per location $50.00

x. Section 105.6.24 Hot work operation. .....

1. Permit, per location $50.00

y. Section 105.6.25 Industrial ovens. .....

1. Permit, per location $100.00

z. Section 105.6.26 Lumber yard and woodworking plants. .....

1. Permit, per location $50.00

aa. Section 105.6.27 Liquid-or-gas fueled vehicles or equipment in assembly buildings. .....

1. Permit, per location $50.00

bb. Section 105.6.28 LP-gas. .....

1. Permit, per location $100.00

cc. Section 105.6.29 Magnesium. .....

1. Permit, per location $50.00

dd. Section 105.6.30 Miscellaneous combustible storage. .....

1. Permit, per location $50.00

ee. Section 105.6.31 Motor fuel-dispensing facilities. .....

1. Permit, per location $50.00

ff. Section 105.6.32 Open burning. .....

1. See Midwest City Ordinance Chapter 15, Article IV Section 15-113 .....

gg. Section 105.6.33 Open flame and torches. .....

1. Permit, per location $50.00

hh. Section 105.6.34 Open flames and candles. .....

1. Permit, per location $50.00

ii. Section 105.6.35 Organic coatings. .....

1. Permit, per location $50.00

jj. Section 105.6.36 Places of assembly. .....

1. Permit, per location $50.00

kk. Section 105.6.37 Private fire hydrants. .....

1. Permit, per location $50.00

ll. Section 105.6.38 Pyrotechnic special effects material. .....

1. Permit, per location $50.00

mm. Section 105.6.39 Proxylin plastics. .....

1. Permit, per location $50.00

nn. Section 105.6.40 Refrigeration equipment. .....

1. Permit, per location $50.00

oo. Section 105.6.41 Repair garages and motor fuel dispensing. .....

1. Permit, per location $50.00

pp. Section 105.6.42 Rooftop heliports. .....

1. Permit, per location $50.00

qq. Section 105.6.43 Spraying or dipping. .....

1. Permit, per location $75.00

rr. Section 105.6.44 Storage of tires and tire by-products. .....

1. Permit, per location $50.00

ss. Section 105.6.45 Temporary membrane and tents. .....

1. Permit, per location $50.00

tt. Section 105.6.46 Tire-rebuilding plants. .....

1. Permit, per location $50.00

uu. Section 105.6.47 Waste handling. .....

~~1. Permit, per location .....$50.00~~

~~vv. Section 105.6.48 Wood products. .....~~

~~1. Permit, per location .....$50.00~~

~~(2)~~ Section 105.7 "Required construction permits," except for the following provisions which are adopted by and made paid of this Code:

a. Section 105.7.1 Automatic fire-extinguishing systems (kitchen hood suppression modifications). .....
   1. Permit, per location.....Midwest City ordinance section 15-73
   2. Hood Suppression System: Permit, per location $100.00
   3. Hood Suppression system Modification: Permit, per location $50.00

b. Section 105.7.3 Compressed gases. .....
   1. Permit, per location $50.00

c. Section 105.7.4 Cryogenic fluids. .....
   1. Permit, per location $50.00

d. Section 105.7.5 Emergency responder radio coverage. .....
   1. Permit, per location $50.00

e. Section 105.7.6 Fire alarm and detection systems. .....
   1. Permit, per location.....Midwest City ordinance section 15-72

f. Section 105.7.7 Fire pumps and equipment. .....
   1. Permit, per location $50.00

g. Section 105.7.8 Flammable and combustible liquids. .....
   1. Permit, per location $50.00

h. Section 105.7.9 Gates and barricades. .....
   1. Permit, per location $50.00

i. Section 105.7.10 Hazardous materials. .....
   1. Permit, per location $50.00

j. Section 105.7.11 Industrial ovens. .....
   1. Permit, per location $50.00

k. Section 105.7.12 LP-gas. .....
   1. Permit, per location $50.00

l. Section 105.7.13 Private fire hydrants. .....
   1. Permit, per location $50.00

m. Section 105.7.14 Smoke control or smoke exhaust systems. .....
   1. Permit, per location $50.00

n. Section 105.7.15 Solar photovoltaic power systems. .....
   1. Permit, per location $50.00

o. Section 105.7.16 Spraying or dipping. .....
   1. Permit, per location $50.00

p. Section 105.7.17 Standpipe systems. .....
   1. Permit, per location $50.00

q. Section 105.7.18 Temporary membrane structures and tents. .....
   1. Permit, per location $50.00

r. Section 105.7.19 Underground fire line/fire department connection (FDC). .....
   1. Permit, per location $50.00

The ~~2018~~ 2024 International Fire Code is hereby amended by modifying Appendix D, Section D107.1 from thirty (30) dwelling units to fifty (50) dwelling units.

Section 3. That the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention; Article III, Fire Prevention Codes and Standards; Division 2, Fire Prevention Codes: Section 15-60, New construction system inspection or inspection for alterations at fifty percent or greater, is hereby amended to read as follows:

Section 15-60, New construction system inspection or inspection for alterations at fifty percent or greater.

(a) New construction fire protection acceptance testing fee and/or fifty (50) percent fire protection alteration fee:
  (1) Fee, per system, per system type one hundred dollars ($100.00), inspection fee is in addition to the plan review cost per Midwest City ordinance subsection 15-72(d) and Midwest City ordinance subsection 15-73(h).
  (2) Initial re-inspection: Fee, per location or per violation or per fire protection system is $150.00.
  (3) Subsequent re-inspection: Fee, per location or per violation or per fire protection system is $200.00.

(b) Required fire protection new construction and/or fifty (50) percent fire protection alteration inspections are:
  (1) ~~Fire line underground:~~ Fire Suppression System inspection, includes:
    a. ~~Visual underground approval .....$ 50.00~~ Fire Suppression 50%;
    b. ~~Underground flush .....$ 50.00~~ Fire Suppression System Hydrostatic/Air Test; and
    c. ~~Hydrostatic test .....$ 50.00~~ Fire Suppression System Acceptance Test.
  (2) ~~Sprinkler systems:~~ Fire Alarm System inspection, includes:
    a. ~~Hydrostatic test .....$ 50.00~~ Fire Alarm 50%; and
    b. ~~Dry pipe and double interlock preaction system(s) air test .....$ 50.00~~ Fire Alarm Acceptance Testing.
  (3) ~~Building access control system acceptance:~~ Pre-Engineered System(s) inspection, includes:
    a. ~~Fee, per system .....$100.00~~ Pre-Engineered Acceptance Test
  (4) ~~Mobile food vending:~~ Miscellaneous System inspections, include:
    a. ~~Fee, per vendor per year .....$ 25.00~~ CO2 System Acceptance Test; and
    b. Fire Pump Acceptance test.
  ~~(5) Re-inspection:~~
    ~~a. Initial re-inspection: Fee, per location or per violation or per fire protection system .....$150.00~~
    ~~b. Subsequent re-inspection: Fee, per location or per violation or per fire protection system .....$200.00~~

Section 4. That the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention; Article III, Fire Prevention Codes and Standards; Division 4, Fire Suppression and Detection

Systems: Section 15-72, Alarm and detection system plan review; fee, is hereby amended to read as follows:

Section 15-72, Alarm and detection system plan review; fee.

(a) This section shall apply to all new multifamily and commercial construction and existing multifamily and commercial structures where the use group changes, the hazard level increases or an outdated or noncompliant alarm and/or detection system exists. Only licensed contractors may install alarm and/or detections systems in the city.

(b) Any contractor who intends to install an alarm and/or detection system must first obtain a permit from the city. To obtain such a permit, the contractor must submit ~~two (2) sets of~~ plans to the city that meet the requirements of Sections 907.1.1 and 907.1.2 of the International Fire Code prior to the installation of any component of the proposed system. The city shall issue a permit to the contractor upon the city's approval of the plans.

(c) Final testing of the system shall be witnessed by the fire code official. The contractor who installs the system shall post the fire code official's acceptance documentation and the operating instructions <u>in a documentation cabinet</u> at the ~~alarm panel~~ <u>location of the Fire Alarm Control Panel and /or in the Fire Sprinkler Riser Room</u>. The owner, manager, tenant or other responsible party shall be responsible for ensuring that the fire code official's acceptance documentation and the operating instructions remain at the ~~alarm panel~~ <u>approved location</u> at all times.

(d) A permit fee of fifty dollars ($50.00) plus four dollar ($4.00) state fee plus two cents ($0.02) per square foot of the structure shall be charged for all new construction and for existing structures where more than fifty (50) percent of the alarm and/or detection system is being modified. The permit fee for modification of less than fifty (50) percent of an existing system shall be only the fifty dollars ($50.00) and the four dollar ($4.00) state fee.

(e) A document box shall be provided for all new fire alarm systems.

(f) Re-inspection fees may be accessed in the event the fifty (50) percent and acceptance test require additional inspections. ~~This fee shall be in the amount of fifty dollars ($50.00)~~.

<u>Section 5.</u> That the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention; Article III, Fire Prevention Codes and Standards; Division 4, Fire Suppression and Detection Systems: Section 15-73, Sprinkler systems, is hereby amended to read as follows:

Section 15-73, Sprinkler systems.

(a) The purpose of this section is to provide a consistent, reasonable degree of protection for the life and property from fire through standardization of design, installation and testing requirements for sprinkler systems based upon sound engineering principles, test data and field experience. This section shall be applicable to all new installations, modifications and/or relocations of more than seven (7) sprinkler heads in any structure. All equipment and materials shall be

listed as defined in NFPA 13, Chapter 3 (National Fire Protection Association Code for Sprinkler Systems Installation) and acceptable to the appropriate fire official. All services or labor shall be performed only by companies and their employees who are licensed by the Occupational Licensing Division of the Oklahoma State Department of Health.

(b) All remodel construction projects that involve moving, relocating and/or adding sprinkler heads as specified in subsection (a) of this section shall demonstrate on the submitted plans all existing pipes (by dashed lines), existing outlets, existing heads to remain, heads to be relocated from existing outlets, new heads and plugged outlets.

(c) The Fire Code Official shall be notified in writing of modifications and/or relocations affecting less than (7) sprinkler heads or like for like replacement via a Scope of Work letter on company letterhead possessing the companies name, address, and license number(s).

(d) Engineered plans and hydraulic calculations shall be provided to the appropriate fire official prior to any work being performed as specified in subsection (a) of this section.

(e) All sprinkler plans submitted shall clearly display fire rated walls and sleeves shall be shown where sprinkler piping penetrates through walls. All rooms shall be labeled accordingly. All construction/sprinkler submittals will be required to display existing city main(s) and size; point of connection into existing city water supplies; flow test information consisting of static pressure, residual pressure, flow in gallons per minute, flow location, day and time; water hydrant(s); underground piping with size(s), length, locations and type of material used in pipe manufacturing.

~~(c)~~(f) The Midwest City Emergency ~~Operations~~ Communications Center ~~and the appropriate fire official's office~~ must be notified prior to each yearly maintenance of any service being performed on any sprinkler system. The licensed company or contractor shall fully explain the nature of the work to be performed, estimated time of work and whether any portion(s) of any fire protection system will be inoperable during that time.

~~(d)~~(g) A minimum safety factor of five (5) psi will be required on all new sprinkler system installations. This will be demonstrated in the required hydraulic calculations. Under extreme conditions, the appropriate fire official may increase the safety factor as needed in remote locations or high hazard occupancies.

~~(e)~~(h) A pressure relief valve shall be installed on all gridded sprinkler systems and so displayed on the submitted engineering plans.

~~(f) All remodel construction projects that involve moving, relocating and/or adding sprinkler heads as specified in subsection (a) of this section shall demonstrate on the submitted plans all existing pipes (by dashed lines), existing outlets, existing heads to remain, heads to be relocated from existing outlets, new heads and plugged outlets.~~

~~(g) All sprinkler plans submitted shall clearly display fire rated walls and sleeves shall be shown where sprinkler piping penetrates through walls. All rooms shall be labeled accordingly. All construction/sprinkler submittals will be required to display existing city main(s) and size; point of connection into existing city water~~

~~supplies; flow test information consisting of static pressure, residual pressure, flow in gallons per minute, flow location, day and time; water hydrant(s); underground piping with size(s), length, locations and type of material used in pipe manufacturing.~~

~~(h)~~(i) A permit fee of fifty dollars ($50.00) plus the four dollar ($4.00) state fee shall be charged for all newly installed sprinkler systems, plus two cents ($0.02) per square foot of new building construction area. If the project is an interior remodel only and no additional square footage is being added to the structure, only the fifty dollar ($50.00) permit fee and the four dollar ($4.00) state fee will be applicable. All construction documents and fees shall be submitted to the appropriate fire official prior to the inception of any work on-site.

~~(i)~~(j) Any new or existing structure that, as an option or part of the building requirements, contains a sprinkler system shall not be occupied by customers or employees, stocked or furnished until the sprinkler system has been fully tested, inspected, tagged and a copy of the acceptance test has been received by the appropriate fire official.

~~(j)~~(k) Any sprinkler system installed as specified in this section shall be monitored off-site, twenty-four (24) hours a day by a monitoring company so designed to receive such signals.

~~(k)~~(l) A document box shall be provided for all new automatic fire sprinkler systems.

~~(l)~~(m) All newly constructed building or modifications to existing buildings where an automatic fire sprinkler system is required shall have an exterior access to the control or riser room.

~~(m)~~(n) Re-inspection fees may be assessed in the event the fifty (50) percent, hydrostatic testing, and acceptance test require additional inspections. ~~This fee shall be in the amount of fifty dollars ($50.00).~~

Section 6. That a new section of the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention; Article IV, Open Burning; Section 15-114, to be entitled Open Flame Cooking Devices, is hereby added to the municipal code of the City of Midwest City to read as follows:

Sec. 15-114, Open Flame Cooking Devices

Charcoal burners and other open-flame cooking devices shall not be stored or operated on combustible balconies or within 10 feet (3048 mm) of combustible construction, except:

1. In One- and two-family dwelling units; or
2. Where buildings, balconies and decks are protected by an automatic sprinkler system.

Section 7. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
RICHARD R. RICE, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2026.

_____

DONALD D. MAISCH, City Attorney

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 15, FIRE PROTECTION AND PREVENTION; ARTICLE III, FIRE PREVENTION CODES AND STANDARDS; DIVISION 2, FIRE PREVENTION CODES; SECTION 15-55, INTERNATIONAL FIRE CODE ADOPTED; SECTION 15-56, PERMITS AND FEES; SECTION 15-60, NEW CONSTRUCTION SYSTEM INSPECTION OR INSPECTION FOR ALTERATIONS AT FIFTY PERCENT OR GREATER; DIVISION 4, FIRE SUPPRESSION AND DETECTION SYSTEMS; SECTIONS: 15-72, ALARM AND DETECTION SYSTEM PLAN REVIEW; FEE; 15-73, SPRINKLER SYSTEMS; ARTICLE IV, OPEN BURNING; SECTION 15-114, OPEN FLAME COOKING DEVICES; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention; Article III, Fire Prevention Codes and Standards; Division 2, Fire Prevention Codes: Section 15-55, International Fire Code adopted, is hereby amended to read as follows:

Section 15-55, International Fire Code adopted.

The 2024 International Fire Code as adopted and modified by the State of Oklahoma through the Oklahoma Uniform Building Code commission is hereby adopted by reference as if set out at length in this Code, save and except any portions which may hereinafter be deleted, modified or amended. Additionally, Appendix D of the 2024 International Fire Code is hereby adopted by reference.

Section 2. That the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention; Article III, Fire Prevention Codes and Standards; Division 2, Fire Prevention Codes: Section 15-56, Permits and fees, is hereby amended to read as follows:

Section 15-56, Permits and fees.

The 2024 International Fire Code is hereby amended by repealing:

Section 105.7 "Required construction permits," except for the following provisions which are adopted by and made paid of this Code:

a. Section 105.7.1 Automatic fire-extinguishing systems (kitchen hood suppression modifications). .....
    1. Permit, per location.....Midwest City ordinance section 15-73
    2. Hood Suppression System: Permit, per location $100.00
    3. Hood Suppression system Modification: Permit, per location $50.00

b. Section 105.7.3 Compressed gases. .....
   1. Permit, per location $50.00
c. Section 105.7.4 Cryogenic fluids. .....
   1. Permit, per location $50.00
d. Section 105.7.5 Emergency responder radio coverage. .....
   1. Permit, per location $50.00
e. Section 105.7.6 Fire alarm and detection systems. .....
   1. Permit, per location.....Midwest City ordinance section 15-72
f. Section 105.7.7 Fire pumps and equipment. .....
   1. Permit, per location $50.00
g. Section 105.7.8 Flammable and combustible liquids. .....
   1. Permit, per location $50.00
h. Section 105.7.9 Gates and barricades. .....
   1. Permit, per location $50.00
i. Section 105.7.10 Hazardous materials. .....
   1. Permit, per location $50.00
j. Section 105.7.11 Industrial ovens. .....
   1. Permit, per location $50.00
k. Section 105.7.12 LP-gas. .....
   1. Permit, per location $50.00
l. Section 105.7.13 Private fire hydrants. .....
   1. Permit, per location $50.00
m. Section 105.7.14 Smoke control or smoke exhaust systems. .....
   1. Permit, per location $50.00
n. Section 105.7.15 Solar photovoltaic power systems. .....
   1. Permit, per location $50.00
o. Section 105.7.16 Spraying or dipping. .....
   1. Permit, per location $50.00
p. Section 105.7.17 Standpipe systems. .....
   1. Permit, per location $50.00
q. Section 105.7.18 Temporary membrane structures and tents. .....
   1. Permit, per location $50.00
r. Section 105.7.19 Underground fire line/fire department connection (FDC). .....
   1. Permit, per location $50.00

The 2024 International Fire Code is hereby amended by modifying Appendix D, Section D107.1 from thirty (30) dwelling units to fifty (50) dwelling units.

Section 3. That the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention; Article III, Fire Prevention Codes and Standards; Division 2, Fire Prevention Codes: Section 15-60, New construction system inspection or inspection for alterations at fifty percent or greater, is hereby amended to read as follows:

Section 15-60, New construction system inspection or inspection for alterations at fifty percent or greater.

(a) New construction fire protection acceptance testing fee and/or fifty (50) percent fire protection alteration fee:
  (1) Fee, per system, per system type one hundred dollars ($100.00), inspection fee is in addition to the plan review cost per Midwest City ordinance subsection 15-72(d) and Midwest City ordinance subsection 15-73(h).
  (2) Initial re-inspection: Fee, per location or per violation or per fire protection system is $150.00.
  (3) Subsequent re-inspection: Fee, per location or per violation or per fire protection system is $200.00.

(b) Required fire protection new construction and/or fifty (50) percent fire protection alteration inspections are:
  (1) Fire Suppression System inspection, includes:
    a. Fire Suppression 50%;
    b. Fire Suppression System Hydrostatic/Air Test; and
    c. Fire Suppression System Acceptance Test.
  (2) Fire Alarm System inspection, includes:
    a. Fire Alarm 50%; and
    b. Fire Alarm Acceptance Testing.
  (3) Pre-Engineered System(s) inspection, includes:
    a. Pre-Engineered Acceptance Test
  (4) Miscellaneous System inspections, include:
    a. CO2 System Acceptance Test; and
    b. Fire Pump Acceptance test.

Section 4. That the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention; Article III, Fire Prevention Codes and Standards; Division 4, Fire Suppression and Detection Systems: Section 15-72, Alarm and detection system plan review; fee, is hereby amended to read as follows:

Section 15-72, Alarm and detection system plan review; fee.

(a) This section shall apply to all new multifamily and commercial construction and existing multifamily and commercial structures where the use group changes, the hazard level increases or an outdated or noncompliant alarm and/or detection system exists. Only licensed contractors may install alarm and/or detections systems in the city.

(b) Any contractor who intends to install an alarm and/or detection system must first obtain a permit from the city. To obtain such a permit, the contractor must submit plans to the city that meet the requirements of Sections 907.1.1 and 907.1.2 of the International Fire Code prior to the installation of any component of the proposed system. The city shall issue a permit to the contractor upon the city's approval of the plans.

(c) Final testing of the system shall be witnessed by the fire code official. The contractor who installs the system shall post the fire code official's acceptance documentation and the operating instructions in a documentation cabinet at the

location of the Fire Alarm Control Panel and /or in the Fire Sprinkler Riser Room. The owner, manager, tenant or other responsible party shall be responsible for ensuring that the fire code official's acceptance documentation and the operating instructions remain at the approved location at all times.

(d) A permit fee of fifty dollars ($50.00) plus four dollar ($4.00) state fee plus two cents ($0.02) per square foot of the structure shall be charged for all new construction and for existing structures where more than fifty (50) percent of the alarm and/or detection system is being modified. The permit fee for modification of less than fifty (50) percent of an existing system shall be only the fifty dollars ($50.00) and the four dollar ($4.00) state fee.

(e) A document box shall be provided for all new fire alarm systems.

(f) Re-inspection fees may be accessed in the event the fifty (50) percent and acceptance test require additional inspections.

Section 5. That the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention; Article III, Fire Prevention Codes and Standards; Division 4, Fire Suppression and Detection Systems: Section 15-73, Sprinkler systems, is hereby amended to read as follows:

Section 15-73, Sprinkler systems.

(a) The purpose of this section is to provide a consistent, reasonable degree of protection for the life and property from fire through standardization of design, installation and testing requirements for sprinkler systems based upon sound engineering principles, test data and field experience. This section shall be applicable to all new installations, modifications and/or relocations of more than seven (7) sprinkler heads in any structure. All equipment and materials shall be listed as defined in NFPA 13, Chapter 3 (National Fire Protection Association Code for Sprinkler Systems Installation) and acceptable to the appropriate fire official. All services or labor shall be performed only by companies and their employees who are licensed by the Occupational Licensing Division of the Oklahoma State Department of Health.

(b) All remodel construction projects that involve moving, relocating and/or adding sprinkler heads as specified in subsection (a) of this section shall demonstrate on the submitted plans all existing pipes (by dashed lines), existing outlets, existing heads to remain, heads to be relocated from existing outlets, new heads and plugged outlets.

(c) The Fire Code Official shall be notified in writing of modifications and/or relocations affecting less than (7) sprinkler heads or like for like replacement via a Scope of Work letter on company letterhead possessing the companies name, address, and license number(s).

(d) Engineered plans and hydraulic calculations shall be provided to the appropriate fire official prior to any work being performed as specified in subsection (a) of this section.

(e) All sprinkler plans submitted shall clearly display fire rated walls and sleeves shall be shown where sprinkler piping penetrates through walls. All rooms shall be labeled accordingly. All construction/sprinkler submittals will be required to

display existing city main(s) and size; point of connection into existing city water supplies; flow test information consisting of static pressure, residual pressure, flow in gallons per minute, flow location, day and time; water hydrant(s); underground piping with size(s), length, locations and type of material used in pipe manufacturing.

(f) The Midwest City Emergency Communications Center must be notified prior to each yearly maintenance of any service being performed on any sprinkler system. The licensed company or contractor shall fully explain the nature of the work to be performed, estimated time of work and whether any portion(s) of any fire protection system will be inoperable during that time.

(g) A minimum safety factor of five (5) psi will be required on all new sprinkler system installations. This will be demonstrated in the required hydraulic calculations. Under extreme conditions, the appropriate fire official may increase the safety factor as needed in remote locations or high hazard occupancies.

(h) A pressure relief valve shall be installed on all gridded sprinkler systems and so displayed on the submitted engineering plans.

(i) A permit fee of fifty dollars ($50.00) plus the four dollar ($4.00) state fee shall be charged for all newly installed sprinkler systems, plus two cents ($0.02) per square foot of new building construction area. If the project is an interior remodel only and no additional square footage is being added to the structure, only the fifty dollar ($50.00) permit fee and the four dollar ($4.00) state fee will be applicable. All construction documents and fees shall be submitted to the appropriate fire official prior to the inception of any work on-site.

