



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](https://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.

Doors to the Council Chamber will be open to the public fifteen minutes prior to the start of a meeting.

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

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

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



CITY COUNCIL AGENDA





CITY COUNCIL AGENDA

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

August 25, 2026 - 3:00 PM

Presiding members: Mayor Rick Rice

Ward 1 Brian Triger

Ward 3 Raymond Melton

Ward 5 Sara Bana

Ward 2 Pat Byrne

Ward 4 Marc Thompson

Ward 6 Rick Favors

City Staff:

Asst. City Manager Vaughn Sullivan

City Clerk Sara Hancock

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 July 28, 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: Reimbursed Projects, expenditures/Remodel (61) \$11,895; expenditures/Return of Grant Proceeds (47) \$1,280; expenditures/Return of Grant Proceeds (14) \$2,058. revenues/Intergovernmental (39) \$36,884; expenditures/Supplies (06) \$1,191; expenditures/Contractual (10) \$3,863; expenditures/Christmas Basket Supplies (15) \$5,639; expenditures/Food Drive (15) \$1394; expenditures/Other Expenses (37) \$404; expenditures/Supplies (55) \$3,664; expenditures/Contractual (87) \$49,443. General Gov't Sales Tax, expenditures/Supplies (14) \$35,000. Comm Dev Block Grant, expenditures/Housing Rehab Admin (39) \$1020; expenditures/Gen Admn (39) \$1331; expenditures/Housing Rehab Admin (39) \$2332; expenditures/Gen Admn (39) \$2522; expenditures/Contingency (39) \$29,231; expenditures/Primary System Home Repair (39) \$54,281; expenditures/Housing Svcs Home Prog (39) \$1650. Grants/Various, revenues/Intergovernmental (57) \$500,000; expenditures/Transfer Out (57) \$500,000. Capital Improvements, revenues/Transfers In (00) \$500,000; expenditures/Infrastructure (57) \$500,000. (Finance- T. Cromar)

City Council

3. Discussion, consideration, and possible action to reappoint Tammy Cook to the Board of Adjustment for a three-year term to expire on June 13, 2029. (Community Development - M. Summers)
4. Discussion, consideration and possible action of approving the nomination of Phyllis Bennett, Ward 4 and Avis Bonner, Ward 5, to the Midwest City Historical Society, for a three (3) year term. (T. Lyon – City Manger).
5. Discussion, consideration and possible action of approving the nomination of A.J. Bailey to the Midwest City Tree Board, representing Ward 3, for a three (3) year term. (T. Lyon – City Manger).
6. Discussion, consideration and possible action of approving the nomination of Shane Barnard to the Midwest City Arts Council, representing Ward 5, for a three (3) year term. (T. Lyon – City Manger).
7. Discussion, consideration and possible action of approving a contract with Arledge & Associates, P.C. to perform the FY 2025-2026 audit of Midwest City and all the Authorities, pursuant to Title 60 of the Oklahoma Statutes, wherein the City is beneficiary. Audit fee of \$56,900, Single Audit Fee of \$7,000 and major programs \$5,000 each. (Finance Director - T. Cromar)
8. Discussion, consideration, and possible action of approving; 1) Modification Number 01 to Grant Agreement 40-01256.1 between the Oklahoma Department of Tourism and Recreation and the City of Midwest City for Phase II Improvements to Mid America Park; and 2) authorization of the Mayor and City Manager to enter into the necessary contracts/documents to implement said agreement. (Grants Management – T. Craft) (Ward 5)
9. 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)
10. Discussion, consideration, and possible action of making a matter of record Permit No. SL000055260569 from the Oklahoma Department of Environmental Quality for the construction of the 10361 Le Jean Drive Sewer Extension project, Midwest City, Oklahoma. (Public Works - R. Paul Streets)
11. Discussion, consideration, and possible action of approving a project agreement for State Job Number 38725(04), with the Oklahoma Department of Transportation (ODOT) to receive \$728,000.00 in federal funds for the Crutch Creek Connector South project. (Public Works - R. Paul Streets)
12. Discussion, consideration, and possible action of approving a resolution authorizing an application for financial assistance from the Outdoor Recreation Legacy Partnership (ORLP) Program for the Spirit Playground Renovation Project. (Public Works - R. Paul Streets)

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13. Discussion, consideration, and possible action declaring (74) 2022 Yamaha model DR2EW1XAC golf carts, as surplus and authorizing disposal by public auction, sealed bid or other means as necessary. (Director of Operations - R. Rushing)
14. Discussion, consideration, and possible action of 1) declaring various computer equipment and other miscellaneous items of City property as obsolete, defective, or replaced; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary. (Information Technology - A. Stephenson)
15. Discussion, consideration, and possible action declaring (1) Piano, (1) Cabinet, (4) Bookshelves, (2) Media Shelves, (2) End Tables, (3) Love Seats, as surplus and authorizing disposal by public auction, sealed bid or other means as necessary. (Assistant City Manager-V. Sullivan)
16. Discussion, consideration and possible action of 1) declaring the below listed items as obsolete, defective, or replaced; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary. (Neighborhood Services - M. Stroh)

D. DISCUSSION ITEMS.

1. (MP-35) Public hearing, discussion, consideration, and possible action to approve a Minor Plat for the property located at 111 Richards Avenue, Midwest City, Oklahoma. (Community Development - M. Summers) (Ward 3)
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-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. Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors; Article II, Permits; 32-25 Fees; Health Certificates; providing for a repealer, and severability. (D. Maisch – City Attorney).
5. Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 38 Subdivision Regulations, Article VIII, Definitions, Section 38-65, Definitions, Subsection 38-65.120, Park Land Review Committee; providing for a repealer, and severability. (D. Maisch – City Attorney).

City Council

- E. **NEW BUSINESS/PUBLIC DISCUSSION.** “In accordance with State Statute Title 25 Section 311. Public bodies - Notice. A-9, the purpose of the "New Business" section is for action to be taken at any Council/Authority/Commission meeting for any matter not known about or which could not have been reasonably foreseen 24 hours prior to the public meeting. The purpose