(j) Any new or existing structure that, as an option or part of the building requirements, contains a sprinkler system shall not be occupied by customers or employees, stocked or furnished until the sprinkler system has been fully tested, inspected, tagged and a copy of the acceptance test has been received by the appropriate fire official.

(k) Any sprinkler system installed as specified in this section shall be monitored off-site, twenty-four (24) hours a day by a monitoring company so designed to receive such signals.

(l) A document box shall be provided for all new automatic fire sprinkler systems.

(m) All newly constructed building or modifications to existing buildings where an automatic fire sprinkler system is required shall have an exterior access to the control or riser room.

(n) Re-inspection fees may be assessed in the event the fifty (50) percent, hydrostatic testing, and acceptance test require additional inspections.

Section 6. That a new section of the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention; Article IV, Open Burning; Section 15-114, to be entitled Open Flame Cooking Devices, is hereby added to the municipal code of the City of Midwest City to read as follows:

Sec. 15-114, Open Flame Cooking Devices

Charcoal burners and other open-flame cooking devices shall not be stored or operated on combustible balconies or within 10 feet (3048 mm) of combustible construction, except:

1. In One- and two-family dwelling units; or
2. Where buildings, balconies and decks are protected by an automatic sprinkler system.

Section 7. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
RICHARD R. RICE, Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2026.

_____
DONALD D. MAISCH, City Attorney

City Prosecutor
Vicki Floyd
100 N. Midwest Boulevard
Midwest City, OK 73110
VFloyd@MidwestCityOK.org
Office: 405.739.1284 /Fax: 405.869.8680
www.midwestcityok.org

Memorandum

TO: Mayor and Members of the City Council

FROM: Vicki Floyd, City Prosecutor

DATE: July 28, 2026

SUBJECT: Discussion, consideration, and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 1, General Provisions, Section 1-12, Enforcement Officers; and providing repealer and severability. (V. Floyd – City Prosecutor).

The proposed amendment to Chapter 1 – General Provisions – Section 1-12 – Enforcement Officers allows Fire Officials to write citations under Chapter 28 Section 28-88.1 False 911 calls, which currently they are unable to do so. This change is needed due to an increase in medical 911 calls that are not emergencies, which ties up services needed for actual emergencies. This change was requested by the Fire Department.

The OOCC has reviewed and recommended approval of this amendment to the City Council.

Action is at the discretion of the City Council.

Vicki Floyd, City Prosecutor

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 1 GENERAL PROVISIONS; SECTION 1-12 ENFORCEMENT OFFICERS; AND PROVIDING FOR REPEALER, SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 1 General Provisions; Section 1-12 Enforcement Officers; is hereby amended to read as follows:

Sec. 1-12. - Enforcement officers.

(a) Code enforcement officers, animal control officers, building and housing inspection officers and such other officers designated by the city manager, hereinafter called enforcement officers, are hereby authorized to enforce all provisions or ordinances dealing with buildings and building regulations, zoning, dilapidated vehicles, child care and day care centers, fire prevention, drainage and flood control, stormwater, aviation, parks and recreation, swimming pools, sewers and sewage, signs, streets and sidewalks, subdivisions, peddlers, trees, oil and gas wells, nuisances, health and sanitation, housing code, litter, mobile homes, trailers, mobile home parks, garbage and refuse, animals and fowl, and any other topic governed by the Midwest City Code. Fire Officials may also enforce any violations of Section 28-88.1, False 911 calls prohibited.

(b) When issuing a citation, an enforcement officer shall proceed as follows:
(1) The officer shall prepare a written citation to appear in municipal court containing the name and address of the person cited, the nature, location and date of the alleged offense, and the time and date of the municipal court appearance. Unless the person cited requests an earlier date, the time specified in the citation to appear shall be at least five (5) days after the issuance of the citation.
(2) The citation, and any copies thereof, may be signed by the person cited and one (1) signed copy thereof given to him; or the court may issue a summons naming the person charged, specifying his address or place or residence, if known, stating the offense with which he is charged and giving him notice to answer the charge in the court on a day certain. Said summons shall contain a provision for the official return of the summons by registered mail, return receipt requested. Upon properly completed service, if the named accused fails to appear and answer said summons as specified therein, then a warrant may be issued for his arrest for failure to appear.
(3) The officer shall file one (1) copy of the citation with the municipal court within three (3) business days after issuing the citation.

(c) No person shall interfere with, hinder, delay or obstruct in any manner whatsoever an enforcement officer in the performance of his duties.

(d) Subject to Constitutional limitations, all enforcement officers engaged in the discharge of their duties are authorized to take all actions appropriate to effect their duties and to enforce the law.

(e) It shall be unlawful for any unauthorized person to impersonate an enforcement official by any means including, but not limited to, use of a badge, uniform or other credentials.

(f) Any person violating or attempting to violate this section shall be guilty of an offense and, upon conviction, punished as set out in section 1-8 of this Code.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____

RICHARD R. RICE, Mayor

ATTEST:

_____

SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2026.

_____

DONALD D. MAISCH, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 1 GENERAL PROVISIONS; SECTION 1-12 ENFORCEMENT OFFICERS; AND PROVIDING FOR REPEALER, SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 1 General Provisions; Section 1-12 Enforcement Officers; is hereby amended to read as follows:

Sec. 1-12. - Enforcement officers.

(a) Code enforcement officers, animal control officers, building and housing inspection officers and such other officers designated by the city manager, hereinafter called enforcement officers, are hereby authorized to enforce all provisions or ordinances dealing with buildings and building regulations, zoning, dilapidated vehicles, child care and day care centers, fire prevention, drainage and flood control, stormwater, aviation, parks and recreation, swimming pools, sewers and sewage, signs, streets and sidewalks, subdivisions, peddlers, trees, oil and gas wells, nuisances, health and sanitation, housing code, litter, mobile homes, trailers, mobile home parks, garbage and refuse, animals and fowl, and any other topic governed by the Midwest City Code. Fire Officials may also enforce any violations of Section 28-88.1, False 911 calls prohibited.

(b) When issuing a citation, an enforcement officer shall proceed as follows:
(1) The officer shall prepare a written citation to appear in municipal court containing the name and address of the person cited, the nature, location and date of the alleged offense, and the time and date of the municipal court appearance. Unless the person cited requests an earlier date, the time specified in the citation to appear shall be at least five (5) days after the issuance of the citation.
(2) The citation, and any copies thereof, may be signed by the person cited and one (1) signed copy thereof given to him; or the court may issue a summons naming the person charged, specifying his address or place or residence, if known, stating the offense with which he is charged and giving him notice to answer the charge in the court on a day certain. Said summons shall contain a provision for the official return of the summons by registered mail, return receipt requested. Upon properly completed service, if the named accused fails to appear and answer said summons as specified therein, then a warrant may be issued for his arrest for failure to appear.
(3) The officer shall file one (1) copy of the citation with the municipal court within three (3) business days after issuing the citation.

(c) No person shall interfere with, hinder, delay or obstruct in any manner whatsoever an enforcement officer in the performance of his duties.

(d) Subject to Constitutional limitations, all enforcement officers engaged in the discharge of their duties are authorized to take all actions appropriate to effect their duties and to enforce the law.

(e) It shall be unlawful for any unauthorized person to impersonate an enforcement official by any means including, but not limited to, use of a badge, uniform or other credentials.

(f) Any person violating or attempting to violate this section shall be guilty of an offense and, upon conviction, punished as set out in section 1-8 of this Code.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____

RICHARD R. RICE, Mayor

ATTEST:

_____

SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2026.

_____

DONALD D. MAISCH, City Attorney

City Prosecutor
Vicki Floyd
100 N. Midwest Boulevard
Midwest City, OK 73110
VFloyd@MidwestCityOK.org
Office: 405.739.1284 /Fax: 405.869.8680
www.midwestcityok.org

Memorandum

TO:	Mayor and Members of the City Council
FROM:	Vicki Floyd, City Prosecutor
DATE:	July 28, 2026
SUBJECT:	Discussion, consideration, and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 28 – Offenses – Miscellaneous, Article 1. – In General, Section 28 – 11 Warrant Processing Fee. (V. Floyd – City Prosecutor).

The proposed amendment to Chapter 28 – Offenses – Miscellaneous, Article 1. – In General, Section 28 – 11 Warrant Processing Fee increases the fee charged for the jail to process Oklahoma County Warrants. This is a service that the Midwest City Police Department provides, the fee increase is based on the increased costs of personnel, equipment and supplies. This change was requested by the Police Department.

This proposed amendment has been reviewed and recommended for approval by the OOCC to the City Council.

Action is at the discretion of the City Council.

Vicki Floyd, City Prosecutor

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 28 OFFENSES – MISCELLANEOUS, ARTICLE I IN GENERAL, SECTION 28-11 WARRANT PROCESSING FEE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 28 Offenses – Miscellaneous, Article I In General, Section 28-11 Warrant Processing Fee, is hereby amended to read as follows:

Sec. 28-11. - Warrant processing fee.

There is hereby established a fee for processing outstanding warrants for any agency outside of Midwest City. The fee shall be ~~one hundred dollars ($100.00)~~ one hundred and fifty dollars ($150.00) and shall be paid by the individual wishing to process said warrant.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
RICHARD R. RICE Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2026.

_____
DONALD D. MAISCH, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 28 OFFENSES – MISCELLANEOUS, ARTICLE I IN GENERAL, SECTION 28-11 WARRANT PROCESSING FEE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 28 Offenses – Miscellaneous, Article I In General, Section 28-11 Warrant Processing Fee, is hereby amended to read as follows:

Sec. 28-11. - Warrant processing fee.

There is hereby established a fee for processing outstanding warrants for any agency outside of Midwest City. The fee shall be one hundred and fifty dollars ($150.00) and shall be paid by the individual wishing to process said warrant.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

THE CITY OF MIDWEST CITY, OKLAHOMA

_____
RICHARD R. RICE Mayor

ATTEST:

_____
SARA HANCOCK, City Clerk

Approved as to form and legality this _____ day of _____, 2026.

_____
DONALD D. MAISCH, City Attorney

FEE/RATE JUSTIFICATION
ORDINANCES FOR THE CITY OF MIDWEST CITY
CHAPTER 28 OFFENSES – MISCELLANEOUS
WARRANT PROCESSING FEE

The City of Midwest City is proposing to amend the Warrant Processing Fee found in Section 28-11.

The processing of Oklahoma County Warrants is a service provided by the Midwest City Police Department through the jail. It involves utilization of jail staff, and equipment provided by the Police Department. Due to staffing shortages, scheduling jailers to complete the "walk throughs" of the County warrants takes time away from jail responsibilities. Overtime costs have increased due to the increased use of the processing service. Processing the warrants also utilizes equipment such as the Live Scan Digital fingerprinting machine and accelerates wear and tear on the machine. The machine will most likely need to be replaced this fiscal year. The processing also leads to an increase in supplies used.

COST IMPACT RESPONSE: the fee would only be assessed against those who elect to utilize it and there would be no effect on residents who do not use it.

BENEFITS: the increase in the usage fee would help defray the costs of the service, allowing the service to continue. The warrant processing service is a very popular option as it avoids the time required and all the issues that arise from processing a warrant at the Oklahoma County Jail. It also has a positive effect on how the PD and the jail personnel are viewed as they operate the service with professionalism.

PROPOSED FEE CHANGES: only effects those who elect to utilize the service.

ALTERNATIVES CONSIDERED: there were no other alternatives considered at this time, outside of limiting the service, which was not the desired outcome.

Doug Beabout, Fire Chief
8201 E. Reno Avenue
Midwest City, OK 73130
(405)739-1340
dbeabout@midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Doug Beabout, Fire Chief

Date: July 28, 2026

RE: Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code: Chapter 15, Fire Protection and Prevention; Article II, In General; Division 3, Hazardous Materials; Creating Section 15-41.1, Emergency Response Cost Recovery; and providing for repealer and severability. (D. Beabout – Fire Chief).

The proposed amendments to Chapter 15 would retain the City's existing authority to recover costs associated with hazardous materials incidents while creating a new section authorizing recovery of certain emergency response costs incurred by the Fire Department.

The current ordinance is limited primarily to hazardous materials cleanup and abatement activities. The proposed amendments would establish a broader framework allowing the City to recover extraordinary costs associated with emergency incidents when such recovery is authorized by law. These incidents include motor vehicle accidents, vehicle fires, hazardous materials incidents, rescue operations, technical rescue incidents, illegal open burning incidents, fires resulting from violations of the City Code, and other emergency incidents where recovery is permitted.

The proposed ordinance identifies the categories of costs that may be recovered, including personnel costs, apparatus and equipment costs, consumable materials, extinguishing agents, hazardous materials response supplies, administrative expenses, and fees associated with third-party cost recovery services retained by the City.

Additionally, the ordinance establishes limitations on recovery for motor vehicle accidents and vehicle fires by providing that the City will seek reimbursement solely from available insurance coverage and will not pursue personal liability against vehicle owners, operators, passengers, or other involved persons solely by reason of their involvement in such incidents.

The proposed changes are intended to provide the City with a mechanism to recover certain extraordinary costs incurred during emergency response operations while minimizing the financial impact on residents and visitors. Similar cost recovery programs have been adopted by municipalities throughout Oklahoma and the United States.

Doug Beabout, Fire Chief
8201 E. Reno Avenue
Midwest City, OK 73130
(405)739-1340
dbeabout@midwestcityok.org

The requested changes have been reviewed and recommended by the OOCC for approval by the City Council.

Action is at the discretion of the City Council.

Respectfully submitted,



Doug Beabout
Fire Chief

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 15, FIRE PROTECTION AND PREVENTION; ARTICLE II, IN GENERAL; DIVISION 3, HAZARDOUS MATERIALS; CREATING SECTION 15-41.1. EMERGENCY RESPONSE COST RECOVERY; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Article II, In General, Division 3, Creating Section 15-41.1, Emergency Response Cost Recovery is hereby to read as follows:

Sec. 15-41.1. Emergency Response Cost Recovery

(a) Purpose.

The purpose of this section is to authorize the recovery of extraordinary costs incurred by the City in providing emergency response services when such costs may lawfully be recovered from insurance carriers, responsible parties, or other legally obligated entities.

(b) Authority.

The fire chief is authorized to recover costs incurred by the City arising from emergency incidents requiring fire department response, including but not limited to:

(1) Motor vehicle accidents;

(2) Vehicle fires;

(3) Hazardous materials incidents;

(4) Illegal open burning incidents;

(5) Fires resulting from violations of this Code;

(6) Rescue operations;

(7) Technical rescue incidents;

(8) Fire suppression activities resulting from unlawful conduct; and

(9) Other emergency incidents for which recovery is authorized by law.

(c) Recoverable Costs.

Recoverable costs may include, but are not limited to:

(1) Personnel costs, including wages, benefits, and administrative overhead;

(2) Apparatus and vehicle operation costs;

(3) Specialized equipment costs;

(4) Consumable supplies and materials;

(5) Extinguishing agents, foam concentrates, absorbents, and hazardous materials response materials;

(6) Costs associated with rescue, extrication, fire suppression, overhaul, investigation, monitoring, stabilization, and incident management;

(7) Administrative expenses associated with billing and collection activities; and

(8) Fees paid to a third-party cost recovery contractor retained by the City.

(d) Insurance Recovery for Motor Vehicle Accidents and Vehicle Fires.

For motor vehicle accidents, vehicle fires, and similar transportation-related incidents, the City shall seek recovery solely from available automobile, commercial, liability, or other applicable insurance coverage.

No owner, operator, passenger, or other involved person shall be personally liable for emergency response costs arising solely from a motor vehicle accident or vehicle fire by reason of ownership, occupancy, or operation of a vehicle.

(e) Recovery from Responsible Parties.

The City may seek direct recovery of emergency response costs from any person or entity whose negligent, reckless, intentional, or unlawful conduct caused or contributed to the incident requiring fire department response, including but not limited to:

(1) Illegal open burning;

(2) Unauthorized burning;

(3) Violations of this chapter;

(4) Unlawful hazardous material releases;

(5) Intentional fires; or

(6) Other unlawful acts resulting in fire department response.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

ATTEST: **THE CITY OF MIDWEST CITY, OKLAHOMA**

_____
RICHARD R. RICE, Mayor

_____
SARA HANCOCK, City Clerk

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

_____
DONALD D. MAISCH, City Attorney

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 15, FIRE PROTECTION AND PREVENTION; ARTICLE II, IN GENERAL; DIVISION 3, HAZARDOUS MATERIALS; CREATING SECTION 15-41.1. EMERGENCY RESPONSE COST RECOVERY; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

Section 1. That the Midwest City Municipal Code, Chapter 15, Fire Protection and Prevention, Article II, In General, Division 3, Creating Section 15-41.1, Emergency Response Cost Recovery is hereby to read as follows:

Sec. 15-41.1. Emergency Response Cost Recovery

(a) Purpose.

The purpose of this section is to authorize the recovery of extraordinary costs incurred by the City in providing emergency response services when such costs may lawfully be recovered from insurance carriers, responsible parties, or other legally obligated entities.

(b) Authority.

The fire chief is authorized to recover costs incurred by the City arising from emergency incidents requiring fire department response, including but not limited to:

(1) Motor vehicle accidents;

(2) Vehicle fires;

(3) Hazardous materials incidents;

(4) Illegal open burning incidents;

(5) Fires resulting from violations of this Code;

(6) Rescue operations;

(7) Technical rescue incidents;

(8) Fire suppression activities resulting from unlawful conduct; and

(9) Other emergency incidents for which recovery is authorized by law.

(c) Recoverable Costs.

Recoverable costs may include, but are not limited to:

(1) Personnel costs, including wages, benefits, and administrative overhead;

(2) Apparatus and vehicle operation costs;

(3) Specialized equipment costs;

(4) Consumable supplies and materials;

(5) Extinguishing agents, foam concentrates, absorbents, and hazardous materials response materials;

(6) Costs associated with rescue, extrication, fire suppression, overhaul, investigation, monitoring, stabilization, and incident management;

(7) Administrative expenses associated with billing and collection activities; and

(8) Fees paid to a third-party cost recovery contractor retained by the City.

(d) Insurance Recovery for Motor Vehicle Accidents and Vehicle Fires.

For motor vehicle accidents, vehicle fires, and similar transportation-related incidents, the City shall seek recovery solely from available automobile, commercial, liability, or other applicable insurance coverage.

No owner, operator, passenger, or other involved person shall be personally liable for emergency response costs arising solely from a motor vehicle accident or vehicle fire by reason of ownership, occupancy, or operation of a vehicle.

(e) Recovery from Responsible Parties.

The City may seek direct recovery of emergency response costs from any person or entity whose negligent, reckless, intentional, or unlawful conduct caused or contributed to the incident requiring fire department response, including but not limited to:

(1) Illegal open burning;

(2) Unauthorized burning;

(3) Violations of this chapter;

(4) Unlawful hazardous material releases;

(5) Intentional fires; or

(6) Other unlawful acts resulting in fire department response.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

ATTEST: **THE CITY OF MIDWEST CITY, OKLAHOMA**

_____
RICHARD R. RICE, Mayor

_____
SARA HANCOCK, City Clerk

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

_____
DONALD D. MAISCH, City Attorney

MIDWEST CITY

Where the Spirit Flies High

NEW BUSINESS/ PUBLIC DISCUSSION

MIDWEST CITY

Where the Spirit Flies High

EXECUTIVE SESSION

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

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: Tim Lyon, City Manager

DATE: July 28, 2026

SUBJECT: Discussion, consideration, and possible action to 1) entering into executive session, as allowed under Title 25 Section 307 (B)(4) to discuss confidential communications between a public body and its attorney concerning a pending investigation, claim, or action of the public body with the advice of its attorney, determines that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation, or proceeding in the public interest regarding review of litigated settlements, White Tort Claim; and 2) authorizing the City Manager to take action as appropriate based on discussion.

Appropriate information will be given out during the Executive Session.

Regards,

Tim L. Lyon

Tim Lyon
City Manager

MIDWEST CITY

Where the Spirit Flies High

FURTHER INFORMATION

MINUTES OF MIDWEST CITY BOARD OF ADJUSTMENT REGULAR MEETING
May 19, 2026 – 5:00 P.M.

This regular meeting of the Midwest City Board of Adjustment was held in the City Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on May 19, 2026. The following members were present:

Present:	Jess Huskey, *Chair* Frank Young Cy Valanejad Charles McDade
Absent:	Tammy Cook
Staff present:	Matt Summers – Community Development Director Brylee Hester – Planner I Zamya Darthard – Planner II Don Maisch – City Attorney

A. CALL TO ORDER:

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

B. DISCUSSION ITEMS:

1. A motion was made by Young, seconded by Valanejad, to approve the minutes of the meeting on March 17, 2026, as presented.

   Voting aye: McDade, Young, Valanejad & Huskey.
   Nay: none.
   Motion carried.

2. (BA-429) Public hearing, discussion, consideration, and possible action of any possible amendment of an application for a variance to the Midwest City Zoning Ordinance Section 5.12.1(D) – Wall Façade Articulation – concerning the requirement for façade articulation of nonresidential land uses and structures for the property located at 7525 SE 29th St., Midwest City, OK 73110 (Midwest City U-Haul).

   Brylee Hester, Planner I, presented the staff report to the Board. The applicant, Brett Hogan, was present and concurred with the staff report. Valanejad inquired whether the existing buildings would be removed. The applicant, Brett Hogan, stated that the repair shop would be demolished and replaced with the proposed building.

   Young inquired about the intent of the 3-foot articulation requirement in the zoning regulations. Huskey explained that the requirement is intended to prevent long, blank walls. Huskey also asked about the materials proposed for the 9-inch vertical design elements,

and Hogan responded that they would be a coated steel product frequently used by U-Haul.

The Board and applicant discussed the building's location and façade. Valanejad inquired about the hardship of adding further articulation. Hogan stated that additional articulation would create unusable space and require the windows to be removed. Valanejad then requested additional 9-inch design elements along the entire east and west elevations. Hogan agreed to incorporate more of these elements and to consider additional façade treatments to break up the veneer along the north elevation facing adjacent residences.

McDade made a motion to approve the variance request, which was seconded by Young.

Voting aye: McDade, Valanejad, Young, & Huskey.
Voting nay: none.
Motion carried.

C. **NEW BUSINESS / PUBLIC DISCUSSION:** None

D. **FURTHER INFORMATION:** None.

E. **ADJOURN:** A motion was made by Young, seconded by McDade, to adjourn the meeting.

Voting aye: Young, McDade, Valanejad, & Huskey
Nay: none.
Motion carried.

The meeting adjourned at 5:21 P.M.

JESS HUSKEY, *Chairperson*

(ZD)

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

DATE June 2, 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 June 2, 2026, at 5:00 p.m., with the following members present:

Commissioners present:	Jim Smith Rick Dawkins Jess Huskey *Vice Chair* Jack Fry Zach Watts
Commissioners absent:	JD Collins Marcus Hayes
Staff present:	Matthew Summers, Community Development Director Zamya Darthard, Planner II Brylee Hester, Planner I Don Maisch, City Attorney

A. CALL TO ORDER

The meeting was called to order by Vice Chairperson Jess Huskey at 5:00 p.m.

New members, Zach Watts and Jack Fry, introduced themselves.

B. DISCUSSION

1. Discussion and consideration of adoption, including any possible amendments of the minutes of the May 5, 2026, Planning Commission Meeting.

   A motion was made by Dawkins, seconded by Smith, to approve the minutes of the May 5, 2026, Planning Commission meeting as presented.

   Voting Aye: Dawkins, Smith, Fry, Watts, and Huskey.
   Nay: none.
   Motion carried.

2. (MP-33) Public hearing, discussion, consideration, and possible action to approve a Minor Plat for the property located at 223 Grandview Road, Midwest City, Oklahoma (Ward 3).

   Planner, Zamya Darthard, presented the item. The applicant, Pattie Rogers, was present and addressed the Commission. The Commissioners had no further questions for staff or the applicant. There were no public comments on this item.

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

Voting Aye: Dawkins, Smith, Fry, Watts, and Huskey.
Nay: none.
Motion carried.

3. (PC-2248) Public hearing, discussion, consideration, and possible action on an ordinance to rezone the subject property from Two-Family Attached Residential ("R- 2F") to Planned Unit Development ("PUD") for the property described as Lots 4, 5, 6, 7, 8, 9, and 10 of Block 1 and Lots 2 and 3 of Block 3 of the Urban Edge Addition, located in Midwest City, Oklahoma (Ward 3).

Planner, Zamya Darthard, presented the item. The applicant's representative, Jon Doyle, Cedar Creek Consulting, Inc., spoke on behalf of the applicant and had no objections or questions regarding the staff report. Commissioner Fry inquired about rear setbacks and adequate alley access. There was no public discussion on this item.

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

Voting Aye: Dawkins, Smith, Fry, Watts, and Huskey.
Nay: none.
Motion carried.

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 (Ward 6).

Community Development Director, Matt Summers, presented the item. Jessica Bloye and Mark Zitzow, of Johnson and Associates, were present on behalf of the Applicant. Mark Zitzow introduced a presentation on the item. Jessica Bloye presented further on the item.

Vice Chairperson Huskey inquired about individual landscaping being maintained by the HOA. Mr. Zitzow stated landscaping along the frontage will be maintained by HOA.

Commissioner Watts asked for further details regarding the landscape buffer on perimeter of development. Mr. Zitzow provided further detail on landscape buffer and screening to be maintained by HOA.

Brenda Holland— 1921 S Anderson Rd presented a concern on drainage plans on the north side of the development. Director Summers and Mr. Zitzow addressed the concerns and noted that engineering will address these concerns at the platting stage.

Jim Ray— 12000 Jaycie Cir, presented concerns over entrance alignment and buffers.

Mike Dickey— 12804 Tuscany Rd, President of Tuscany Ridge HOA, asked about the placement of entrances on Anderson Rd. and turning traffic.

Pamela Winders— 1554 Willow Drive, presented concerns on traffic along SE 29th Street and the

intersection of SE 29th St. and Anderson Road.

Mark Hansel— 11701 Roefan Road asked about privacy considerations and tree preservation on west side of development.

Linda Linn— 2300 S Anderson Road also presented concerns on entrances and exits, traffic patterns, density, and landscape buffer maintenance.

Amanda Martinez-Reyes— 12035 Jaycie Cir, Jaycie Place HOA President, presented concerns on roofing class.

The applicant's representative, Mr. Zitzow, provided further details on access points, draws to Midwest City, open space/tree preservation, amending roofing class, and the traffic study conducted.

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

Voting Aye: Dawkins, Smith, Fry, Watts, and Huskey.
Nay: none.
Motion carried.

C. NEW BUSINESS/PUBLIC DISCUSSION

None.

D. FURTHER INFORMATION

1. Director Summers stated application PC-2239 was postponed, and new notices will be mailed regarding the time and location of the public hearing.

E. ADJOURNMENT

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

Voting Aye: Dawkins, Smith, Fry, Watts, and Huskey.
Nay: none.
Motion carried.

The meeting adjourned at 6:15 p.m.

Vice Chairman, Jess Huskey (*Vice Chair*)

(bh)

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

To:	Honorable Mayor and Council
From:	Matt Summers, Community Development Director
Date:	July 28, 2026
Subject:	(PC-2250) Public hearing, discussion, consideration, and possible action on an ordinance to rezone the subject property from Single-Family Detached Residential District ("R-6") to Planned Unit Development ("PUD") for the property described as part of the Northwest Quarter (NE/4) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma. (Ward 6)

In a letter dated July 7, 2026, the applicant requested this application be postponed. Community Development Staff will send new public notice indicating the time, date, and location for when this item will be heard. 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:	July 28, 2026
Subject:	(PC-2254) Public hearing, discussion, consideration, and possible action of a resolution to amend the Comprehensive Plan from Local Commercial to Neighborhood Medium to High Density; and an ordinance to redistrict the subject property from Planned Unit Development ("PUD") to Planned Unit Development ("PUD") for the property described as part of the Southeast Quarter (SE/4) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma. (Ward 6)

In a letter dated July 7, 2026, the applicant requested this application be postponed. Community Development Staff will send new public notice indicating the time, date, and location for when this item will be heard. Please let me know if you have any questions.

Sincerely,

Matt Summers, AICP
Community Development Director

Community Development
100 N Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1220

TO : Honorable Mayor and Council

FROM : Randall Fryar, Chief Building Official

DATE : July 28, 2026

SUBJECT : Monthly Residential and Commercial Building report for June 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.

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 6/1/2026 to 6/30/2026

Building - Commercial & Industrial

Count	Permit Type	Value
2	Alteration of Man Home Or Const of Space	$140,000.00
1	Com Fence Permit	$58,189.00
6	Com General Electrical Permit	$75,000.00
4	Com General Mechanical Permit	$878,240.00
4	Com General Plumbing Permit	$19,000.00
3	Com New Certificate of Occupancy	$3,140.00
2	Com New Const Bldg Permit	$1,550,000.00
6	Com New Const Electrical Permit	$436,000.00
5	Com New Const Mechanical Permit	$1,000,000.00
1	Com New Const Plumbing Permit	
2	Com Remodel Bldg Permit	$251,000.00
3	Com Roofing Permit	$699,000.00
1	Com Sign Permit	$2,000.00
	Total Value of Building - Commercial & Industrial:	**5,111,569.00**

Building - Public & Semi-Public

Count	Permit Type	Value
2	School New Const Bldg Permit	$19,600,000.00
1	School Remodel Bldg Permit	$0.00
	Total Value of Building - Public & Semi-Public:	**19,600,000.00**

Building - Residential

Count	Permit Type	Value
1	Res Accessory Bldg Permit	$6,782.99
6	Res Driveway Permit	$31,785.00
3	Res Fence Permit	$9,200.00
27	Res General Electrical Permit	$46,001.35
32	Res General Mechanical Permit	$172,688.10
40	Res General Plumbing Permit	$149,196.28
1	Res Multi-Fam Remodel Bldg Permit	$9,000.00
12	Res New Const Electrical Permit	$0.00
26	Res New Const Mechanical Permit	$12,500.00
10	Res New Const Plumbing Permit	$2.00
1	Res Patio Cover Permit	$18,000.00
2	Res Retaining Wall Permit	$16,000.00
47	Res Roofing Permit	$641,030.00
6	Res Single-Fam New Const Bldg Permit	$1,427,150.00
6	Res Single-Fam Remodel Building Permit	$188,032.00
1	Res Solar Permit	$38,000.00
4	Res Swimming Pool / Hot Tub Permit	$147,192.00
2	zzRes House Moving (In) Permit	$70,000.00
	Total Value of Building - Residential:	**2,982,559.72**

Grand Total:	**$27,694,128.72**



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 6/1/2026 to 6/30/2026

Building - Commercial & Industrial

Alteration of Man Home Or Const of Space

Issued	Location	Applicant	Case #	Value
6/24/26	209 GAYLE DR, MIDWEST CITY, OK, 73130	TeFawn Hail	B-26-1968	$70,000.00
6/26/26	10301 SE 29TH ST, 711, MIDWEST CITY, OK, 73130	TeFawn Hail	B-26-1990	$70,000.00
				$140,000.00

Com Fence Permit

Issued	Location	Applicant	Case #	Value
6/4/26	1001 S DOUGLAS BLVD, MIDWEST CITY, OK, 73130	Tony Mussatto	B-26-1347	$58,189.00
				$58,189.00

Com General Electrical Permit

Issued	Location	Applicant	Case #	Value
6/8/26	8201 E RENO AVE, Midwest City, OK, 73110	Charee Red Thurman	B-26-1792	$0.00
6/11/26	100 N MIDWEST BLVD, MIDWEST CITY, OK, 73110	Chris Clark	B-26-1847	$0.00
6/12/26	2515 S POST RD, MIDWEST CITY, OK, 73130	Don Schimmels Electric	B-26-1747	$75,000.00
6/22/26	8730 SE 15TH ST, MIDWEST CITY, OK, 73110	Tracy Wilkins	B-26-1932	
				$75,000.00

Com General Mechanical Permit

Issued	Location	Applicant	Case #	Value
6/2/26	1609 FELIX PL, MIDWEST CITY, OK, 73110	Carrie Scott	B-26-1574	$878,240.00
6/5/26	100 N MIDWEST BLVD, MIDWEST CITY, OK, 73110	dustin demory	B-26-1677	$0.00
6/30/26	7301 SE 29TH ST, MIDWEST CITY, OK, 73110	SHAUN KELLEY	B-26-2045	
				$878,240.00

Com General Plumbing Permit

Issued	Location	Applicant	Case #	Value
6/10/26	1609 FELIX PL, Midwest City, OK, 73110	Doug Haslett	B-26-0523	
6/16/26	8201 E RENO AVE, MIDWEST CITY, OK, 73110	William Burl Moody	B-26-1842	$10,000.00
6/23/26	1609 FELIX PL, Midwest City, OK, 73110	James Wilkerson	B-26-1933	$9,000.00
6/29/26	6012 SE 15TH ST, MIDWEST CITY, OK, 73110	Daniel Chesnut	B-26-2011	$0.00

$19,000.00

Com New Certificate of Occupancy

Issued	Location	Applicant	Case #	Value
6/8/26	140 S MIDWEST BLVD, H, MIDWEST CITY, OK, 73110	Naomi Ngoka	B-26-1645	$140.00
6/10/26	351 N AIR DEPOT BLVD, HH, MIDWEST CITY, OK, 73110	James Locke	B-26-0472	$1,000.00
6/10/26	351 N AIR DEPOT BLVD, GG, MIDWEST CITY, OK, 73110	James Locke	B-26-0359	$2,000.00

$3,140.00

Com New Const Bldg Permit

Issued	Location	Applicant	Case #	Value
6/8/26	1716 S SOONER RD, MIDWEST CITY, OK, 73110	Michael Gamble	B-26-0946	$1,500,000.00
6/17/26	8480 E RENO AVE, Midwest City, OK, 73110	Jake Sumners	B-26-1413	$50,000.00

$1,550,000.00

Com New Const Electrical Permit

Issued	Location	Applicant	Case #	Value
6/1/26	9309 SE 29TH ST, MIDWEST CITY, OK, 73130	Matt Backus	B-26-1668	
6/4/26	9309 SE 29TH ST, MIDWEST CITY, OK, 73130	Matt Backus	B-26-0999	
6/4/26	3301 SUNVALLEY DR, MIDWEST CITY, OK, 73110	Electrical Solutions	B-26-1684	$352,000.00
6/22/26	137 W RIDGEWOOD DR, MIDWEST CITY, OK, 73110	Muhammad Ghani	B-26-1931	
6/23/26	249 N DOUGLAS BLVD, MIDWEST CITY, OK, 73110	Adrian Alvizu	B-26-1974	

$352,000.00

Com New Const Mechanical Permit

Issued	Location	Applicant	Case #	Value
6/2/26	9309 SE 29TH ST, MIDWEST CITY, OK, 73130	Mike Tangella	B-26-1628	$250,000.00
6/4/26	9309 SE 29TH ST, MIDWEST CITY, OK, 73130	Mike Tangella	B-26-1629	$250,000.00
6/4/26	9309 SE 29TH ST, MIDWEST CITY, OK, 73130	Mike Tangella	B-26-1630	$250,000.00
6/4/26	9309 SE 29TH ST, MIDWEST CITY, OK, 73130	Mike Tangella	B-26-1631	$250,000.00
6/15/26	9203 SE 15TH ST, MIDWEST CITY, OK, 73130	Terry Shinn	B-26-1866	

$1,000,000.00

Com New Const Plumbing Permit

Issued	Location	Applicant	Case #	Value
6/22/26	1609 FELIX PL, Midwest City, OK, 73110	Doug Haslett	B-26-1965	

Com Remodel Bldg Permit

Issued	Location	Applicant	Case #	Value
6/4/26	1001 S DOUGLAS BLVD, MIDWEST CITY, OK, 73130	Tony Mussatto	B-26-1194	$250,000.00
6/8/26	1104 S AIR DEPOT BLVD, 2, MIDWEST CITY, OK, 73110	Renee Mack	B-26-1644	$1,000.00

$251,000.00

Com Roofing Permit

Issued	Location	Applicant	Case #	Value
6/5/26	916 S DOUGLAS BLVD, MIDWEST CITY, OK, 73130	Steven Walden	B-26-1746	$199,000.00
6/22/26	1609 FELIX PL, MIDWEST CITY, OK, 73110	Denise Reed	B-26-1957	$500,000.00
6/30/26	7271 SE 29TH ST, MIDWEST CITY, OK, 73110	Performance Roofing Inc dba A-Best Roofing	B-26-1535	$0.00

$699,000.00

Com Sign Permit

Issued	Location	Applicant	Case #	Value
6/26/26	8713 E MAIN ST, MIDWEST CITY, OK, 73110	Grayson Ridgway	B-26-1861	$2,000.00

$2,000.00

Building - Public & Semi-Public

School New Const Bldg Permit

Issued	Location	Applicant	Case #	Value
6/11/26	2009 S POST RD, MIDWEST CITY, OK, 73130	Jordan Hall	B-26-0948	$9,800,000.00
6/16/26	213 ELM ST, MIDWEST CITY, OK, 73110	Jordan Hall	B-26-0947	$9,800,000.00

$19,600,000.00

School Remodel Bldg Permit

Issued	Location	Applicant	Case #	Value
6/25/26	1621 MAPLE DR	Shelby Christian	B-26-1993	$0.00

$0.00

Building - Residential

Res Accessory Bldg Permit

Issued	Location	Applicant	Case #	Value
6/18/26	2557 TURTLE WAY, MIDWEST CITY, OK, 73130	Tuff Shed Inc.	B-26-1773	$6,782.99

$6,782.99

Res Driveway Permit

Issued	Location	Applicant	Case #	Value
6/9/26	1310 ZACHRY CIR, MIDWEST CITY, OK, 73110	ALEXANDER GUTIERREZ	B-26-1803	$8,800.00
6/10/26	9606 NE 3RD ST, MIDWEST CITY, OK, 73130	Centerline Concrete Services	B-26-1824	$2,000.00
6/17/26	11644 ZANDRA AVE, MIDWEST CITY, OK, 73130	Mitch Wagner	B-26-1934	$5,000.00
6/24/26	2108 S AIR DEPOT BLVD, MIDWEST CITY, OK, 73110	Marco melendez	B-26-1937	$10,000.00
6/25/26	404 MONRONEY DR, MIDWEST CITY, OK, 73110	Adriana Martinez Macias	B-26-1962	$0.00
6/30/26	9321 LYRIC LN, MIDWEST CITY, OK, 73130	Bill's Custom Concrete/Rapheal Guinn	B-26-2015	$5,985.00

$31,785.00

Res Fence Permit

Issued	Location	Applicant	Case #	Value
6/8/26	4206 N SHADYBROOK DR, MIDWEST CITY, OK, 73110	KFK INVESTMENTS LLC	B-26-1686	$3,000.00
6/8/26	4208 N SHADYBROOK DR, MIDWEST CITY, OK, 73110	KFK INVESTMENTS LLC	B-26-1687	$3,000.00
6/16/26	10730 PAINTED TURTLE WAY, MIDWEST CITY, OK, 73130	Jason Dumas	B-26-1794	$3,200.00
				$9,200.00

Res General Electrical Permit

Issued	Location	Applicant	Case #	Value
6/1/26	112 E NORTHRUP DR, MIDWEST CITY, OK, 73110	Adelaido Godinez	B-26-1685	
6/1/26	735 E FROLICH DR, MIDWEST CITY, OK, 73110	towma edwards	B-26-1694	
6/2/26	209 TUNBRIDGE RD, MIDWEST CITY, OK, 73130	Brian Wood	B-26-1739	
6/2/26	203 GAYLE DR, MIDWEST CITY, OK, 73130	David Krag	B-26-1741	$0.00
6/8/26	1226 WILKINSON DR, MIDWEST CITY, OK, 73130	Chelsea Myers	B-26-1742	$16,701.35
6/8/26	1804 N KEY BLVD, MIDWEST CITY, OK, 73110	William Beatty	B-26-1770	$0.00
6/8/26	2401 CHERRY LN, MIDWEST CITY, OK, 73130	Kylie Grimes	B-26-1755	
6/8/26	924 S WESTMINSTER RD, MIDWEST CITY, OK, 73130	Kylie Grimes	B-26-1767	
6/8/26	2909 WOODCREEK, MIDWEST CITY, OK, 73110	Kylie Grimes	B-26-1789	
6/9/26	3521 SUNVALLEY DR, MIDWEST CITY, OK, 73110	Tadd A Bliss	B-26-1752	
6/12/26	10108 OAK PARK DR, MIDWEST CITY, OK, 73130	Kaitlyn Waddell	B-26-1735	
6/16/26	1912 SAINT PETER, MIDWEST CITY, OK, 73141	Brandon Sumpter	B-26-1860	$5,000.00
6/18/26	3409 SHADYBROOK DR, MIDWEST CITY, OK, 73110	Kylie Grimesw	B-26-1800	
6/18/26	1020 HICKORY LN, MIDWEST CITY, OK, 73110	Billy Coy	B-26-1881	
6/18/26	9105 NE 3RD ST, MIDWEST CITY, OK, 73130	Kaitlyn Waddell	B-26-1890	
6/18/26	10301 SE 29TH ST, 709, MIDWEST CITY, OK, 73130	David Krag	B-26-1904	
6/18/26	10301 SE 29TH ST, 618, MIDWEST CITY, OK, 73130	David Krag	B-26-1902	
6/18/26	1201 CALDWELL DR, MIDWEST CITY, OK, 73130	nathan guerrero	B-26-1950	$4,000.00
6/18/26	8806 NE 2ND ST, MIDWEST CITY, OK, 73110	Christopher Unruh	B-26-1877	$0.00
6/22/26	1309 LOCUST DR, MIDWEST CITY, OK, 73110	Kylie Grimes	B-26-1946	
6/22/26	620 MITCHELL DR, MIDWEST CITY, OK, 73110	Spencer Electric	B-26-1888	$1,800.00
6/24/26	1312 GRAND MANOR, MIDWEST CITY, OK, 73130	Kylie Grimes	B-26-1941	
6/24/26	12130 SE 15TH ST, MIDWEST CITY, OK, 73020	Kylie Grimes	B-26-1942	
6/25/26	13179 RED OAK DR, MIDWEST CITY, OK, 73020	Cheryl Walker	B-26-1977	$2,500.00

6/29/26	8814 NE 2ND ST, MIDWEST CITY, OK, 73110	ryan annesley	B-26-1966	$2,500.00
6/29/26	321 N POST RD, MIDWEST CITY, OK, 73130	mark corwine	B-26-1992	$10,000.00
6/29/26	9013 NE 17TH ST, MIDWEST CITY, OK, 73141	Donald B Couser	B-26-1351	$3,500.00

$46,001.35

Res General Mechanical Permit

Issued	Location	Applicant	Case #	Value
6/1/26	301 CHAR LN, MIDWEST CITY, OK, 73110	Kylie Grimes	B-26-1656	
6/1/26	8806 NE 2ND ST, MIDWEST CITY, OK, 73110	EMILIO GRANJA	B-26-1699	$8,000.00
6/2/26	2038 HUNTINGTON RD, MIDWEST CITY, OK, 73130	Airco Service	B-26-1615	$20,165.00
6/4/26	813 W IDYLWILD DR, MIDWEST CITY, OK, 73110	Kylie Grimes	B-26-1683	
6/5/26	301 W KERR DR, MIDWEST CITY, OK, 73110	Christopher Hunter	B-26-1701	$15,000.00
6/5/26	1013 STANSELL DR, MIDWEST CITY, OK, 73110	Christopher Hunter	B-26-1702	$23,000.00
6/5/26	2508 MURRAY DR, OK, MIDWEST CITY, 73110	Mark Doolittle	B-26-1753	
6/8/26	1017 W IDYLWILD DR, MIDWEST CITY, OK, 73110	Airco Service	B-26-1765	$10,079.00
6/8/26	908 W IDYLWILD DR, MIDWEST CITY, OK, 73110	Airco Service	B-26-1682	$10,979.00
6/8/26	2401 CHERRY LN, MIDWEST CITY, OK, 73130	Kylie Grimes	B-26-1768	
6/8/26	924 S WESTMINSTER RD, MIDWEST CITY, OK, 73130	Kylie Grimes	B-26-1756	
6/8/26	3409 SHADYBROOK DR, MIDWEST CITY, OK, 73110	Kylie Grimes	B-26-1777	
6/12/26	1105 BEACH AVE, MIDWEST CITY, OK, 73110	Jaime Delgado Martinez	B-26-1856	$700.00
6/15/26	1505 MCGREGOR DR, MIDWEST CITY, OK, 73130	Megan Alger	B-26-1826	$2,725.10
6/17/26	933 COVINGTON LN, MIDWEST CITY, OK, 73130	ADVENT mechanical	B-26-1779	$8,000.00
6/17/26	10316 SE 14TH ST, MIDWEST CITY, OK, 73130	ADVENT mechanical	B-26-1798	$8.00
6/17/26	1929 ALBERT DR, MIDWEST CITY, OK, 73130	Airco Service	B-26-1868	$10,367.00
6/17/26	9901 FOX FAIR HOLLOW, MIDWEST CITY, OK, 73130	Kylie Grimes	B-26-1843	
6/17/26	3009 N GLENOAKS DR, MIDWEST CITY, OK, 73110	Justin Martin	B-26-1673	$11,000.00
6/18/26	432 W FAIRCHILD DR, MIDWEST CITY, OK, 73110	Lisa Nungester	B-26-1893	$14,000.00
6/18/26	1104 LIVEOAK DR, MIDWEST CITY, OK, 73110	Kylie Grimes	B-26-1875	
6/18/26	1309 LOCUST DR, MIDWEST CITY, OK, 73110	Kylie Grimes	B-26-1848	
6/18/26	8814 NE 2ND ST, MIDWEST CITY, OK, 73110	ATTAOUI, ADAM A	B-26-1936	$5,000.00
6/18/26	800 GLENMANOR DR, MIDWEST CITY, OK, 73110	Chelsea Myers	B-26-1846	
6/23/26	221 WIMBLEDON RD, MIDWEST CITY, OK, 73130	Breanna Andree-Couturier	B-26-1944	$9,980.00
6/29/26	816 LOTUS AVE, MIDWEST CITY, OK, 73130	daniel boyle	B-26-1975	$16,000.00

6/29/26	2032 CAMELOT DR, MIDWEST CITY, OK, 73130	Kylie Grimes	B-26-1983	
6/29/26	1202 BELL DR, MIDWEST CITY, OK, 73110	Airco Service	B-26-2012	$7,678.00
6/29/26	710 CROSBY BLVD, MIDWEST CITY, OK, 73110	Pronto Heating & Air	B-26-1987	$0.00
6/29/26	9013 NE 17TH ST, MIDWEST CITY, OK, 73141	Marshall Spohn	B-26-2004	
6/30/26	5825 SE 9TH ST, MIDWEST CITY, OK, 73110	Pronto Heating & Air	B-26-1988	$0.00
6/30/26	3408 N IDYLWILD DR, MIDWEST CITY, OK, 73110	ADVENT mechanical	B-26-1967	$7.00
				$172,688.10

Res General Plumbing Permit

Issued	Location	Applicant	Case #	Value
6/1/26	1120 S POST RD, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-1678	$0.00
6/1/26	7801 NE 10TH ST, MIDWEST CITY, OK, 73110	Bailey D	B-26-1690	$0.00
6/1/26	735 E FROLICH DR, MIDWEST CITY, OK, 73110	Matthew Davidson	B-26-1695	
6/1/26	2508 ROBIN RD	Earl Braggs	B-26-1655	
6/2/26	644 LLOYD AVE, MIDWEST CITY, OK, 73130	Bridgette m Curtis	B-26-1743	$8,500.00
6/2/26	2420 GRAPEVINE DR, MIDWEST CITY, OK, 73130	MARIAN BENDER	B-26-1740	$4,550.00
6/3/26	6117 SE 8TH ST, MIDWEST CITY, OK, 73110	Shani Litvinov	B-26-1734	$2,480.00
6/4/26	11512 VILLAGE AVE, MIDWEST CITY, OK, 73130	A&T MECHANICAL	B-26-1744	$3,500.00
6/4/26	103 CHERRYWOOD DR, MIDWEST CITY, OK, 73110	Champion Plumbing	B-26-1704	$1,000.00
6/4/26	307 E ERCOUPE DR, MIDWEST CITY, OK, 73110	Brent Harpole	B-26-1749	$1,000.00
6/4/26	10301 SE 29TH ST, 618, MIDWEST CITY, OK, 73130	STANLEY PLUMBING SERVICES LLC	B-26-1751	$0.00
6/8/26	6104 SE 8TH ST, MIDWEST CITY, OK, 73110	Airco Service	B-26-1614	$3,058.00
6/8/26	1226 WILKINSON DR, MIDWEST CITY, OK, 73130	Glen Benson	B-26-1705	
6/8/26	1701 MARKWOOD ST, MIDWEST CITY, OK, 73130	Beth Chapman	B-26-1760	$14,156.16
6/8/26	2101 SAINT LUKE, MIDWEST CITY, OK, 73141	Beth Chapman	B-26-1764	$18,500.00
6/8/26	309 WILSON DR, MIDWEST CITY, OK, 73110	Wiggy, Scott	B-26-1776	
6/8/26	813 LOTUS AVE, MIDWEST CITY, OK, 73130	Bridgette m Curtis	B-26-1782	$6,500.00
6/8/26	813 LOTUS AVE, MIDWEST CITY, OK, 73130	Bridgette m Curtis m Curtis	B-26-1782	$6,500.00
6/8/26	10301 SE 29TH ST, 709, MIDWEST CITY, OK, 73130	STANLEY PLUMBING SERVICES LLC	B-26-1780	$0.00
6/10/26	1205 LOFTIN DR, MIDWEST CITY, OK, 73130	Tim Morton	B-26-1738	$10,000.00
6/11/26	607 DAVIDSON RD, MIDWEST CITY, OK, 73130	Bridgette m Curtis	B-26-1805	$12,500.00
6/16/26	112 E MARSHALL DR, MIDWEST CITY, OK, 73110	Beth Chapman	B-26-1873	$9,000.00
6/16/26	3200 DEL REY DR, MIDWEST CITY, OK, 73110	Staci Newton	B-26-1859	

6/16/26	109 W KERR DR, MIDWEST CITY, OK, 73110	Beth Chapman	B-26-1865	$5,987.37
6/18/26	302 LOTUS AVE, MIDWEST CITY, OK, 73130	MAIAN BENDER	B-26-1943	$475.00
6/23/26	816 LOTUS AVE, MIDWEST CITY, OK, 73130	Brad Brand	B-26-1964	$0.00
6/23/26	10824 TUMILTY AVE, MIDWEST CITY, OK, 73130	Airco Service	B-26-1938	$4,189.00
6/23/26	2504 POST OAK RD, MIDWEST CITY, OK, 73020	Andrew Steindl	B-26-1971	$5,000.00
6/24/26	2586 SHADY HOLLOW, MIDWEST CITY, OK, 73020	Holly Ray	B-26-1973	$15,887.75
6/25/26	412 ASKEW DR, MIDWEST CITY, OK, 73110	Randy Hansmeyer	B-26-2005	$0.00
6/26/26	603 SAINT PAUL AVE, MIDWEST CITY, OK, 73130	Holly Ray	B-26-1984	$0.00
6/29/26	9821 RAIL RD, MIDWEST CITY, OK, 73130	Airco Service	B-26-1954	$3,613.00
6/29/26	5104 KAREN DR, OKLAHOMA CITY, OK, 73135	Holly Ray	B-26-1989	$0.00
6/29/26	2900 ROBIN RD, MIDWEST CITY, OK, 73110	Brett Pursell	B-26-2007	$0.00
6/29/26	836 E TOWRY DR, MIDWEST CITY, OK, 73110	Justin Price	B-26-1553	
6/30/26	806 STANSELL DR	RICHARD W TERRY	B-26-1953	
6/30/26	924 BROWN DR, MIDWEST CITY, OK, 73110	Cary Dodd	B-26-1970	$900.00
6/30/26	3604 GLENMANOR CIR, MIDWEST CITY, OK, 73110	Hector	B-26-2039	$2,500.00
				$139,796.28

Res Multi-Fam Remodel Bldg Permit

Issued	Location	Applicant	Case #	Value
6/19/26	1168 N DOUGLAS BLVD #18	ZUBEK, FRANK	B-26-1722	$9,000.00
				$9,000.00

Res New Const Mechanical Permit

Issued	Location	Applicant	Case #	Value
6/1/26	10064 FIR TER, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-1719	
6/1/26	10060 FIR TER, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-1720	$0.00
6/1/26	10056 FIR TER, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-1721	$0.00
6/1/26	10052 FIR TER, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-1723	$0.00
6/1/26	10048 FIR TER, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-1724	$0.00
6/1/26	10044 FIR TER, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-1725	$0.00
6/4/26	10045 FIR TER, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-1726	
6/4/26	10049 FIR TER, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-1727	$0.00
6/4/26	10053 FIR TER, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-1728	$0.00
6/4/26	10057 FIR TER, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-1729	$0.00
6/4/26	10061 FIR TER, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-1730	$0.00
6/4/26	10065 FIR TER, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-1731	$0.00

6/15/26	12604 FOREST TERR, MIDWEST CITY, OK, 73020	kory pittman	B-26-1841	$12,500.00
6/16/26	1905 MILL CREEK WAY, MIDWEST CITY, OK, 73020	Chelsea Myers	B-26-1807	
6/17/26	10043 SPRUCE LN, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-1783	
6/17/26	10047 SPRUCE LN, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-1784	$0.00
6/17/26	10051 SPRUCE LN, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-1785	$0.00
6/17/26	10055 SPRUCE LN, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-1786	$0.00
6/17/26	10063 SPRUCE LN, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-1787	$0.00
6/17/26	10059 SPRUCE LN, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-1788	$0.00
6/17/26	1224 CYPRESS WAY, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-1834	$0.00
6/17/26	1220 CYPRESS WAY, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-1835	$0.00
6/17/26	1216 CYPRESS WAY, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-1836	$0.00
6/17/26	1212 CYPRESS WAY, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-1837	$0.00
6/17/26	1208 CYPRESS WAY, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-1838	
6/30/26	10806 SE 28TH ST, MIDWEST CITY, OK, 73130	Justin Dirks	B-26-1951	
				$12,500.00

Res New Const Plumbing Permit

Issued	Location	Applicant	Case #	Value
6/5/26	10806 SE 28TH ST, MIDWEST CITY, OK, 73130	Meegan Holman	B-26-1757	$1.00
6/10/26	12510 FOREST TERR, MIDWEST CITY, OK, 73020	Christopher Shawn Sissons	B-26-1840	
6/15/26	1010 YAUPON DR, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-1855	
6/15/26	1014 YAUPON DR, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-1854	
6/15/26	1018 YAUPON DR, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-1853	
6/15/26	1022 YAUPON DR, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-1852	
6/15/26	1026 YAUPON DR, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-1851	
6/15/26	1030 YAUPON DR, MIDWEST CITY, OK, 73130	Donald Mohmed	B-26-1850	
6/23/26	7105 HILLTOP CT, MIDWEST CITY, OK, 73110	Autumn Jefferson	B-26-1955	$1.00
6/23/26	7107 HILLTOP CT, Midwest City, OK, 73110	Autumn Jefferson	B-26-1956	
				$2.00

Res Patio Cover Permit

Issued	Location	Applicant	Case #	Value
6/11/26	2605 GLEN AEIRE RD, MIDWEST CITY, OK, 73020	Andrew Rozek	B-26-1795	$18,000.00
				$18,000.00

Res Retaining Wall Permit

Issued	Location	Applicant	Case #	Value
6/12/26	8756 PATRIOT DR, Midwest City, OK, 73110	John Sevier	B-25-2131	$8,000.00
6/12/26	8750 PATRIOT DR, MIDWEST CITY, OK, 73110	John Sevier	B-25-2132	$8,000.00
				$16,000.00

Res Roofing Permit

Issued	Location	Applicant	Case #	Value
6/1/26	213 OAKTREE DR, Midwest City, OK, 73130	Bryce Kemp	B-26-1718	$0.00
6/1/26	11611 Tyson Court Midwest City, Oklahoma 73130	Gerardo Ochoa	B-26-1709	$0.00
6/1/26	800 E TOWRY DR, MIDWEST CITY, OK, 73110	Hollie DeYoung	B-26-1716	$15,000.00
6/1/26	603 SAINT PAUL AVE, MIDWEST CITY, OK, 73130	Peggy Morrison	B-26-1693	$0.00
6/1/26	2824 SHADYBROOK DR, MIDWEST CITY, OK, 73110	Parker Brothers Construction and Roofing inc.	B-26-1692	$14,233.00
6/1/26	9912 FOX FAIR HOLLOW, MIDWEST CITY, OK, 73130	Parker Brothers Construction and Roofing inc.	B-26-1703	$0.00
6/1/26	613 MARION AVE, MIDWEST CITY, OK, 73130	Parker Brothers Construction and Roofing inc.	B-26-1732	$25,723.00
6/2/26	1017 W IDYLWILD DR, MIDWEST CITY, OK, 73110	Priority Roofing	B-26-1671	$17,920.00
6/2/26	1605 PENNINGTON CIR, MIDWEST CITY, OK, 73130	Priority Roofing	B-26-1672	$8,882.00
6/2/26	9412 CALDWELL DR, MIDWEST CITY, OK, 73130	Annie Jenkins	B-26-1654	$27,741.00
6/2/26	5913 SE 10TH ST, MIDWEST CITY, OK, 73110	Priority Roofing	B-26-1676	$9,500.00
6/3/26	1624 WALTZ WAY, MIDWEST CITY, OK, 73130	Tristan Ullstrom	B-26-1750	$22,000.00
6/4/26	217 BRACK PL, MIDWEST CITY, OK, 73130	Vincent Lorenson	B-26-1763	$20,000.00
6/8/26	2325 SNAPPER LN, MIDWEST CITY, OK, 73130	Michael Duong	B-26-1775	$15,000.00
6/8/26	10209 LEXI CT, MIDWEST CITY, OK, 73130	HEINTZELMAN CONSTRUCTION & ROOFING LLC	B-26-1748	$17,000.00
6/8/26	704 CRESCENT CIR, MIDWEST CITY, OK, 73110	Eric Shoemaker	B-26-1774	$28,000.00
6/8/26	9112 INDIAN CREEK DR, MIDWEST CITY, OK, 73130	darryl heintzelman	B-26-0760	$14,000.00
6/8/26	10517 APPLEGROVE CIR, OK, MIDWEST CITY, 73130	Graham Dixon	B-26-1700	$0.00
6/9/26	10504 SE 25TH ST, MIDWEST CITY, OK, 73130	Dustin Hart	B-26-1797	$14,000.00
6/9/26	10216 LEXI CT, MIDWEST CITY, OK, 73130	Peggy Morrison	B-26-1808	$25,000.00
6/10/26	10212 LEXI CT, MIDWEST CITY, OK, 73130	CANTRELL EXTERIOR FINISHES LLC	B-26-1825	$19,000.00
6/11/26	227 W MICHAEL DR, MIDWEST CITY, OK, 73110	CANTRELL EXTERIOR FINISHES LLC	B-26-1845	$15,000.00
6/12/26	10244 ST PATRICK DR, MIDWEST CITY, OK, 73130	Anthony Strickland	B-26-1844	$11,000.00
6/12/26	3412 BROOKSIDE DR, Midwest City, OK, 73110	Robin Nation	B-26-1595	$9,200.00
6/15/26	620 MITCHELL DR, MIDWEST CITY, OK, 73110	central weatherproofing	B-26-1869	$5,000.00

6/15/26	10807 WINDMILL FARMS RD, MIDWEST CITY, OK, 73130	Trademark Exteriors Restoration	B-26-1864	$18,000.00
6/15/26	1901 DEERWOOD TRAIL, MIDWEST CITY, OK, 73130	Trademark Exteriors Restoration	B-26-1832	$16,800.00
6/16/26	10709 LE JEAN DR, Midwest City, OK, 73130	Cole Ryan Middleton	B-26-1857	$2,800.00
6/16/26	104 E MYRTLE DR, MIDWEST CITY, OK, 73110	Nathanial Grayson	B-26-1876	$11,000.00
6/16/26	312 W MIMOSA DR, MIDWEST CITY, OK, 73110	Teresa Lehman	B-26-1801	$13,000.00
6/16/26	925 LOCUST DR, MIDWEST CITY, OK, 73110	Parker Brothers Construction and Roofing inc.	B-26-1862	$12,000.00
6/17/26	13127 SHUMARD OAK DR, MIDWEST CITY, OK, 73020	Josh Tucker	B-26-1918	$33,000.00
6/17/26	213 W SILVER MEADOW DR, MIDWEST CITY, OK, 73110	Timothy Ross	B-26-1921	$16,000.00
6/17/26	9117 WHISPERING OAK DR, MIDWEST CITY, OK, 73130	Charles Tartaglione	B-26-1573	$5,000.00
6/18/26	3216 N VIEW POINT DR, MIDWEST CITY, OK, 73110	Annie Jenkins	B-26-1929	$16,815.00
6/18/26	201 E FAIRCHILD DR, MIDWEST CITY, OK, 73110	Annie Jenkins	B-26-1940	$9,819.00
6/18/26	3112 SHADYBROOK DR, MIDWEST CITY, OK, 73110	Priority Roofing	B-26-1930	$17,500.00
6/22/26	11713 TYSON CT, MIDWEST CITY, OK, 73130	Parker Brothers Construction and Roofing inc.	B-26-1948	$12,300.00
6/22/26	9108 PINE CREEK DR, MIDWEST CITY, OK, 73130	Parker Brothers Construction and Roofing inc.	B-26-1949	$18,000.00
6/25/26	3230 N HOLMAN CT, MIDWEST CITY, OK, 73110	American Capital Roofing & Const	B-26-2006	$15,000.00
6/25/26	1037 TALL OAKS DR, MIDWEST CITY, OK, 73110	Tristan Ullstrom	B-26-2009	$11,000.00
6/30/26	3600 ROSEWOOD DR, MIDWEST CITY, OK, 73110	Jennifer Baker	B-26-1827	$5,000.00
6/30/26	10904 BLUE SKY DR, OK, MIDWEST CITY, 73130	Teresa / J&M Roofing and Exterior Solutions	B-26-1947	$20,000.00
6/30/26	3213 N GLENHAVEN DR, MIDWEST CITY, OK, 73110	OK MHM Roofing and Construction OK	B-26-1978	$25,000.00
6/30/26	1721 MELODY DR, MIDWEST CITY, OK, 73130	Brian Mashburn	B-26-2025	$13,285.00
6/30/26	3002 EDGEWOOD DR, MIDWEST CITY, OK, 73110	Brian Mashburn	B-26-2027	$16,512.00
6/30/26	9713 NE 2ND ST, MIDWEST CITY, OK, 73130	TCS ROOFING & CONSTRUCTION LLC	B-26-2046	$0.00
				$641,030.00

Res Single-Fam New Const Bldg Permit

Issued	Location	Applicant	Case #	Value
6/1/26	12510 FOREST TERR, MIDWEST CITY, OK, 73020	Swm Sons	B-26-1459	$430,000.00
6/8/26	10818 SE 28TH ST, MIDWEST CITY, OK, 73130	LindaClark	B-26-1308	$201,300.00
6/8/26	10822 SE 28TH ST, MIDWEST CITY, OK, 73130	LindaClark	B-26-1324	$198,000.00
6/8/26	10830 SE 28TH ST, MIDWEST CITY, OK, 73130	LindaClark	B-26-1340	$185,000.00
6/8/26	10826 SE 28TH ST, MIDWEST CITY, OK, 73130	LindaClark	B-26-1328	$198,000.00
6/8/26	10814 SE 28TH ST, MIDWEST CITY, OK, 73130	LindaClark	B-26-1120	$214,850.00
				$1,427,150.00

Res Single-Fam Remodel Building Permit

Issued	Location	Applicant	Case #	Value
6/5/26	10425 SE 19TH ST, MIDWEST CITY, OK, 73130	Marcus Bishop	B-26-1670	$915.00
6/19/26	3604 WOODSIDE DR, MIDWEST CITY, OK, 73110	Dean Miller	B-26-1802	$31,000.00
6/24/26	229 CHAUCER CRESCENT, MIDWEST CITY, OK, 73130	Dustin Mason (Mason Homeworx LLC.)	B-26-1979	$10,000.00
6/25/26	5705 SE 5TH ST, MIDWEST CITY, OK, 73110	Brian Higgins	B-26-1878	$55,117.00
6/26/26	5625 SE 2ND ST, MIDWEST CITY, OK, 73110	Yinka Akindele	B-26-1489	$75,000.00
6/29/26	9809 LLOYD DR, OK, MIDWEST CITY, 73130	Billy Burrows	B-26-1539	$16,000.00
				$188,032.00

Res Solar Permit

Issued	Location	Applicant	Case #	Value
6/3/26	3600 RIDGEHAVEN DR, MIDWEST CITY, OK, 73110	ryan annesley	B-26-1343	$38,000.00
				$38,000.00

Res Swimming Pool / Hot Tub Permit

Issued	Location	Applicant	Case #	Value
6/3/26	9105 NE 3RD ST, MIDWEST CITY, OK, 73130	Megan Head	B-26-1737	$11,500.00
6/3/26	9105 NE 3RD ST, MIDWEST CITY, OK, 73130	Megan Head	B-26-1679	$0.00
6/9/26	13179 RED OAK DR, MIDWEST CITY, OK, 73020	Lisa Noller - Blue Haven Pools & Spas	B-26-1613	$100,692.00
6/15/26	1002 RYAN RIDGE CT, MIDWEST CITY, OK, 73130	Tracey A. Tate	B-26-1791	$35,000.00
				$147,192.00

zzRes House Moving (In) Permit

Issued	Location	Applicant	Case #	Value
6/24/26	209 GAYLE DR, MIDWEST CITY, OK, 73130	BENNETT TRUCK TRANSPORT	B-26-1972	$70,000.00
6/26/26	10301 SE 29TH ST, 711, MIDWEST CITY, OK, 73130	DIAMOND HOME TRANSPORT	B-26-2010	
				$70,000.00

Grand Total: $27,600,728.72



100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 6/1/2026 to 6/30/2026

Inspection Description	Count
Accessory Bldg Inspection	1
Building/Electrical General Inspection	2
Buildings - CO Inspection & Sign Off	5
Com Building Final Inspection	3
Com Duct Smoke Detector Retest/Reinspection (Building)	1
Com Duct Smoke Detector Retest/Reinspection (Fire Marsh	1
Com Electrical Ceiling Inspection	4
Com Electrical Final Inspection	4
Com Electrical Final Reinspection	1
Com Electrical Ground Inspection	3
Com Electrical Rough-in Inspection	4
Com Electrical Service Inspection	3
Com Electrical Wall Inspection	2
Com Fire Alarm Final Inspection	2
Com Fire Alarm Rough Inspection	1
Com Fire Sprinkler Final Inspection	1
Com Fire Sprinkler Rough Inspection	4
Com Footing & Building Setback Inspection	7
Com Framing Inspection	5
Com Framing Reinspection	3
Com Gas Piping Inspection	2
Com Grease Trap Rough Inspection (Building)	4
Com Grease Trap Rough Inspection (Line Maintenance)	2
Com Grease Trap Rough Reinspection (Line Maintenance)	1
Com Hood Suppression Inspection	1
Com Mechanical Ceiling Inspection	2
Com Mechanical Rough-in Inspection	4
Com Mechanical Rough-in Reinspection	1
Com Plumbing Final Inspection	3
Com Plumbing Final Reinspection	2
Com Plumbing Ground Inspection	3
Com Plumbing Rough-in Inspection	6
Com Sewer Service Inspection	4
Com Temporary Electrical Pole Inspection	2
Com Vent Hood Final Inspection (Building)	1
Com Vent Hood Final Inspection (Fire Marshal)	1
Com Water Service Line Inspection	1
Com Water Service Line Reinspection	2
Commercial Meter Tap Inspection	1
Electrical Generator Inspection	2
Electrical Generator Reinspection	1
Engineering Site Inspection (1-2 Residential)	2
Engineering Site Inspection 1-2 (Commercial)	1
Engineering Site Reinspection (Commercial)	1
Fire - CO Inspection & Sign Off	9

Fire - CO Reinspection & Sign Off	1
Fire Suppression System Acceptance Test (Inspection)	1
General Inspection	2
Hot Water Tank Inspection	10
Hot Water Tank Reinspection	4
Mechanical Change Out Inspection	15
Mechanical Change Out Reinspection	3
Placard Issued	1
Planning - CO Inspection & Sign Off	7
Plumbing/Mechanical General Inspection	3
Pre-Con Site Inspection/Meeting	7
Res Building Final Inspection	6
Res Building Final Reinspection	2
Res Carport Inspection	1
Res Driveway Inspection	18
Res Electrical Final Inspection	30
Res Electrical Final Reinspection	8
Res Electrical Pool Bonding Inspection	2
Res Electrical Rough-in Inspection	17
Res Electrical Rough-in Reinspection	8
Res Electrical Service Inspection	28
Res Electrical Service Reinspection	7
Res Footing & Building Setback Inspection	18
Res Framing Inspection	13
Res Framing Reinspection	4
Res Gas Meter Inspection	4
Res Gas Meter Reinspection	1
Res Gas Piping Inspection	6
Res Gas Piping Reinspection	1
Res Insulation Inspection	2
Res Mechanical Final Inspection	14
Res Mechanical Final Reinspection	1
Res Mechanical Rough-in Inspection	21
Res Mechanical Rough-in Reinspection	6
Res Plumbing Final Inspection	17
Res Plumbing Final Reinspection	3
Res Plumbing Ground Inspection	15
Res Plumbing Rough-in Inspection	21
Res Plumbing Rough-in Reinspection	5
Res Retaining Wall Final Inspection	1
Res Retaining Wall Inspection	1
Res Roofing Inspection	16
Res Roofing Reinspection	5
Res Sewer Service Inspection	23
Res Sewer Service Reinspection	4
Res Solar Final Inspection	1
Res Solar Final Reinspection	1
Res Storm Shelter Inspection	3
Res Termite Inspection	12
Res Water Service Line Inspection	19
Res Water Service Line Reinspection	1
Residential Meter Tap Inspection	16
Stormwater Site Inspection (Residential)	2
Utilities - CO Inspection & Sign Off	10
Utilities Site Inspection (Residential)	2
Utilities Site Inspection 3-4 (Commercial)	1
Visual Inspection	11

Total Number of Inspections:	578

Economic Development Department
100 N. Midwest Boulevard
Midwest City, OK 73110
Office: (405) 739-1218
rcoleman@MidwestCityOK.org

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Tim Lyon, General Manager/Administrator

DATE: July 28, 2026

RE: To Receive the Urban Renewal Authority's Fiscal Year 2025 - 2026 Annual Report.

The Oklahoma State Statutes (Title 11, § 38-107) mandates, on or before July 31 of each year, a report of its activities for the preceding fiscal year ending June 30, which report shall include a complete financial statement setting forth its assets, liabilities, income and operating expenses as of the end of such fiscal year.

At the time of filing the report, the Authority shall publish in a newspaper of general circulation in the area of operation, a notice to the effect that such report has been filed with the mayor and municipal governing body and that it is available for inspection during business hours in the office of the clerk or other appropriate officer of the municipality and in the office of the Urban Renewal Authority.

On July 15, 2025, the URA approved its FY 2025 – 2026 Annual Report and filed same with the City Clerk's Office. The required public notice will appeared in the July 29, 2026, edition of the Midwest City *Beacon*.

No action is necessary as this item is presented solely for informational purposes.

Tim Lyon
General Manager/Administrator

Attachment: FY 2025 – 2026 URA Annual Report
- **Revenues Report**
- **Detailed Budget Report**
- **Balance Sheet**

FY 2025 – 2026 ANNUAL REPORT OF THE

MIDWEST CITY URBAN RENEWAL AUTHORITY ("URA")

Summary

We began FY 2025 – 2026 with a fund balance of $2,707,573.94 and finished the year with a net balance of $2,280,203.39, which included encumbrances totaling $107,409.99. Most expenses were for professional services and other tasks relative to Project "Sunshine," the demolition, clearing and redevelopment of the former Heritage Park Mall ("HPM").

Plans for HPM are moving forward as we have tentatively selected construction manager, A.C. Owen, to coordinate the work. HPM Owners now have less than two months to clear all personal belongings from the site while we negotiate a contract with A.C. Owen.

Once a contract is finalized, A.C. Owen will enlist the help an environmental testing company to survey the mall for hazardous materials. A report detailing those findings will be made available to demolition contractors. A.C. Owen will bid the job as the project manager, and Staff feels the $2.28 in reserves is plenty to accommodate our plans provided no hazardous materials are found by the environmental contractors.

Revenues

For FY 2025 – 2026, the Finance Department reported the URA's total revenues as $139,739.18. This included our share of the annual rent collected from Raising Cane's Chicken Fingers, 2800 S Air Depot BL, ($90,000) and Taco Bell, 150 Brett DR, ($50,000) as part of the STC IV Development Agreement. This agreement provides for an equal split of the net proceeds from Participation Rent between STC IV LLC, a private entity, and the URA. Our *net* yield was $58,500.00, which is noted on the "General Government" line on the Revenue Report on Line 341. The URA also captured $81,239.18 in interest revenues based on the $2.28 million balance remaining in its coiffures from previous years. There were no additional transfers into the URA account from other sources.

Expenses & Encumbrances

In FY 2025 – 2026, the URA paid out a total of $47,180.51 of the $139,551.00 budgeted for Administrative & Professional Services. These funds were spent on a variety of activities related to Project Sunshine. We ended the year with a total of $107,409.99 that remain encumbered.

Most of the encumbrances were likely canceled in early July, but we did keep the following purchase orders open as they had already been assigned for work relative to the demolition of the former Whataburger, 6525 E Reno AV:

Midwest Wrecking	$61,480.00	Demolition, clearing of 6525 E Reno AV
Terracon Consultants	$ 2,200.00	NESHAP testing for 6525 E Reno AV

The remaining $15,040.00 was encumbered for Capital Outlay projects related to utility disconnects, relocations etc.

Attached to this report, please find financial statements setting forth the Authority's assets, liabilities, and fund balance as of June 30, 2026.

APPROVED by the Midwest City Urban Renewal Authority this 15TH day of July, 2026.

WADE MOORE, Chairman

ATTEST:

SHERRY BEAIRD, Secretary

City of Midwest City

FUND 201 URBAN RENEWAL AUTHORITY

ACCOUNT		ACCOUNT DESCRIPTION	CURRENT ESTIMATED	CURRENT ACTUAL	CURRENT %REV	YEAR-TO-DATE ESTIMATED	YEAR-TO-DATE ACTUAL	YEAR-TO-DATE %REV	ANNUAL ESTIMATE	UNREALIZED BALANCE
340		CHARGES FOR SERVICES								
341		GENERAL GOVERNMENT								
	03 06	SOONER TWN IV- PARTICIPAT	5,547	.00		55,066	58,500.00	106	55,066	3,434.00-
341	**	GENERAL GOVERNMENT	5,547	.00		55,066	58,500.00	106	55,066	3,434.00-
340	***	CHARGES FOR SERVICES	5,547	.00		55,066	58,500.00		55,066	3,434.00-
360		INTEREST REVENUE								
361		INTEREST								
	41 10	INVESTMENT INTEREST	9,217	.00		16,000	81,239.18	508	16,000	65,239.18-
361	**	INTEREST	9,217	.00		16,000	81,239.18	508	16,000	65,239.18-
360	***	INTEREST REVENUE	9,217	.00		16,000	81,239.18		16,000	65,239.18-
390		TRANSERS IN								
391		OPERATING								
	01 *	TRANSFERS IN	0	.00		0	.00		0	.00
391	**	OPERATING	0	.00		0	.00		0	.00
390	***	TRANSERS IN	0	.00		0	.00		0	.00
FUND TOTAL URBAN RENEWAL AUTHORITY			14,764	.00		71,066	139,739.18		71,066	68,673.18-
GRAND TOTAL			14,764	.00		71,066	139,739.18		71,066	68,673.18-

REPORT SELECTIONS

Fiscal year . . . . . : 2026
Fund . . . . . : 201
All Departments
All Divisions
Suppress accounts with zero balances . . . . : Y

FUND 201 URBAN RENEWAL AUTHORITY DEPT/DIV 9310 URBAN RENEWAL/URBAN RENEWAL

BA ELE OBJ SUB	SUB	ACCOUNT DESCRIPTION	CURRENT BUDGET	CURRENT ACTUAL	%EXP	YEAR-TO-DATE BUDGET	YEAR-TO-DATE ACTUAL	%EXP	ENCUMBR.	ANNUAL BUDGET	UNENCUMB. BALANCE	% BDGT
46		ECONOMIC DEVELOPMENT										
466		URA										
30		OTHER SERVICES AND CHARGE										
30	44	ADMN/PROFESSIONAL SVCS	89138	3500.00	4	139551	47180.51	34	92369.99	139551	.50	100
30	**	OTHER SERVICES AND CHARGE	89138	3500.00	4	139551	47180.51	34	92369.99	139551	.50	100
40		CAPITAL OUTLAY										
40	06	INFRASTRUCTURE	15040	43898.89-	292-	15040	43898.89-	292-	15040.00	15040	43898.89	192-
40	09	LAND	2236304	.00	0	2236304	.00	0	.00	2236304	2236304.00	0
40	**	CAPITAL OUTLAY	2251344	43898.89-	2-	2251344	43898.89-	2-	15040.00	2251344	2280202.89	1-
466	**	** URA	2340482	40398.89-	2-	2390895	3281.62	0	107409.99	2390895	2280203.39	5
46	**	** ECONOMIC DEVELOPMENT	2340482	40398.89-	2-	2390895	3281.62	0	107409.99	2390895	2280203.39	5
DIV	9310	TOTAL ******* URBAN RENEWAL	2340482	40398.89-	2-	2390895	3281.62	0	107409.99	2390895	2280203.39	5
DEPT	93	TOTAL ******* URBAN RENEWAL	2340482	40398.89-	2-	2390895	3281.62	0	107409.99	2390895	2280203.39	5
FUND	201	TOTAL ********* URBAN RENEWAL AUTHORITY	2340482	40398.89-	2-	2390895	3281.62	0	107409.99	2390895	2280203.39	5
GRAND		TOTAL *********	2340482	40398.89-	2-	2390895	3281.62	0	107409.99	2390895	2280203.39	5

201 URBAN RENEWAL AUTHORITY

		DEBITS	CREDITS	
	ASSETS			
101.00-00	CASH / GROSS REVENUE ACCOUNT	2,744,303.36		
	TOTAL ASSETS			2,744,303.36
	LIABILITIES			
206.00-00	PAYABLES / RETAINAGE PAYABLE		36,729.42	
	TOTAL LIABILITIES		36,729.42	
	FUND EQUITY			
245.00-00	EQUITY / RESERVED FOR ENCUMBRANCES		107,409.99	
FUND BALANCE			2,600,163.95	
	TOTAL FUND EQUITY		2,707,573.94	
	TOTAL LIABILITIES AND FUND EQUITY			2,744,303.36

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

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: July 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 June 2026, which is the twelfth (12) and final 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	948,482	978,394	921,839
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	9,640,776	10,619,170	11,541,009
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	860,279	798,654	1,153,145
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	9,917,834	10,716,488	11,869,633
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	88,203	179,740	-231,306
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	-277,058	-97,318	-328,624

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

June 12/FY 2026: $2,499,660
June 12/FY 2025: $2,828,242
June 12/FY 2024: $2,341,115
June 12/FY 2023: $2,565,242

*** 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: July 28, 2026

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

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

Park & Recreation (123) increased, and **MWC Welcome Center (45)** decreased due to fund balance transfer of $601,347 to close fund 45.

Economic Dev Authority (353) increased, and **Conv/ Visitors Bureau (46)** decreased because of the fund balance transfer of $960,236 to close fund 46.

Const Loan Payment Rev (178) decreased due to the payments to:

USACE Finance Center	<$3,850,000>

MWC Hospital Authority (425) activities for June:

Compounded Principal (9010) - unrealized loss on investment	<$301,810>
payment to SSM	<$1,639,986>
Discretionary (9050) - unrealized loss on investment	<$141,836>

Tiatia Cromar
Tiatia Cromar
Finance Director/ City Treasurer

City of Midwest City
Financial Summary by Fund
for Period Ending June, 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	11,152,405	(41,176)	10,698,872	4,521,645	(4,109,289)	412,356	11,111,228
10	GENERAL	16,634,299	(134,879)	14,881,636	47,046,825	(45,429,041)	1,617,784	16,499,420
13	STREET AND ALLEY FUND	2,218,925	-	2,116,708	628,328	(526,110)	102,217	2,218,925
14	TECHNOLOGY FUND	1,430,722	-	799,731	2,088,656	(1,457,665)	630,991	1,430,722
15	STREET LIGHT FEE	454,670	-	695,053	610,239	(850,623)	(240,384)	454,670
16	REIMBURSED PROJECTS	1,794,669	(1,600)	902,307	1,107,269	(216,506)	890,762	1,793,069
20	MWC POLICE DEPARTMENT	15,467,085	(2,661)	16,248,268	20,576,043	(21,359,887)	(783,844)	15,464,424
21	POLICE CAPITALIZATION	3,064,137	-	2,321,559	3,045,102	(2,302,523)	742,578	3,064,137
25	JUVENILE FUND	122,479	-	125,414	43,663	(46,598)	(2,935)	122,479
30	POLICE STATE SEIZURES	84,823	-	85,949	6,791	(7,917)	(1,125)	84,823
31	SPECIAL POLICE PROJECTS	97,227	-	92,543	9,684	(5,000)	4,684	97,227
35	EMPLOYEE ACTIVITY FUND	24,159	-	17,660	24,105	(17,606)	6,498	24,159
36	JAIL	327,246	-	313,718	85,790	(72,262)	13,528	327,246
37	POLICE IMPOUND FEE	154,709	-	153,924	34,912	(34,127)	785	154,709
40	MWC FIRE DEPARTMENT	10,799,076	(4)	10,334,533	15,875,536	(15,410,996)	464,539	10,799,072
41	FIRE CAPITALIZATION	1,883,398	-	3,122,389	980,435	(2,219,426)	(1,238,991)	1,883,398
45	MWC WELCOME CENTER	-	-	99,545	132,172	(231,718)	(99,545)	-
46	CONV / VISITORS BUREAU	-	-	(22,197)	302,403	(280,206)	22,197	-
60	CAPITAL DRAINAGE IMP	48,308	-	283,841	477,114	(712,646)	(235,532)	48,308
61	STORM WATER QUALITY	1,487,110	-	1,595,559	1,498,486	(1,606,936)	(108,449)	1,487,110
65	STREET TAX FUND	2,850,477	-	2,588,874	680,531	(418,928)	261,604	2,850,477
70	EMERGENCY OPER FUND	2,020,033	-	1,926,358	1,413,264	(1,319,589)	93,675	2,020,033
75	PUBLIC WORKS ADMIN	2,018,934	-	1,214,464	2,538,030	(1,733,560)	804,470	2,018,934
80	INTERSERVICE FUND	741,174	-	641,874	3,906,915	(3,807,616)	99,299	741,174
81	SURPLUS PROPERTY	1,118,608	(883,954)	197,245	79,368	(41,961)	37,408	234,653
115	ACTIVITY FUND	393,328	-	466,020	273,793	(346,486)	(72,692)	393,328
123	PARK & RECREATION	5,565,291	(150)	4,185,178	2,233,747	(853,784)	1,379,963	5,565,141
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	725,096	(725,096)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	268,342	-	301,962	104,006	(137,626)	(33,620)	268,342
143	GRANT FUNDS	79,242	(19,242)	60,000	1,048,096	(1,048,096)	-	60,000
157	CAPITAL IMPROVEMENTS	12,756,931	(237,135)	9,616,479	5,565,215	(2,661,897)	2,903,317	12,519,796
172	CAP. WATER IMP-WALKER	1,505,290	-	1,655,017	1,350,979	(1,500,706)	(149,727)	1,505,290
178	CONST LOAN PAYMENT REV	3,410,116	-	5,898,441	2,311,412	(4,799,737)	(2,488,325)	3,410,116
184	SEWER BACKUP FUND	254,207	-	164,471	89,737	-	89,737	254,207
186	SEWER CONSTRUCTION	6,200,409	-	4,727,583	2,032,384	(559,558)	1,472,827	6,200,409

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

Fund Number	Fund Description	Assets	Liabilities	6/30/2025 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
187	UTILITY SERVICES	1,988,665	(924)	1,560,388	1,654,957	(1,227,603)	427,354	1,987,742
188	CAP. SEWER IMP.-STROTH	3,676,255	(32,336)	2,702,775	2,509,504	(1,568,360)	941,143	3,643,918
189	UTILITIES CAPITAL OUTLAY	4,124,095	(105,509)	3,309,134	1,699,453	(990,000)	709,453	4,018,586
190	MWC SANITATION DEPARTMENT	8,070,453	-	8,406,772	9,994,434	(10,330,753)	(336,320)	8,070,453
191	MWC WATER DEPARTMENT	9,029,304	(3,081,730)	5,939,110	10,842,847	(10,834,383)	8,464	5,947,574
192	MWC SEWER DEPARTMENT	8,092,211	(69,452)	7,641,806	11,250,711	(10,869,758)	380,953	8,022,759
193	MWC UTILITIES AUTHORITY	1,418,058	-	1,382,263	37,795	(2,000)	35,795	1,418,058
194	DOWNTOWN REDEVELOPMENT	-	-	363,011	7,142	(370,153)	(363,011)	-
195	HOTEL/CONFERENCE CENTER	1,186,051	(1,353,160)	(556,117)	4,185,923	(3,796,915)	389,008	(167,109)
196	HOTEL 4% FF&E	1,097,873	-	967,216	177,107	(46,449)	130,657	1,097,873
197	JOHN CONRAD REGIONAL GOLF	2,345,871	(10,582)	1,723,950	2,293,489	(1,682,150)	611,339	2,335,289
201	URBAN RENEWAL AUTHORITY	2,751,543	(36,729)	2,571,116	146,978	(3,282)	143,697	2,714,813
202	RISK MANAGEMENT	1,794,331	-	1,678,061	1,952,484	(1,836,214)	116,269	1,794,331
204	WORKERS COMP	3,606,944	-	3,642,975	999,263	(1,035,295)	(36,031)	3,606,944
220	ANIMALS BEST FRIEND	199,173	(2,000)	141,209	93,684	(37,720)	55,964	197,173
225	HOTEL MOTEL FUND	-	-	-	996,198	(996,198)	-	-
230	CUSTOMER DEPOSITS	1,500,368	(1,500,368)	-	49,685	(49,685)	-	-
235	MUNICIPAL COURT	112,789	(112,789)	-	3,647	(3,647)	-	-
240	L & H BENEFITS	2,557,240	(51,499)	2,835,074	11,531,638	(11,860,971)	(329,333)	2,505,741
250	CAPITAL IMP REV BOND	1,669,919	(27,388,904)	(26,472,617)	12,247,184	(11,493,552)	753,632	(25,718,985)
270	2018 ELECTION G.O. BOND	2,083,476	-	2,571,356	185,912	(673,792)	(487,880)	2,083,476
271	2018 G.O. BONDS PROPRIETARY	-	-	-	-	-	-	-
272	2022 ISSUE G.O. BOND	833,712	-	906,819	29,190	(102,297)	(73,107)	833,712
310	DISASTER RELIEF	8,411,343	(226,774)	8,091,790	507,094	(414,315)	92,779	8,184,569
340	REVENUE BOND SINKING FUND	-	-	-	2,611,184	(2,611,184)	-	-
350	G. O. DEBT SERVICES	2,700,901	(14,576)	2,817,853	3,881,423	(4,012,950)	(131,527)	2,686,326
352	SOONER ROSE TIF	1,719,421	-	1,589,915	1,752,931	(1,623,425)	129,506	1,719,421
353	ECONOMIC DEV AUTHORITY	60,516,147	(50,861,599)	10,288,696	1,985,216	(2,619,365)	(634,149)	9,654,547
354	NORTHSIDE TIF	238,576	(267,076)	(239,301)	210,801	-	210,801	(28,500)
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	119,842,797	(3,828)	115,727,316	12,937,940	(8,826,282)	4,111,658	119,838,974
425-9050	MWC HOSP AUTH-DISCRETIONARY	28,942,715	(944)	23,574,323	7,530,730	(2,163,284)	5,367,447	28,941,770
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	11,614,883	(2,500)	11,304,646	1,030,196	(722,459)	307,737	11,612,383
425-9080	MWC HOSP AUTH GRANTS	457,492	-	569,062	582,598	(694,169)	(111,570)	457,492
425-9090	MWC HOSP AUTH OPIOID SETTLEMENT	1,706,900	(5,721)	1,407,942	294,968	(1,730)	293,238	1,701,180
	TOTAL	400,723,363	(86,449,802)	294,963,549	229,662,076	(210,352,060)	19,310,016	314,273,565

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

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Ryan Rushing, Director of Operations

DATE: July 28, 2026

SUBJECT: Review of the monthly report of the Delta Hotel at the Reed Center

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

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

Fiscal Year 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
Revenue												
Budgeted (MTD)	345,128	451,945	426,170	530,010	423,359	249,419	233,468	381,724	509,728	563,942	453,455	573,340
Actual (MTD)	208,014	309,651	475,816	314,230	291,688	180,170	197,846	396,981	447,393	437,063	389,472	537,598
Budgeted (YTD)	345,128	797,073	1,223,243	1,753,253	2,176,612	2,426,031	2,659,499	3,041,223	3,550,951	4,114,893	4,568,348	5,141,688
Actual (YTD)	208,014	517,664	993,480	1,307,711	1,599,399	1,779,569	1,977,415	2,374,396	2,821,789	3,258,853	3,648,325	4,185,923
Expenses												
Budgeted (MTD)	374,303	417,304	406,217	453,432	392,053	349,688	325,962	370,551	435,730	473,637	414,965	449,504
Actual (MTD)	307,558	277,081	328,183	332,368	325,159	250,465	272,441	307,824	371,931	364,850	322,692	336,364
Budgeted (YTD)	374,303	791,607	1,197,824	1,651,256	2,043,309	2,392,997	2,718,959	3,089,510	3,525,240	3,998,877	4,413,842	4,863,346
Actual (YTD)	307,558	584,638	912,821	1,245,189	1,570,347	1,820,813	2,093,254	2,401,078	2,773,009	3,137,859	3,460,551	3,796,915
Revenue vs. Expenses												
Budgeted (MTD)	(29,175)	34,641	19,953	76,578	31,306	(100,269)	(92,494)	11,173	73,998	90,305	38,490	123,836
Actual (MTD)	(99,544)	32,570	147,633	(18,137)	(33,471)	(70,295)	(74,595)	89,157	75,462	72,213	66,780	201,234
Budgeted (YTD)	(29,175)	5,466	25,419	101,997	133,303	33,034	(59,460)	(48,287)	25,711	116,016	154,506	278,342
Actual (YTD)	(99,544)	(66,974)	80,659	62,522	29,051	(41,244)	(115,839)	(26,682)	48,780	120,993	187,774	389,008
Key Indicators												
Hotel Room Revenue	155,168	166,113	282,553	219,988	171,036	126,927	146,576	243,030	315,263	289,797	343,810	354,301
Food and Banquet Revenue	48,240	136,359	171,367	85,382	100,211	50,834	45,624	132,318	112,573	133,995	44,004	151,202

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
Revenue												
Budgeted (MTD)	361,558	447,298	478,624	481,412	554,152	264,524	194,867	413,768	551,005	545,390	523,917	676,519
Actual (MTD)	236,840	348,667	396,465	536,644	414,135	166,685	197,392	456,186	405,012	346,182	515,182	564,385
Budgeted (YTD)	361,558	808,856	1,287,480	1,768,892	2,323,044	2,587,568	2,782,435	3,196,203	3,747,208	4,292,598	4,816,515	5,493,034
Actual (YTD)	236,840	585,507	981,973	1,518,617	1,932,752	2,099,437	2,296,829	2,753,015	3,158,028	3,504,209	4,019,391	4,583,776
Expenses												
Budgeted (MTD)	323,603	354,158	392,893	439,581	398,058	274,391	274,767	353,581	426,058	417,715	382,026	444,968
Actual (MTD)	356,855	359,066	319,753	400,006	407,917	317,156	272,336	394,563	418,974	589,240	443,618	444,353
Budgeted (YTD)	323,603	677,761	1,070,654	1,510,235	1,908,293	2,182,684	2,457,451	2,811,032	3,237,090	3,654,805	4,036,831	4,481,799
Actual (YTD)	356,855	715,922	1,035,674	1,435,680	1,843,597	2,160,753	2,433,089	2,827,652	3,246,625	3,835,865	4,279,483	4,723,836
Revenue vs. Expenses												
Budgeted (MTD)	37,955	93,140	85,731	41,831	156,094	(9,867)	(79,900)	60,187	124,947	127,675	141,891	231,551
Actual (MTD)	(120,015)	(10,399)	76,712	136,639	6,218	(150,471)	(74,944)	61,623	(13,961)	(243,058)	71,564	120,032
Budgeted (YTD)	37,955	131,095	216,826	258,657	414,751	404,884	324,984	385,171	510,118	637,793	779,684	1,011,235
Actual (YTD)	(120,015)	(130,414)	(53,702)	82,937	89,155	(61,316)	(136,260)	(74,636)	(88,598)	(331,656)	(260,092)	(140,060)
Key Indicators												
Hotel Room Revenue	158,572	164,803	212,709	257,792	256,673	125,250	137,099	211,512	234,447	207,899	321,960	335,740
Food and Banquet Revenue	59,344	173,788	118,445	242,896	145,237	38,147	52,875	215,032	138,082	108,007	126,941	144,794

MIDWEST CITY

Where the Spirit Flies High

MUNICIPAL AUTHORITY

AGENDA

MUNICIPAL AUTHORITY AGENDA

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

July 28, 2026 - 3:01 PM

Presiding members: Chairman Rick Rice		City Staff:
Trustee Brian Triger	Trustee Raymond Melton	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Marc Thompson	Secretary Sara Hancock
Trustee Sara Bana	Trustee Rick Favors	Authority Attorney Don Maisch

A. CALL TO ORDER.

B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any Trustee requests to discuss an item(s) or if there is not 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 June 23, 2026. (Secretary - S. Hancock)

2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2026-2027 increases and decreases: Construction Loan Payment, expenditures/UPI (42) $-2,000,000. MWC Sanitation Department, expenditures/Remodel (44) $-350,000. Construction Loan Payment, expenditures/Utility Improvements (42) $-129,792. MWC Water Department, expenditures/Equipment (42) $129,792. MWC Sewer Department, expenditures/Vehicles (43) $44,486. Capital Drainage Improvements, revenues/Transfers In (00) $250,943. Storm Water Quality, revenues/Transfers In (00) $155,901. Sewer Construction, revenues/Transfers In (00) $3,807,906. MWC Sanitation Department, revenues/Transfers In (41) $1,733,533. MWC Water Department, revenues/Transfers In (00) $175,279. MWC Sewer Department, revenues/Transfers In (00) $107,500. (Finance - T. Cromar)

3. Discussion, consideration and possible action of approving a resolution for the Midwest City Municipal Authority, a public trust, to release unappropriated fund balances in the amount of $26,906,189 at the close of day June 30, 2026 to be made available for fiscal year 2026-2027; and amending the budget for fiscal year 2026-2027 to include the released appropriations from the fiscal year 2025-2026 budgets as supplemental appropriations; and, effective July 1, 2026, renewing encumbrance commitments canceled at the close of day June 30, 2026. (Finance- T. Cromar)

4. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2025-2026 increases: Capital Improvements, revenues/Transfers In 010 (00) $165,204; expenditures Transfers Out 010 (00) $165,204. (Finance - T. Cromar)

5. Discussion, consideration, and possible action of declaring (1) a 1996 International Chipper Truck, VIN #1HTSCABMXTH358818, and (2) a 1995 Chevrolet Kodiak Dump Truck, VIN # 1GBT7H4J1SJ105982, from the Public Works Department as surplus and authorizing their disposal according to the rules of the grant awarded by the Oklahoma Department of Environmental Quality as part of the On-Road2 Program, which requires that the vehicles be destroyed or scrapped. (Public Works - R. Paul Streets)

6. Discussion, consideration, and possible action of declaring (1) a 2001 Dodge 1500 Truck, VIN # 1B7HC16Y81S770613, and (2) a New Holland 185 Manure Spreader, Serial # 815573, 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)

C. NEW BUSINESS/PUBLIC DISCUSSION. "In accordance with State Statue Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the 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."

D. ADJOURNMENT.

MIDWEST CITY

Where the Spirit Flies High

CONSENT AGENDA

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

Midwest City Municipal Authority Minutes

June 23, 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.

Chairman Rick Rice called the meeting to order at 4:27 PM with the following member present:

Trustee Brian Triger	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Acting Secretary Susan Mullendore
Trustee Raymond Melton	Trustee Rick Favors	Authority Attorney Don Maisch

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

1. Discussion, consideration and possible action to approve the meeting minutes for May 26, 2026.

2. Discussion, consideration, and possible action of approving a contract between the City of Midwest City, Midwest City Municipal Authority, and Allied Waste Systems, Inc., DBA Republic Services of Oklahoma City to provide citywide curbside recycling and industrial solid waste collection services and delegating to the General Manager the authority to execute the contract.

3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2025-2026 increases: Capital Drainage Improvements, expenditures/Fleet Labor (72) $20,000. Storm Water Quality, revenues/Miscellaneous (00) $4,000; expenditures/Contractual (61) $4,000.

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

ADJOURNMENT.

There being no further business, Chairman Rice adjourned the meeting at 4:28 PM.

ATTEST:

_____
RICHARD R. RICE, Chairman

_____
SUSAN MULLENDORE, Acting Secretary

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

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 28, 2026

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2026-2027 increases and decreases: Construction Loan Payment, expenditures/UPI (42) $-2,000,000. MWC Sanitation Department, expenditures/Remodel (44) $-350,000. Construction Loan Payment, expenditures/Utility Improvements (42) $-129,792. MWC Water Department, expenditures/Equipment (42) $129,792. MWC Sewer Department, expenditures/Vehicles (43) $44,486. Capital Drainage Improvements, revenues/Transfers In (00) $250,943. Storm Water Quality, revenues/Transfers In (00) $155,901. Sewer Construction, revenues/Transfers In (00) $3,807,906. MWC Sanitation Department, revenues/Transfers In (41) $1,733,533. MWC Water Department, revenues/Transfers In (00) $175,279. MWC Sewer Department, revenues/Transfers In (00) $107,500.

The first two supplement are needed to decrease budget for projects that were supplemented in FY 26, but had originally been included in FY 27 budget. The third and fourth supplements are needed to transfers project budget from Construction Loan Payment fund into Water Department fund for the purpose of replacing an HVAC unit at the water plant. The fifth supplement is needed to budget for additional funds for an HD Flusher Truck. The sixth through eleventh supplements are needed to roll forward budget appropriations for Grants from FY 25/26 to FY 26/27.

Tiatia Cromar
Tiatia Cromar
Finance Director

SUPPLEMENTS

July 28, 2026

Fund CONSTRUCTION LOAN PAYMENT (178)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
42	UPI (422702)				-2,000,000
		0	0	0	-2,000,000

Explanation:

To decrease funds for Timber Ridge EST & HSPS. These funds were requested as part of a supplement in FY 26 and no longer needed for FY 27. Funding to be returned to fund balance.

Fund MWC SANITATION DEPARTMENT (190)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
44	REMODEL (442707)				-350,000
		0	0	0	-350,000

Explanation:

To decrease funds for Public Fleet Grant match for CNG Station Upgrade. These funds were requested as part of a supplement in FY 26 and no longer needed for FY 27. Funding to be returned to fund balance.

Fund CONSTRUCTION LOAN PAYMENT (178)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
42	UTILITY IMPROVEMENTS (421602)				-129,792
		0	0	0	-129,792

Explanation:

To transfer fund from Fund 178 project for roofs at the water plant, into Fund 191 project for HVAC replacement at the water plant. Funding for 191 to come from Fund 178 project.

SUPPLEMENTS

July 28, 2026

Fund MWC WATER DEPARTMENT (191)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
42	EQUIPMENT (422206)			129,792	
		0	0	129,792	0

Explanation:

To transfer fund from Fund 178 project for roofs at the water plant, into Fund 191 project for HVAC replacement at the water plant. Funding for 191 to come from Fund 178 project.

Fund MWC SEWER DEPARTMENT (192)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
43	VEHICLES (432514)			44,486	
		0	0	44,486	0

Explanation:

To budget for remaining cost HD Flusher Truck. Funding to come from Fund Balance.

Fund CAPITAL DRAINAGE IMPROVEMENTS (060)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	TRANSFERS IN (143)	250,943			
		250,943	0	0	0

Explanation:

To roll forward remaining prior fiscal year 25/26 balances of Grants Funds to current fiscaly year 26/27.

SUPPLEMENTS

July 28, 2026

Fund STORM WATER QUALITY (061)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	TRANSFERS IN (143)	155,901			
		155,901	0	0	0

Explanation:

To roll forward remaining prior fiscal year 25/26 balances of Grants Funds to current fiscaly year 26/27.

Fund SEWER CONSTRUCTION (186)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	TRANSFERS IN (143)	3,807,906			
		3,807,906	0	0	0

Explanation:

To roll forward remaining prior fiscal year 25/26 balances of Grants Funds to current fiscaly year 26/27.

Fund MWC SANITATION DEPARTMENT (190)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
41	TRANSFERS IN (143)	1,733,533			
		1,733,533	0	0	0

Explanation:

To roll forward remaining prior fiscal year 25/26 balances of Grants Funds to current fiscaly year 26/27.

SUPPLEMENTS

July 28, 2026

Fund MWC WATER DEPARTMENT (191)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	TRANSFERS IN (143)	175,279			
		175,279	0	0	0

Explanation:

To roll forward remaining prior fiscal year 25/26 balances of Grants Funds to current fiscaly year 26/27.

Fund MWC SEWER DEPARTMENT (192)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	TRANSFERS IN (143)	107,500			
		107,500	0	0	0

Explanation:

To roll forward remaining prior fiscal year 25/26 balances of Grants Funds to current fiscaly year 26/27.

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

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 28, 2026

SUBJECT: Discussion, consideration and possible action of approving a resolution for the Midwest City Municipal Authority, a public trust, to release unappropriated fund balances in the amount of $26,906,189 at the close of day June 30, 2026 to be made available for fiscal year 2026-2027; and amending the budget for fiscal year 2026-2027 to include the released appropriations from the fiscal year 2025-2026 budgets as supplemental appropriations; and, effective July 1, 2026, renewing encumbrance commitments canceled at the close of day June 30, 2026.

Staff recommends that the resolution be adopted with the amounts provided.

Tiatia Cromar
Tiatia Cromar
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. MA2026-_____

A RESOLUTION APPROVING FOR THE MIDWEST CITY MUNICIPAL AUTHORITY, A PUBLIC TRUST, TO RELEASE UNAPPROPRIATED FUND BALANCES AT THE CLOSE OF DAY JUNE 30, 2026 TO BE MADE AVAILABLE FOR FISCAL YEAR 2026-2027; AND AMENDING THE BUDGETS FOR FISCAL YEAR 2026-2027 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2025-2026 BUDGETS AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2026, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2026.

WHEREAS, it is the Municipal Authority's intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2026 as chargeable to the FY 2025-2026 budget, renew those same commitments effective July 1, 2026, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2026-2027 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Municipal Authority have determined it in the best interest of the Municipal Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2026, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY MUNICIPAL AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2026, formerly charged against and payable from FY 2025-2026 budgets, are hereby cancelled and renewed effective July 1, 2026, to be charged against and payable from additional FY 2026-2027 fiscal year budget amounts to be provided through budget amendments effective July 1, 2026.

SECTION 2. Any remaining unexpended fund balance within the funds at the close of day June 30, 2026, are considered no longer a credit for that fiscal year, and are released. These released fund balance amounts from FY 2025-2026 shall be and are hereby deemed available for use as a resource in funding original or amended budget amounts for the 2026-2027 fiscal year effective July 1, 2026. The FY 2026-2027 budgets are hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2026 and chargeable to and payable from FY 2026-2027 budgets.

MIDWEST CITY MUNICIPAL AUTHORITY:		
Capital Drainage (060-7210)	$	108,551
Storm Water Quality (061-6110)	$	561,637
Capital Water Improvements (172-49/00-10)	$	1,104,719
System Improvements (178-4200)	$	6,665,437
Sewer Construction (186-4600)	$	6,913,098
Utility Services (187-5011)	$	35,780
Capital Sewer Improvement (188-44/00-10)	$	2,316,444
Sanitation (190-4110)	$	4,358,927
Utilities - Water (191-4210/4230)	$	3,197,728
Utilities - Wastewater (192-4310/4330)	$	1,238,350
FF&E (Hotel/Conf Cntr) (196-4010)	$	266,837
Golf (197-4710/4810)	$	138,681
Total Municipal Authority	**$**	**26,906,189**

PASSED AND APPROVED by the chairman and trustees of the Midwest City Municipal Authority this 28th day of July, 2026.

MIDWEST CITY MUNICIPAL AUTHORITY,
a public trust

_____
RICHARD R RICE, Chairman

ATTEST:

_____
SARA HANCOCK, Secretary

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

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 28, 2026

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2025-2026 increases: Capital Improvements, revenues/Transfers In 010 (00) $165,204; expenditures Transfers Out 010 (00) $165,204.

The supplements are needed due to budget exceeding projections for fiscal year 2025-2026.

Tiatia Cromar
Tiatia Cromar
Finance Director

SUPPLEMENTS

July 28, 2026

Fund CAPITAL IMPROVEMENTS (250)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	TRANSFERS IN (010)	165,204			
00	TRANSFERS OUT (010)			165,204	
		165,204	0	165,204	0

Explanation:

To budget for revenues and expenditure transfers that were higher than expected, to complete FY 26.

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

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: July 28, 2026

Subject: Discussion, consideration, and possible action of declaring (1) a 1996 International Chipper Truck, VIN #1HTSCABMXTH358818, and (2) a 1995 Chevrolet Kodiak Dump Truck, VIN # 1GBT7H4J1SJ105982, from the Public Works Department as surplus and authorizing their disposal according to the rules of the grant awarded by the Oklahoma Department of Environmental Quality as part of the On-Road2 Program, which requires that the vehicles be destroyed or scrapped.

The Public Works Department has several vehicles as described below that have been replaced as part of the On-Road2 Program grant awarded to the City of Midwest City/Midwest City Municipal Authority on March 12, 2025. The On-Road2 Program requires the old vehicles to be permanently disabled. Disabling the engine consists of cutting, drilling, or punching a three inch by three inch (3" x 3") hole in the engine block. Disabling the chassis consists of cutting completely through the frame/frame-rails on each side of the vehicle at a point located between the front and rear axles. The City/Authority agrees to provide proof of scrappage prior to making a reimbursement request to the Oklahoma Department of Environmental Quality as a condition of the grant.

The following vehicles are being replaced as a part of the On-Road2 Program grant and are to be declared as surplus and scrapped:

- 41-03-29, 1996 International Chipper Truck, VIN # 1HTSCABMXTH358818
- 72-03-07, 1995 Chevrolet Kodiak Dump Truck, VIN # 1GBT7H4J1SJ105982

Action is at the discretion of the Authority.

Respectfully,

R. Paul Streets
Public Works Director

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

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: July 28, 2026

Subject: Discussion, consideration, and possible action of declaring (1) a 2001 Dodge 1500 Truck, VIN # 1B7HC16Y81S770613, and (2) a New Holland 185 Manure Spreader, Serial # 815573, 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 and vehicles 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.

- Unit # 43-02-05, 2001 Dodge 1500 Truck, VIN # 1B7HC16Y81S770613
- Unit # 43-12-01, New Holland 185 Manure Spreader, Serial # 815573

Action is at the discretion of the Municipal Authority.

Respectfully,

R. Paul Streets
Public Works Director

MIDWEST CITY

Where the Spirit Flies High

NEW BUSINESS/ PUBLIC DISCUSSION

MIDWEST CITY

Where the Spirit Flies High

HOSPITAL AUTHORITY

AGENDA

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

July 28, 2026 - 3:02 PM

Presiding members: Chairman Rick Rice		City Staff:
Trustee Brian Triger	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Raymond Melton	Trustee Rick Favors	Authority Attorney Don Maisch

A. CALL TO ORDER.

B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees, by unanimous consent, can approve routine agenda items by one motion. If any Trustees 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 June 23, 2026. (Secretary - S. Hancock)

2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2025-2026 increase: Hospital Authority, revenues/Transfer In 9010 (90) $5067; revenues/Transfer In 2% Comp Prin (90) $24,202; expenditures/Transfer out 9080 (90) $5067; expenditures/Transfer Out 9050 (90) $24,202. (Finance- T. Cromar)

3. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2026-2027 increases: Hospital Authority, revenues/Transfers In (90) $3,000,000. (Finance- T. Cromar)

4. Discussion, consideration and possible action for adoption of a resolution for the Midwest City Memorial Hospital Authority, a public trust, to release unappropriated fund balance in the amount of $60,283,010 at the close of day June 30, 2026 to be made available for fiscal year 2026-2027; and amending the budget for fiscal year 2026-2027 to include the released appropriations from the fiscal year 2025-2026 budget as supplemental appropriations; and, effective July 1, 2026, renewing encumbrance commitments canceled at the close of day June 30, 2026. (Finance- T. Cromar)

C. DISCUSSION ITEMS

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

2. Discussion, consideration, and possible action of approving a Professional Services Contract with ADG Blatt for design services associated with the Midwest City indoor recreation and aquatics facility, in an amount not to exceed $2,737,240.00. (Assistant City Manager - V. Sullivan)

D. NEW BUSINESS/PUBLIC DISCUSSION. "In accordance with State Statue Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the 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."

E. ADJOURNMENT.

MIDWEST CITY

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CONSENT AGENDA

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

Midwest City Hospital Authority Minutes

June 23, 2026

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

Chairman Rick Rice called the meeting to order at 4:28 PM with following members present:

Trustee Brian Triger	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana*	Acting Secretary Susan Mullendore
Trustee Raymond Melton	Trustee Rick Favors	Authority Attorney Don Maisch

*At 4:28 PM Bana left the chambers.

CONSENT AGENDA. Favors made a motion to approve the consent agenda, seconded by Byrne. Voting aye: Triger, Byrne, Melton, Thompson, Favors, and Rice. Nay: none. Absent: Bana. Motion Carried.

1. Discussion, consideration and possible action to approve the meeting minutes for May 26, 2026.

2. Discussion, consideration, and possible action approving a Grant of Permanent Easement from the Midwest City Hospital Authority across property located at 8920 SE 29th Street within the Northeast Corner of the Northeast Quarter (NE/4) of Section Fourteen (14), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma within the municipal corporate boundaries of Midwest City.

3. Discussion, consideration, and possible action approving a Grant of Temporary Easement to the City of Midwest City across property located at 8920 SE 29th Street within the Northeast Corner of the Northeast Quarter (NE/4) of Section Fourteen (14), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma within the municipal corporate boundaries of Midwest City.

DISCUSSION ITEMS.

1. **Discussion, consideration, and possible action of the following agreement with Capitol Decisions, Inc. in the total amount of $120,000 to continue to provide consultant services regarding economic, community development and redevelopment interests in Midwest City for the period from July 1, 2026 through June 30, 2027.**

Lyon addressed the Trustees. After Staff and Trustee discussion, Byrne made a motion to approve the agreement, seconded by Favors. Voting Aye: Triger, Byrne, Maxwell, Thompson, Favors, and Rice. Nay: None. Absent: Bana. Motion Carried.

2. **Discussion, consideration and possible action to approve a resolution of the Midwest City Memorial Hospital Authority declaring 2813 Parklawn Drive (a/k/a +/- the Northern 65 feet of Lot 4, Parklawn Addition) as surplus; authorizing and directing the General Manager/Administrator to clear improvements as necessary, and containing other provisions relating thereto**.

Coleman and Maisch addressed the council. After Staff and Trustee discussion, Favors made a motion to approve Resolution 2026-02, seconded by Byrne. Voting Aye: Triger, Byrne, Maxwell, Thompson, Favors, and Rice. Nay: None. Absent: Bana. Motion Carried.

3. **Discussion, consideration, and possible action of approving a contract with Crouch Recreation for purchase and installation of playground equipment in the Plaza 62 park, in an amount not to exceed $595,214.50.**

Sullivan addressed the council. Favors made a motion to approve the contract, seconded by Byrne. Voting Aye: Triger, Byrne, Maxwell, Thompson, Favors, and Rice. Nay: None. Absent: Bana. Motion Carried.

4. **Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.**
No Action Needed.

5. **Discussion, consideration, and possible action of awarding the bid to and approving a contract with Hoey Construction Company, in the amount of $2,397,000.00 to furnish all materials, equipment, and tools, provide all necessary labor, and complete all construction necessary for the Mid-America Park, Phase 2, project and authorizing the General Manager to execute the contract.**

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

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

ADJOURNMENT.
There being no further business, Chairman Rice adjourned the meeting at 4:34 PM.

ATTEST:

_____
RICHARD R. RICE, Chairman

_____
SUSAN MULLENDORE, Acting Secretary

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

TO: Honorable Chairman and Trustees of the Memorial Hospital Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 28, 2026

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2025-2026 increase: Hospital Authority, revenues/Transfer In 9010 (90) $5067; revenues/Transfer In 2% Comp Prin (90) $24,202; expenditures/Transfer out 9080 (90) $5067; expenditures/Transfer Out 9050 (90) $24,202.

The supplements is needed due to budget exceeding projections for fiscal year 2025-2026.

Tiatia Cromar
Tiatia Cromar
Finance Director

SUPPLEMENTS

July 28, 2026

Fund HOSPITAL AUTHORITY (425)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
90	TRANSFER IN (9010)	5,067			
90	TRANSFER IN (2% COMP PRIN)	24,202			
90	TRANSFER OUT (9080)			5,067	
90	TRANSFER OUT (9050)			24,202	
		29,269	0	29,269	0

Explanation:

To budget for revenues and expenditure transfers that were higher than expected, to complete FY 26.

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

TO: Honorable Chairman and Trustees of the Memorial Hospital Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 28, 2026

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2026-2027 increases: Hospital Authority, revenues/Transfers In (90) $3,000,000.

The supplement is needed to budget for the receipt of the Federal Railroad Administration Grant.

Tiatia Cromar
Tiatia Cromar
Finance Director

SUPPLEMENTS

July 28, 2026

Fund HOSPITAL AUTHORITY (425)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
90	TRANSFERS IN (143)	3,000,000			
		3,000,000	0	0	0

Explanation:

To budget for the Federal Railroad Administration Grant, part of the American Galss Rail Switch project. Funding to come from fund balance.

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

MEMORANDUM

TO: Honorable Chairman and Trustees of the Memorial Hospital Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 28, 2026

SUBJECT: Discussion, consideration and possible action for adoption of a resolution for the Midwest City Memorial Hospital Authority, a public trust, to release unappropriated fund balance in the amount of $60,283,010 at the close of day June 30, 2026 to be made available for fiscal year 2026-2027; and amending the budget for fiscal year 2026-2027 to include the released appropriations from the fiscal year 2025-2026 budget as supplemental appropriations; and, effective July 1, 2026, renewing encumbrance commitments canceled at the close of day June 30, 2026.

Staff recommends that the resolution be adopted with the amount provided.

Tiatia Cromar
Tiatia Cromar
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. HA 2026-_____

A RESOLUTION APPROVING FOR THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, A PUBLIC TRUST, TO RELEASE UNAPPROPRIATED FUND BALANCE AT THE CLOSE OF DAY JUNE 30, 2026 TO BE MADE AVAILABLE FOR FISCAL YEAR 2026-2027; AND AMENDING THE BUDGET FOR FISCAL YEAR 2026-2027 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2025-2026 BUDGET AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2026, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2026.

WHEREAS, it is the Hospital Authority's intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2026 as chargeable to the FY 2025-2026 budget, renew those same commitments effective July 1, 2026, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2026-2027 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Memorial Hospital Authority have determined it is in the best interest of the Hospital Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2026, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2026, formerly charged against and payable from FY 2025-2026 budget, are hereby cancelled and renewed effective July 1, 2026, to be charged against and payable from additional FY 2026-2027 fiscal year budget amounts to be provided through budget amendments effective July 1, 2026.

SECTION 2. Any remaining unexpended fund balance within the fund at the close of day June 30, 2026, is considered no longer a credit for that fiscal year, and is released. This released fund balance amount from FY 2025-2026 shall be and is hereby deemed available for use as a resource in funding original or amended budget amounts for the 2026-2027 fiscal year effective July 1, 2026. The FY 2026-2027 budget is hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2026 and chargeable to and payable from FY 2026-2027 budget.

HOSPITAL AUTHORITY:		
Hospital Authority Compounded Principal (425-9010)	$	45,695,292
Hospital Authority Discretionary (425-9050)	$	8,623,763
Hospital Authority Miscellaneous (425-9060)	$	5,963,955
TOTAL HOSPITAL AUTHORITY	$	60,283,010

PASSED AND APPROVED by the trustees of the Midwest City Memorial Hospital Authority this 28th day of July, 2026.

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, a public trust

_____

RICHARD R RICE, Chairman

ATTEST:

_____

SARA HANCOCK, Secretary

MIDWEST CITY
Where the Spirit Flies High

DISCUSSION ITEMS

Memorial Hospital Authority
General Manager/Administrator, Tim Lyon
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: July 28, 2026

Subject: Discussion, consideration, and possible action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

This item is on each agenda in the event that the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed, or changes need to be made to the Statement of Investment Policy on short notice.

Tiatia Cromar
Finance Director

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

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Vaughn K. Sullivan, Assistant City Manager

DATE: July 28, 2026

SUBJECT: Discussion, consideration, and possible action of approving a Professional Services Contract with ADG Blatt for design services associated with the Midwest City indoor recreation and aquatics facility, in an amount not to exceed $2,737,240.00.

On April 2, 2026, the City of Midwest City issued a Request for Qualifications (RFQ) seeking architectural and engineering firms with demonstrated experience in the planning and design of indoor recreation and aquatics facilities. Qualification statements were due by 5:00 p.m. on April 16, 2026. Of the twenty firms solicited, fourteen submitted qualification statements for consideration.

The submissions were independently reviewed and evaluated by a selection committee consisting of Tim Lyon, City Manager; Dr. Rick Cobb, Superintendent of Mid-Del Schools; Chris Gray, Engineer and Project Manager with Willowbrook Construction; Scott Mitchell, Vice President of Property Management for the YMCA and myself. Based on the committee's evaluations, the three highest-ranked firms were invited to participate in interviews.

On May 27, 2026, the committee interviewed ADG Blatt Architects, GH2 Architects, and MA+ Architecture. Following the interviews, the committee unanimously recommended entering into contract negotiations with ADG Blatt Architects for professional design services.

Over the past several weeks, City staff has worked with ADG Blatt Architects to negotiate the scope of services and associated fees. Attached for your consideration is the negotiated agreement for a full-service architectural and engineering scope, including design, construction documents, bidding assistance, and construction administration services for the Midwest City Indoor Recreation and Aquatics Facility. The total contract amount is **not to exceed $2,737,240.00**.

Funding for this contract has been budgeted and is available.

Staff recommends approval.



Vaughn K. Sullivan
Assistant City Manager

Attachment: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
between
ADG Blatt
And
THE CITY OF MIDWEST CITY AND
THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter referred to as "**Agreement**") is entered into by and among The City of Midwest City, a municipal corporation (hereinafter referred to as "**City**"), The Midwest City Memorial Hospital Authority, a public trust created pursuant to Title 60 of the Oklahoma Statutes, whose beneficiary is the **City** (hereinafter referred to as "**Authority**"), and (ADG Blatt), (hereinafter referred to as "**Service Provider**") (**City, Authority**, and **Service Provider** being collectively referred to herein as the "**Parties**") and is effective upon the date of execution by the last party hereto.

WITNESSETH:

WHEREAS, **City and Authority** is in need of the following professional services including the design and engineering for a new Indoor Recreation and Aquatics Facility ; and

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

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

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

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

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

PROFESSIONAL SERVICES AGREEMENT
between
ADG Blatt
And
THE CITY OF MIDWEST CITY AND
THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

1. Services, Products, Solutions and Deliverables

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

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

b) The text of this **Agreement** together with the Attachments constitutes the entire Agreement and the only understanding and agreement between the **City and Authority** and the Service Provider with respect to the services, products, solutions and deliverables to be provided

by the Service Provider hereunder. This Agreement may only be amended, modified or changed in writing when signed by all parties, or their respective specifically authorized representatives, as set forth in this
Agreement.

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

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

2. RETENTION OF SERVICES PROVIDER AND SCOPE OF SERVICES

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

B. **Service Provider** will be solely responsible to ensure the **Service Provider's Project Team** fully understands each Project, the Scope of Services, the Deliverables, the schedule for performance, and **City's and Authority's** goals and purposes. Service Provider

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

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

3. CONSIDERATION

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

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

4. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge and covenant that:

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

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

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

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

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

5. TERM, TERMINATION AND STOP WORK

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

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

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

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

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

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

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

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

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

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

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

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

6. WARRANTIES

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

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

and Deliverables and **Service Provider** shall make reimbursement or repayment within thirty (30) calendar days of a demand by the **City and Authority**. Should the **Service Provider** fail to reimburse the **City and Authority** within thirty (30) calendar days of demand, the **City and Authority** shall also be entitled to interest at 1.5% percent per month on all outstanding reimbursement and repayment obligations.

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

7. INSURANCE

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

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

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

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

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

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

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

8. INDEMNIFICATION

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

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

9. CONFIDENTIALITY

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

obtained by **Service Provider**. **Service Provider** shall require and maintain adequate confidentiality agreements with its employees, agents, contractors, and subcontractors.

10. NOTICES

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

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

The Midwest City Memorial Hospital Authority, Secretary
100 N. Midwest Boulevard
Midwest City, OK 73110

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

Anthony J. Blatt, AIA
ADG Blatt
920 West Main Street
Oklahoma City, OK 73106

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

11. ABIDES BY LAW

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

12. ASSIGNMENT AND SUBLEASE

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

13. COMPLETE AGREEMENT AND AMENDMENT

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

14. TIME OF ESSENCE

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

15. MULTIPLE ORIGINALS

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

16. ANTI-COLLUSION

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

17. BREACH AND DEFAULT

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

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

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

18. THIRD PARTY BENEFICIARIES

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

19. VENUE AND CHOICE OF LAW

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

20. DISPUTE RESOLUTION

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

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

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

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

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

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

settle the Dispute.

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

21. VALIDITY

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

22. NO WAIVER

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

23. NO EXTRA WORK

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

24. AMENDMENT

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

Agreement for approval and execution**,** unless the amendment would increase the contracted amount by more than ten percent (10%). The **Authority** hereby delegates to the General Manager all amendments to this **Agreement** for approval and execution**,** unless the amendment would increase the contracted amount by more than ten percent (10%).

25. EFFECTIVE DATE

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

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

Service Provider: ADG Blatt

By: Anthony J. Blatt

Name: _____

Title: Vice President, Chief of Operations

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

PROFESSIONAL SERVICES AGREEMENT
between
ADG Blatt
And
THE CITY OF MIDWEST CITY AND
THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

APPROVED by the Council and **SIGNED** by the Mayor of The City of Midwest City this _____ day of _____, 2026.

THE CITY OF MIDWEST CITY

_____
MAYOR

_____
SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

_____
DONALD D. MAISCH, CITY ATTORNEY

PROFESSIONAL SERVICES AGREEMENT
between
ADG Blatt
And
THE CITY OF MIDWEST CITY AND
THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

APPROVED by the Trustees and **SIGNED** by the Chair of The Midwest City Memorial Hospital Authority this _____ day of _____, 2026.

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

_____
CHAIR

_____
SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

_____
DONALD D. MAISCH, ATTORNEY

26 June 2026 (Rev. 20 July 2026)

Mr. Vaughn Sullivan
Assistant City Manager
City of Midwest City
100 North Midwest Blvd.
Midwest City, Oklahoma 73110

ADG Blatt | Proposal for Architectural and Engineering Services / Attachment 'A' Scope of Services

Project: YMCA for the City of Midwest City

Dear Mr. Sullivan,

On behalf of ADG Blatt and our Project Team, I am pleased to present the following proposal to you and your team at the City of Midwest City ("the Client") to provide architectural and coordinated associated engineering services for the Midwest City YMCA ("the Project"). This proposal outlines our understanding of the Project and our proposed professional services. Upon acceptance, this proposal will be attached to and incorporated into the City of Midwest City's standard Professional Services Agreement.

Project Description

The Project consists of the design verification, documentation, procurement support, and construction administration of a new YMCA Recreation, and Natatorium / Competition Swimming facility located at the intersection of National Ave. and Parklawn Dr. in Midwest City's Hospital district within the proposed Plaza 62. The building is anticipated to be approximately 68,000 square feet in size and will support a mix of aquatic, multi-purpose activity, community wellness, gymnasium, fitness studios, locker room, childcare, and associated spaces.

Project Team

ADG Blatt enjoys many successful and long-standing relationships with consultants that we consider to be the best available. For this proposal, we are teaming with the following professionals ("the Design Team"):

Discipline	Firm Name
Architect of Record	ADG Blatt
Interior Design	ADG Blatt
Civil Engineering	Johnson & Associates
Structural Engineering	Wallace Design Collective
Mechanical, Electrical, Plumbing Engineering	Henderson Engineers
Pool Design and Engineering	Councilman-Hunsaker
Landscape Architecture	ADG Blatt
Specification Writing	ADG Blatt
Fire Suppression	Henderson Engineers

Additional consultants may be included as required by the Project.

Scope of Professional Services

The Architect will provide architectural services for the design verification, documentation, and construction administration of the Project. Services are organized by phase and are limited to those described below. The Project scope is based on information available at the time of this Proposal, including the anticipated size, program, budget, schedule, and construction delivery method.

The following services have been provided by others under a prior contract. A credit is applied in the fee listed at the end of this proposal.

Partial Civil Engineering Services

- Detention pond requirement discovery, calculation, and design
- Design / Documentation for Public Utility extension to the site

Programming Services

- Review Client goals, operational needs, and functional requirements
- Develop interior and exterior space program, including space sizes, adjacencies, and functional criteria
- Identify physical requirements including volume, clear height, power, and special use considerations
- Participate in meetings with the Client to confirm program direction

Concept/Schematic Design

- Prepare concept/schematic design documents illustrating overall building organization, typical floor plans, and primary exterior elevations

The following services will be provided under the proposed Scope of Professional Services for this contract.

Concept/Schematic Design

- Review Client-provided program and available site information
- Identify / verify applicable zoning and building code considerations
- Coordinate architectural design with the Design Team
- Participate in meetings with the Client to review design direction

Review current Estimate of Probable Cost with both Owner and Construction Manager for confirmation that the construction budget is appropriate to the level of design and the current estimated global schedule.

Design Development

- Develop the approved concept/schematic design into more defined architectural drawings
- Prepare plans, elevations, and sections describing building layout and major engineering systems
- Coordinate the architectural design with professional engineering consultants
- Participate in meetings with the Client to review progress and incorporate approved input
- Coordination and correspondence with Midwest City, the YMCA, Mid-Del School District, and Willowbrook regarding design progress, construction schedule, and if phasing of deliverables will be required

This phase includes Construction Manager review and confirmation of both the schedule and construction budget appropriate to the level of design.

Construction Documents

- Prepare drawings and specifications suitable for permitting, bidding, and construction
- Coordinate architectural documents with professional engineers systems and designs
- Assist Construction Manager with submissions to permitting authorities
- Respond to plan review comments related to the Construction Documents
- Continued coordination and correspondence with Midwest City, the YMCA, Mid-Del School District, and Willowbrook regarding design progress, construction schedule, and if phasing of deliverables will be required

This phase includes Construction Manager review and confirmation of both the schedule and construction budget appropriate to the level of design.

Procurement

- Receive and respond to Construction Manager coordinated bidder questions and issue clarifications
- Assist the Client with review of submitted bids and / or proposals
- Be available during preparation of procurement documents and subsequent procurement period

Construction Administration

- Participate in two (2) onsite / in person meetings per month, consisting of:
  - One monthly site visit to observe progress and general quality of the Work
  - One monthly meeting to review and evaluate the Contractor's Applications for Payment
- Review and respond to Requests for Information (RFIs)
- Review shop drawings and submittals for general design intent
- Participate in one (1) site visit to confirm Substantial Completion
- Provide clarifications needed to support construction consistent with the Contract Documents
- Additional meetings or site visits beyond those described above may be provided as Additional Service, if requested

Basic Project Deliverables

Deliverables are organized by phase and reflect the anticipated level of development.

The following deliverables have been provided by others under a prior contract. A credit is applied in the fee listed at the end of this proposal.

Programming Deliverables

- Written Interior and Exterior space program
- Narrative document outlining goals, operational needs, and functional requirements

Concept/Schematic Design Deliverables

- Concept/Schematic site plan, floor plan(s), exterior elevations/building massing

The following deliverables are provided under the proposed Scope of Professional Services for this contract.

Concept/Schematic Design Deliverables

- Verify code compliance and integration of owner's programming and design
- Design disciplines narratives that outline process and confirmation of the current design
- Verify that the current design meets current code requirements of the AHJ

Design Development Deliverables

- Developed plans, elevations, and sections
- Outline-level interior and exterior building materials
- Drawings coordinating architectural and consultant designs
- If phasing is required for the project, integration of those phases into deliverables in coordination with MWC, YMCA, Mid-Del Schools, and Willowbrook will begin. If these phases can be identified at this time, ADGB will modify and update the proposal accordingly

Construction Documents Deliverables

- Coordinated and Permit-ready drawings and specifications
- Documents required for submission to Authorities Having Jurisdiction
- If phasing is required for the project, integration of those phases into deliverables in coordination with MWC, YMCA, Mid-Del Schools, and Willowbrook will begin. If these phases can be identified at this time, ADGB will modify and update the proposal accordingly

Construction Administration Deliverables

- Reviewed submittals and shop drawings
- Written responses to RFIs
- Field reports documenting site observations
- Review of Contractor Applications for Payment

Project Schedule

The Project Schedule is organized by phase and coordinated with the Client, consultants, and the selected construction delivery method. Each phase of the work incorporates a seven (7) calendar day review and approval period for the Client. The schedule may be refined as the Project progresses to reflect coordination requirements, regulatory review durations, or Client-directed revisions.

The programing phase has been eliminated as this work has been provided by others under a prior contract and a credit is applied in the fee listed at the end of this proposal.

Concept / Schematic Design	Duration: 2 weeks after notice to proceed	est. (08/11/2026)
Design Development	Duration: 6 weeks after approval of prior phase	est. (09/22/2026)
50% Construction Documents/Permit	Duration: 9 weeks after approval of prior phase	est. (11/24/2026)
90% Construction Documents/QAQC	Duration: 3 weeks after approval of prior phase	est. (12/15/2027)
Issued for Construction Documents	Duration: 3 weeks after approval of prior phase	est. (01/05/2027)

Additional Services

The following services may be provided by the ADG Blatt team as Additional Services upon Client authorization:

- Specialty consultant services not identified herein
- Development of Design Documents into multiple phases (other than an early Civil Engineering package) for permitting and/or construction.
- Services beyond those specifically noted in this proposal

Project Exclusions

The following services are not included unless specifically identified elsewhere in this Proposal:

- Detailed cost estimating or cost control
- Preparation of as-built drawings beyond limited field verification
- Furniture, fixtures, equipment, and artwork
- Audio/visual, information technology, security, or specialty systems
- Sustainability or certification services
- Commissioning or testing services
- Additional Visual Renderings in excess of those provided by Others in the previous Schematic Design

Geotechnical Engineering Services

Geotechnical engineering services for soils testing are required for the Project. ADG Blatt will assist the Client in soliciting proposals from multiple qualified geotechnical engineering firms. The Client shall contract directly with the selected Geotechnical Engineering Firm.

Professional Services Fee

The Professional Services Fee is based on the Scope of Services, Schedule, and Deliverables described in this Proposal. The Professional Services Fee for this Project is proposed as:

Lump Sum Fee:

The Professional Services Fee is proposed as a Lump Sum fee structure, consisting of a Lump Sum fee of $2,737,240.00 for Basic Services per the following schedule.

Professional Services	Base Fee	Credits	Subtotal after Credits
Basic ASMEP* Services	$ 2,597,000.00	$ 151,760.00	$ 2,445,240.00
Civil Engineering	$ 81,000.00	$ 25,000.00	$ 56,000.00
Landscape Architecture	$ 95,000.00	$ 70,000.00	$ 25,000.00
Interior Design	$ 136,000.00	$ 35,000.00	$ 101,000.00
Pool Design and Engineering	$ 199,500.00	$ 89,500.00	$ 110,000.00
Total	$ 3,108,500.00	$ 371,260.00	$ 2,737,240.00**

* ASMEP refers to Architectural, Structural, Mechanical, Electrical, and Plumbing professional services
** A percentage split for the Work associated with the Competition Pool / Balance of the Building will be provided to the Owner.

If requested by the Owner, the following Additional Services can be provided by the ADG Blatt team:

- Multiple Bid Package Phasing (other than an early Civil / Earthwork package)
- Architectural Lighting
- Telecommunications
- Audio-Visual
- Security
- Acoustical Consulting

Billing will be issued monthly in proportion to services performed.

In addition to the Lump Sum Fee, we will invoice for reimbursable costs for travel (mileage, tolls, parking, ride-share, etc), lodging, per diem, printing, and shipping. We will invoice these expenses at 1.15 times our costs. We recommend that Midwest City budget an additional $3,000 (three thousand) for Reimbursables.

We appreciate the opportunity to work with you and your team on your proposed YMCA MWC project. If you have any questions or would like to discuss refinement of this proposal, please do not hesitate to contact us. If this proposal aligns with your expectations, we are pleased to proceed with finalizing an agreement and initiating the work.

Sincerely,



Anthony Blatt, AIA, NCARB, RID
Chief of Architecture and Operations
ablatt@adgblatt.com

2 July 2026 (REVISED 20 July 2026)

Mr. Vaughn Sullivan
Assistant City Manager
City of Midwest City
100 North Midwest Blvd.
Midwest City, Oklahoma 73110

ADG Blatt | Attachment 'B' Schedule of Fees / Rate Card

Project: YMCA for the City of Midwest City

Professional Services Fee

The Professional Services Fee is based on the Scope of Services, Schedule, and Deliverables described in this Proposal. The Professional Services Fee for this Project is proposed as:

Lump Sum Fee:

The Professional Services Fee is proposed as a Lump Sum fee structure, consisting of a Lump Sum fee of $2,737,240.00 for Basic Services per the following schedule.

Professional Services	Base Fee	Credits	Subtotal after Credits
Basic ASMEP* Services	$ 2,597,000.00	$ 151,760.00	$ 2,445,240.00
Civil Engineering	$ 81,000.00	$ 25,000.00	$ 56,000.00
Landscape Architecture	$ 95,000.00	$ 70,000.00	$ 25,000.00
Interior Design	$ 136,000.00	$ 35,000.00	$ 101,000.00
Pool Design and Engineering	$ 199,500.00	$ 89,500.00	$ 110,000.00
Total	$ 3,108,500.00	$ 371,260.00	$ 2,737,240.00**

* ASMEP refers to Architectural, Structural, Mechanical, Electrical, and Plumbing professional services
** A percentage split for the Work associated with the Competition Pool / Balance of the Building will be provided to the Owner.

Billing will be issued monthly in proportion to services performed.

In addition to the Lump Sum Fee, we will invoice for reimbursable costs for travel (mileage, tolls, parking, ride-share, etc), lodging, per diem, printing, and shipping. We will invoice these expenses at 1.15 times our costs. We recommend that Midwest City budget an additional $3,000 (three thousand) for Reimbursables.

2 July 2026 (REVISED 20 July 2026)

Mr. Vaughn Sullivan
Assistant City Manager
City of Midwest City
100 North Midwest Blvd.
Midwest City, Oklahoma 73110

ADG Blatt | Attachment 'C' – Service Providers Team

Project: YMCA for the City of Midwest City

Project Team

ADG Blatt enjoys many successful and long-standing relationships with consultants that we consider to be the best available. For this proposal, we are teaming with the following professionals ("the Design Team"):

Discipline	Firm Name
Architect of Record	ADG Blatt
Interior Design	ADG Blatt
Civil Engineering	Johnson & Associates
Structural Engineering	Wallace Design Collective
Mechanical, Electrical, Plumbing Engineering	Henderson Engineers
Pool Design and Engineering	Councilman-Hunsaker
Landscape Architecture	ADG Blatt
Specification Writing	ADG Blatt
Fire Suppression	Henderson Engineers

Additional consultants may be included as required by the Project.

MIDWEST CITY

Where the Spirit Flies High

NEW BUSINESS/ PUBLIC DISCUSSION

MIDWEST CITY

Where the Spirit Flies High

ECONOMIC DEVELOPMENT AUTHORITY AGENDA

ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

July 28, 2026 - 3:03 PM

Presiding members: Chairman Rick Rice		City Staff:
Trustee Brian Triger	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Raymond Melton	Trustee Rick Favors	Authority Attorney Don Maisch

A. CALL TO ORDER.

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

1. Discussion, consideration and possible action to approve the special meeting minutes for June 23, 2026. (Secretary - S. Hancock)

2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2025-2026, increase: Economic Development Authority, revenues/Transfers In (00) $1326. (Finance- T. Cromar)

3. Discussion, consideration and possible action of approving a resolution for the Midwest City Economic Development Authority, a public trust, to release unappropriated fund balances in the amount of $1,740,683 at the close of day June 30, 2026 to be made available for fiscal year 2026-2027; and amending the budget for fiscal year 2026-2027 to include the released appropriations from the fiscal year 2025-2026 budgets as supplemental appropriations; and, effective July 1, 2026, renewing encumbrance commitments canceled at the close of day June 30, 2026. (Finance - T. Cromar)

C. PUBLIC DISCUSSION. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.

D. ADJOURNMENT.

MIDWEST CITY

Where the Spirit Flies High

CONSENT AGENDA

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

Midwest City Economic Development Authority Minutes

June 23, 2026

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

Chairman Richard R. Rice called the meeting to order at 4:34 PM with following members present:

Trustee Brian Triger	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne		Acting Secretary Susan Mullendore
Trustee Raymond Melton	Trustee Rick Favors	Authority Attorney Don Maisch

Absent: Trustee Sara Bana

CONSENT AGENDA. Byrne made a motion to approve the consent agenda, seconded by Thompson. Voting Aye: Triger, Byrne, Melton, Thompson, Favors, and Rice. Nay: none. Absent: Bana. Motion Carried.

1. Discussion, consideration and possible action to approve the special meeting minutes for May 26, 2026.

2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2025-2026, increase: Economic Development Authority, revenues/Transfer In (00) $40,000.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Chairman Rice adjourned the meeting at 4:35 PM.

ATTEST:

_____
RICHARD R. RICE, Chairman

_____
SUSAN MULLENDORE, Acting Secretary

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

TO: Honorable Chairman and Trustees of the Economic Development Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 28, 2026

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2025-2026, increase: Economic Development Authority, revenues/Transfers In (00) $1326.

The supplement is needed to budget for revenues that were higher than expected, to complete FY 2026.

Tiatia Cromar
Tiatia Cromar
Finance Director

SUPPLEMENTS

July 28, 2026

Fund ECONOMIC DEVELOPMENT AUTHORITY (353)		BUDGET AMENDMENT FORM Fiscal Year 2025-2026			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
00	TRANSFERS IN (225)	1,326			
		1,326	0	0	0

Explanation:

To budget for revenues and expenditure transfers that were higher than expected, to complete FY 26. Funding to come from fund balance.

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

TO: Honorable Chairman and Trustees
Economic Development Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 28, 2026

SUBJECT: Discussion, consideration and possible action of approving a resolution for the Midwest City Economic Development Authority, a public trust, to release unappropriated fund balances in the amount of $1,740,683 at the close of day June 30, 2026 to be made available for fiscal year 2026-2027; and amending the budget for fiscal year 2026-2027 to include the released appropriations from the fiscal year 2025-2026 budgets as supplemental appropriations; and, effective July 1, 2026, renewing encumbrance commitments canceled at the close of day June 30, 2026.

Staff recommends that the resolution be adopted with the amounts provided.

Tiatia Cromar
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. EDA 2026-_____

A RESOLUTION APPROVING FOR THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST, TO RELEASE UNAPPROPRIATED FUND BALANCE AT THE CLOSE OF DAY JUNE 30, 2026 TO BE MADE AVAILABLE FOR FISCAL YEAR 2026-2027; AND AMENDING THE BUDGET FOR FISCAL YEAR 2026-2027 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2025-2026 BUDGET AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2026, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2026.

WHEREAS, it is the Economic Development Authority's intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2026 as chargeable to the FY 2025-2026 budget, renew those same commitments effective July 1, 2026, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2026-2027 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Economic Development Authority have determined it is in the best interest of the Economic Development Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2026, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2026, formerly charged against and payable from FY 2025-2026 budget, are hereby cancelled and renewed effective July 1, 2026, to be charged against and payable from additional FY 2026-2027 fiscal year budget amounts to be provided through budget amendments effective July 1, 2026.

SECTION 2. Any remaining unexpended fund balance within the fund at the close of day June 30, 2026, is considered no longer a credit for that fiscal year, and is released. This released fund balance amount from FY 2025-2026 shall be and is hereby deemed available for use as a resource in funding original or amended budget amounts for the 2026-2027 fiscal year effective July 1, 2026. The FY 2026-2027 budget is hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2026 and chargeable to and payable from FY 2026-2027 budget.

MIDWEST CITY ECONOMIC DEV AUTHORITY:		
Midwest City EDA (353-9550)	**$**	**1,740,683**

PASSED AND APPROVED by the trustees of the Midwest City Economic Development Authority this 28th day of July, 2026.

MIDWEST CITY ECONOMIC DEVELOPMENT AUTHORITY, a public trust

_____

RICHARD R RICE, Chairman

ATTEST:

_____

SARA HANCOCK, Secretary

MIDWEST CITY

Where the Spirit Flies High

PUBLIC DISCUSSION

MIDWEST CITY

Where the Spirit Flies High

UTILITIES AUTHORITY AGENDA

SPECIAL UTILITIES AUTHORITY AGENDA

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

July 28, 2026 - 3:04 PM

Presiding members: Chairman Rick Rice		City Staff:
Trustee Brian Triger	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Raymond Melton	Trustee Rick Favors	Authority Attorney Don Maisch

A. CALL TO ORDER.

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

1. Discussion, consideration and possible action to approve the special meeting minutes for May 26, 2026. (Secretary - S. Hancock)

2. Discussion, consideration and possible action of approving a resolution for the Midwest City Utilities Authority, a public trust, to release unappropriated fund balances in the amount of $929,548 at the close of day June 30, 2026 to be made available for fiscal year 2026-2027; and amending the budget for fiscal year 2026-2027 to include the released appropriations from the fiscal year 2025-2026 budgets as supplemental appropriations; and, effective July 1, 2026, renewing encumbrance commitments canceled at the close of day June 30, 2026. (Finance - T. Cromar)

C. PUBLIC DISCUSSION. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.

D. ADJOURNMENT.

MIDWEST CITY

Where the Spirit Flies High

CONSENT AGENDA

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

Midwest City Utilities Authority Minutes

May 26, 2026

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

Chairman Richard R. Rice called the meeting to order at 7:31 PM with the following members present:

Trustee Brian Triger	Trustee Marc Thompson	General Manager Tim Lyon
Trustee Pat Byrne	Trustee Sara Bana	Secretary Sara Hancock
Trustee Raymond Melton	Trustee Rick Favors	Prosecuting Attorney Vicki Floyd

DISCUSSION ITEMS

1. **Discussion, consideration and possible action to approve the meeting minutes for February 24, 2026.**

Favors made a motion to approve the minutes, seconded by Bana. Voting Aye: Triger, Byrne, Melton, Thompson, Bana, Favors, and Rice. Nay: none. Motion carried.

2. **Public hearing with discussion, consideration and vote on a resolution of the Midwest City Utilities Authority approving its budget for Fiscal Year 2026-27 in the amount of $2,000 and establishing budget amendment and budget supplement authority.**

Bana made a motion to approve Resolution UA2026-02, seconded by Favors. Voting Aye: Triger, Byrne, Melton, Thompson, Bana, Favors, and Rice. Nay: none. Motion carried.

PUBLIC DISCUSSION. There was no public discussion.

ADJOURNMENT.

There being no further business, Chairman Rice adjourned the meeting at 7:32 PM.

ATTEST:

_____
RICHARD R. RICE, Chairman

_____
SARA HANCOCK, Secretary

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

TO: Honorable Chairman and Trustees
Midwest City Utilities Authority

FROM: Tiatia Cromar, Finance Director

DATE: July 28, 2026

SUBJECT: Discussion, consideration and possible action of approving a resolution for the Midwest City Utilities Authority, a public trust, to release unappropriated fund balances in the amount of $929,548 at the close of day June 30, 2026 to be made available for fiscal year 2026-2027; and amending the budget for fiscal year 2026-2027 to include the released appropriations from the fiscal year 2025-2026 budgets as supplemental appropriations; and, effective July 1, 2026, renewing encumbrance commitments canceled at the close of day June 30, 2026.

Staff recommends that the resolution be adopted with the amounts provided.

Tiatia Cromar
Tiatia Cromar
Finance Director

RESOLUTION NO. UA 2026-_____

A RESOLUTION APPROVING FOR THE MIDWEST CITY UTILITIES AUTHORITY, A PUBLIC TRUST, TO RELEASE UNAPPROPRIATED FUND BALANCE AT THE CLOSE OF DAY JUNE 30, 2026 TO BE MADE AVAILABLE FOR FISCAL YEAR 2026-2027; AND AMENDING THE BUDGET FOR FISCAL YEAR 2026-2027 TO INCLUDE THE RELEASED APPROPRIATIONS FROM THE FISCAL YEAR 2025-2026 BUDGET AS SUPPLEMENTAL APPROPRIATIONS; AND, EFFECTIVE JULY 1, 2026, RENEWING ALL ENCUMBRANCE COMMITMENTS CANCELLED AT THE CLOSE OF DAY JUNE 30, 2026.

WHEREAS, it is the Utilities Authority's intent to effectively cancel all remaining encumbrance commitments outstanding at June 30, 2026 as chargeable to the FY 2025-2026 budget, renew those same commitments effective July 1, 2026, and provide budget amounts necessary for those renewed commitments to be charged against the FY 2026-2027 fiscal year budget; and

WHEREAS, the trustees of the Midwest City Utilities Authority have determined it in the best interest of the Utilities Authority to expedite the availability of the remaining fund balance at the close of day June 30, 2026, for these amounts to be available for budgeting as an available resource into the subsequent fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY UTILITIES AUTHORITY:

SECTION 1. All remaining encumbrance commitments outstanding at the close of day June 30, 2026, formerly charged against and payable from FY 2025-2026 budget, are hereby cancelled and renewed effective July 1, 2026, to be charged against and payable from additional FY 2026-2027 fiscal year budget amounts to be provided through budget amendments effective July 1, 2026.

SECTION 2. Any remaining unexpended fund balance within the fund at the close of day June 30, 2026, are considered no longer a credit for that fiscal year, and are released. These released fund balance amounts from FY 2025-2026 shall be and are hereby deemed available for use as a resource in funding original or amended budget amounts for the 2026-2027 fiscal year effective July 1, 2026. The FY 2026-27 budgets are hereby amended to add the following budgeted amounts for encumbrance commitments renewed effective July 1, 2026 and chargeable to and payable from FY 2026-2027 budget.

Utilities Authority:		
Midwest City Utilities Authority (193-8710)	**$**	**929,548**

PASSED AND APPROVED by the trustees of the Midwest City Utilities Authority this 28th day of July, 2026.

MIDWEST CITY UTILITIES AUTHORITY, a public trust

_____
RICHARD R RICE, Chair

ATTEST:

_____
SARA HANCOCK, Secretary

APPROVED as to form and legality this 28th day of July, 2026.

_____
DONALD MAISCH, Attorney

MIDWEST CITY

Where the Spirit Flies High

PUBLIC DISCUSSION

MIDWEST CITY

Where the Spirit Flies High

ECONOMIC DEVELOPMENT COMMISSION AGENDA

SPECIAL ECONOMIC DEVELOPMENT COMMISSION AGENDA

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

July 28, 2026 - 3:05 PM

Presiding members: Chairman Rick Rice
Commissioner Brian Triger
Commissioner Pat Byrne
Commissioner Raymond Melton
Commissioner Marc Thompson
Commissioner Sara Bana
Commissioner Rick Favors

City Staff:
General Manager Tim Lyon Secretary
Sara Hancock Commission
Attorney Don Maisch

A. CALL TO ORDER.

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

1. Discussion, consideration and possible action to approve the special meeting minutes for July 23, 2024. (Secretary - S. Hancock)

C. DISCUSSION ITEMS.

1. Review of the Midwest City Chamber of Commerce's Quarterly Activities for the First and Second Quarters of 2026. (City Manager - T. Lyon)

2. Review of the quarterly Communications & Marketing and Community Engagement report for the 2nd Quarter of 2026, period ending June 30. (J. Ryan - Communications & Recreation Director)

D. PUBLIC DISCUSSION. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Authority on any subject not scheduled on the regular agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.

E. ADJOURNMENT.

MIDWEST CITY

Where the Spirit Flies High

CONSENT AGENDA

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

Midwest City Economic Development Commission Minutes

July 23, 2024

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

Vice Chairman Pat Byrne called the meeting to order at 9:22 PM with the following members present:

Trustee Susan Eads	Trustee MarcThompson	General Manager Tim Lyon
Trustee Rita Maxwell	Trustee Rick Favors	Secretary Sara Hancock
		Authority Attorney Don Maisch

Absent: Chairman Dukes and Trustee Sara Bana

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

1. Discussion, consideration, and possible action to approve the April 23, 2024 special meeting minutes.

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

FURTHER INFORMATION.

1. Review of the Communications & Marketing / CVB report for the 2nd quarter, period ending June 30, 2024.
2. Review of the Midwest City Chamber of Commerce's Quarterly Activities for the 2024 second quarter period ending June 30, 2024.

ADJOURNMENT.

There being no further business, Vice Chairman Byrne adjourned the meeting at 9:22 PM.

ATTEST:

_____
PAT BYRNE, Vice Chairman

_____
SARA HANCOCK, Secretary

MIDWEST CITY
Where the Spirit Flies High

DISCUSSION ITEMS

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

MEMORANDUM

TO: Honorable Chairman and Commissioners

FROM: Tim Lyon, City Manager

DATE: July 28, 2026

SUBJECT: Review of the Midwest City Chamber of Commerce's Quarterly Activities for the First and Second Quarters of 2026

The Midwest City Chamber of Commerce has provided the attached report.

Regards,

Tim L. Lyon

Tim Lyon
City Manager

Midwest City Chamber of Commerce

2026 Q1 / Q2 Quarterly Report **Submitted 7.15.26**

New Members- January – June 2026

2026 New Members	2026 Annual Total	2025 Annual Total
24	258	242

- The Chamber is pacing ahead for the year on New Memberships, with a goal of 50 for the year.
- We have launched our 80th anniversary campaign, providing new stickers for members. Our Banquet celebrating this milestone will be in March 2027 at the Delta Hotel and Reed Conference Center. Expecting 350+ attendees.

Chamber Programming

- The Chamber has positioned itself to market more of the organization and the benefits we bring to the community. With this in mind, we developed a new program called "Perks &". These Perks Event provide an overview of the Chamber – our history, our vision, our contribution, and ways to become a community leader. The event is hosted monthly – with even months, from 8:00am – 9:00am for Perks and Pastries, and odd months from 4:00pm – 5:00pm for Perks and Popcorn. The structure of the meeting includes 15 minutes of networking, a 30-minute presentation by the CEO, Shaina Bennett, with 15 minutes of Q&A. The event is open to prospective members, and the exiting members, ambassadors and board members. The Chamber has seen tremendous success, securing 1 new member after each meeting, with a current program yield of 6 of our 24 new members.
- We have hosted the following events in Q1 and Q2
    - 5 Ribbon Cuttings: Mountain Mike's Pizza, Dream A Little Dream Bookery, Familia Heat/Air/Plumbing, Edward Jones, L3 Aesthetics
    - 1 Alumni Mixers: Altitude 1291
    - 6 Lunch Bunch: McAlister's, Santa Fe, Panera Bread, Fresh Ideas, La Herencia, Whataburger
    - 6 Perks & Patries/Popcorn Events
    - 1 Salute to Freedom Reception
    - 1 Business After Hours Autumn House
    - 1 Sunrise Social Mid Del Tech Center
    - 2 Non-Profit Coffee Talk Meetings
    - 1 Board Orientation
    - 1 Annual Banquet
    - 6 Board Meetings
    - 1 Annual 3rd Party Financial Audit
    - 1 External Networking Event for SNU Business Leadership Network
    - 12 Board Reservations from Members

Tinker and the Primes

- Hosting the 21st year of Tinker and the Primes at the Delta Hotel and Reed Conference Center – August 3 – 6th
    - 72 Exhibitors, 150 Registered Aerospace Companies
    - 58 Speakers between Department of War and Industry
    - 68 Scheduled Supplier Interviews with Industry
    - 24 Scheduled Supplier Interviews with Department of War

Prepared By: Shaina Bennett, President/CEO, Midwest City Chamber of Commerce 7.15.26

- Estimated 1500 people, includes 400 DoW attendees, 1100 industry attendees
- 500 Complimentary Tickets to Aviation High School Students for Maintenance and Engineering, fueling the funnel for Workforce Development locally and on Tinker Air Force Base
- Department of War Keynote Speaker: Honorable Matthew Lohmeier, Undersecretary of the Air Force
- Secured Congressman Tom Cole and possibility Governor Stitt
- Secured Senator Brenda Stanley for Military and Veterans Affairs Chair and for a keynote on education for our prospective members
- City of Midwest City Sponsorship Deliverables
  - Listed as Host Sponsor on all digital, on-site marketing
  - Logo displayed on all name badges, approximately 1500 attendees
  - Midwest City Welcome Speaking Opportunity and Tourism Video display
  - Complimentary Tickets to the Event
  - 1 - 10 x 10 Exhibit Booth at Entrance of facility and registration support

Leadership Programming

- Graduated 17 Leaders in April 2026 for Leadership Midwest City
- Hosted successful Taste of Midwest City Event
  - 28 Food and Beverage Vendors
  - 18 Sponsor Tables
  - 187 Tickets Sold
  - Proceeds donated to: Leah's Hope, Mid Del Food Pantry and Firelink Midwest City
- 2027 Class applications open November 2026

Legislative & Advocacy

- Hosted collaborative luncheon at HeavenLee BBQ for Senator James Lankford with the Choctaw, Harrah, Spencer and Del City Chambers of Commerce
- Hosted Midwest City City Council and Mayoral Forum at Rose State College
- Attended Senate District 42 Debate
- Attended Aerospace Day at the State Capitol
- Leadership Midwest City at State Capitol – announcement on Senate floor and meeting with key leaders
- Attended State Chamber Legislative Reception

Community Partner Events

- Attended OG&E Substation Ribbon Cutting
- Guest at the I-40 & Douglas Overpass Construction Project
- Attended the Northrop Grumman Customer Appreciation & Government Affairs event
- Sponsor of the Rotary Midwest City Shrimp Boil and presenter for Rotarian of the Day
- Attended the Leah's Hope Liberation Luncheon
- Guest at the TFCU Customer Luncheon
- Guest of ONG at Keep OK Beautiful Luncheon
- Attended Rose State College Foundation Run for the Roses

Prepared By: Shaina Bennett, President/CEO, Midwest City Chamber of Commerce 7.15.26

- Board member of Firelink Midwest City, attended Earth Day Festival and Resource Fair
- Board member of the Interactive Media Committee with Mid Del Tech Center
- Attended 2-year anniversary of Whataburger on 15th Street
- Collaboration Meetings with the Del City, Choctaw, Harrah and Spencer Chambers of Commerce

Partnership with the City of Midwest City

- Assisted with reservations for the State of the City address
- Collaborative meeting and webinar to discuss Olympics LA28, through the OK State Chamber
- Hosted Public Works Appreciation Luncheon
- Provided box lunches for Community Clean Up day for PWA for staff and volunteers
- Attended Plaza 62 Groundbreaking
- Hosted collaborative meeting for the 2026 Community Event Calendar
- Continued attendance on the Economic Development Committee

Military Affairs

- Attended HIPE - Hill Industry Partner Exchange – a competing conference with Tinker and the Primes supporting the Sustainment and Supply Chain in Ogden, Utah/ Hill Air Force Base and the Air Force Sustainment Center
- Attended 72d ABW State of the Base Event
- Attended Farewell Ceremony for Col Dismukes
- Attended Aerospace Day at State Capitol
- Attended 4 quarterly awards ceremony for USAF
- Attended 3 TACAMO Community Luncheons
- Partner of the NFE program for the Tinker Air Show, June 2027
- Co-Chair of the Navy League Golf Tournament and the Navy Birthday Ball
- Honorary Commander Alumni

Chamber Industry Development

- Active Board Member for the Oklahoma Chamber of Commerce Executives Association
- Attended the Annual MAKO Conference in Branson, MO – Collaborative, professional development conference for Missouri, Arkansas, Kansas and Oklahoma Chamber Executives
- Host of an OCCE Board Meeting and Metro CEO Board Meeting with the State Chamber of Oklahoma
- Discussions about continued professional development for CEO at the Institute of Organizational Management

2026 Upcoming Events:

- July 17th – Round 2: Fill the Bus Campaign supporting Mid-Del Schools – Walmart Sooner Rd, 9am – 12noon
- July 21 – Ribbon Cutting for Skyzone Midwest City @ 4:30pm
- July 24th – Round 3: Fill the Bus Campaign supporting Mid-Del Schools – Crest Foods on Douglas, 9am – 12noon
- August 3 – 6th – Tinker and the Primes Conference
- August 7th – Celebrating Education Teacher Convocation and Business Expo, 6am – 9am
- August 7th – Lunch Bunch: The Fried Taco, 11:30am – 1:30pm

Prepared By: Shaina Bennett, President/CEO, Midwest City Chamber of Commerce 7.15.26

- August 14th – Navy League of OKC Golf Tournament at John Conrad 6am – 2pm
- August 19th – Perks and Pastries at the Chamber Office, 8am – 9am
- August 19th – Non Profit Coffee Talk Meeting, 9:30am – 11am
- September 11th – Lunch Bunch: Altitude 1291, 11:30am – 1:pm
- September 16th- Perks and Popcorn at the Chamber Office, 4pm – 5pm
- October 2nd – Lunch Bunch: TBD, 11:30am – 1pm
- October 8th – The Chamber Picnic, 4pm – 6pm
- October 14th – Perks and Pastries at the Chamber Office, 8am – 9am
- October 19th – 22nd – Chamber Staff at Annual OCCE Conference
- November 2nd – Leadership Midwest City Applications Open
- November 6th – Lunch Bunch: TBD, 11:30am – 1pm
- November 11th – Veteran's Day Breakfast and Parade, 7am – 10am
- December 1st – Chamber's Holiday Mixer
- December 4th – Lunch Bunch: TBD, 11:30am – 1pm

Prepared By: Shaina Bennett, President/CEO, Midwest City Chamber of Commerce 7.15.26

Communications & Marketing
100 N. Midwest Boulevard
Midwest City, OK 73110
jryan@midwestcityok.org
Office: 405.739.1206
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Commissioners

FROM: Josh Ryan, Communications & Recreation Director

DATE: July 28, 2026

SUBJECT: Review of the quarterly Communications & Marketing / Community Engagement report for the 2nd Quarter of 2026, period ending June 30 (J. Ryan - Director).

The Quarterly Communications & Marketing / Community Engagement report is developed by Melanie Krause, Community Engagement Manager and Josh Ryan, Communications & Recreation Director.

It is attached for your review.

Josh Ryan
Communications & Recreation Director

Communications & Marketing Department / CVB Responsibilities

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

Community Engagement: Convention & Visitors Bureau / Special Events

- 2nd Qtr Hotel/Motel Assembly Meeting held on Apr. 16 at Home2 Suites with a featured Public Works presentation by Carrie Evenson
- Covered in Color 2026 was held May 9. Nearly 40 vendors + 9 city booths/demos and live music
- Cruise in for Coffee returned and will continue to be held every 3rd Sat. from April-October
- Experience Midwest City sponsored large ball tournaments to incentivize return in 2027
- Produced 30 & 60 sec. promotional videos for Reed/Delta for use in convention recruiting
- Preparations made for Tribute to Liberty with a laser show to celebrate America's 250th
- Facilitated a sponsorship towards Tribute to Liberty's laser show from Northrop Grumman
- Coordinated with SSM Health to host a Groundbreaking Ceremony for Plaza 62 on June 3
- Sponsored and coordinated with the Midwest City Chamber for Taste of Midwest City held Apr. 21
- Welcomed the Miss Oklahoma Spring Meeting held at the Reed Center in April
- Provided MWC swag bags to contestants for the Miss Oklahoma and Miss Oklahoma Teen pageants held at Rose State in June
- Provided MWC swag bags to KTOK's city tour attendees
- Now utilizing our billboard contract to welcome large groups/events/tournaments to Midwest City
- Experience Midwest City radio ads placed for OSSAA State softball and baseball tournaments
- Secured an Experience Midwest City advertising package for KWTV 9's "Ahead of the Storm" weather special that included 30 sec. ads, a Griffin digital sign ad, and a KWTV News 9 app banner
- Working with Economic Dev. to coordinate the initiation of "Midwest City Film & Music"
- Awarded 2 Midwest City Hospital Authority grants to fund the replacement/upgrade of the Holiday Lights Spectacular tree and tunnel.
- 2027 Tinker Air Show Kick-off meeting scheduled for July 21
- Mid America Street Fest vendor application will be released July 13

Communications & Marketing - Marketing & Promotional Support:

- SSM Health Anniversary – 5 years
- Public Works Spring Events
- 2026 Quarterly Bulk Waste Map (Routes/Zones)
- Midwest Senior Center Gaming/Rec
- Promotion of Experience Midwest City Channel 9 Ad
  - Annual Spring Storm Special
  - Social media posts
- City Service Schedules and Holiday Wishes
  - Easter, Earth Day, Mother's Day, Memorial Day
- Community Cleanup Mid-America Park
- Reno Swim & Slide Pool Schedule 2026
- Lifeguard Positions Job Posts and Urgent Announcements
- Tree Board Arbor Day Art Contest
- Mark Roberts Retirement
- Neighborhood Initiative Kentucky Derby Tea and Paint Party
- Swearing-In Ceremony for New Mayor and Council
- Temporary Water-Shutoff Dog Park
- Code Enforcement Special Workshop
- Earth Day Resource Fair

- Repost of OKC Memorial Anniversary
- National Public Telecommunicators Week (Dispatchers Week)
- Compost sales
- Swimming pool owners, proper water disposal
- Hotel/motel quarterly meetings
- Battery storage and disposal
- Miss Oklahoma Pageant
- Covered in Color Promotions
- April Fair Housing Month
- Jim Howell sympathies
- Midwest City MAC pre-bid tour
- Midwest City Senior Center jam sessions
- Midwest City Senior Center Prom
- Chamber's Leadership Program Graduates
- Public Works Facilities Tours
- National Pet Week
- New LED Lights for Basketball Courts, Tennis Courts, Pool
- Public Works new equipment
- Bomb Scare at Fire Station 1
- Employee Appreciation Lunch
- OKC Thunder Cheering
- Espy Bowen Park naming
- Youth Softball at Midwest City MAC
- Plaza 62 Groundbreaking
  - Included event, media and social media coverage.
- Citywide Garage Sale
- Recycling Cart Distribution and Pickup
- Annual Association Celebration
- Annual Juneteenth Celebration
- New Canopy at Muscle Creek
- June 16 election day
- Midwest City Veterans Memorial Gift to Public Works
- Junior Golf League Registration
- Junior Fire Academy Registration
- Promotion of Midwest City Parks & Recreation spaces
- SE 29th St. Project Start/Plaza 62 Project Start
- Storm Damage/Debris Resources
- Tribute To Liberty / Illegal Fireworks

➢ **Standard Quarterly Posts/Promotions**

- Weather cancellations at ballfields/rec facilities
- Council meeting live streams
- Job opportunities
- Employee Spotlights (Weekly)
- HHW Necessary Special Closures
- Bulk Waste Collection Reminders
- Throwback Thursdays

➢ **Special Projects**

- Website redesign launched. Staff spent months reworking information, rebuilding content, adding information and getting used to the new workflow of the site.

MIDWEST CITY

Where the Spirit Flies High

PUBLIC DISCUSSION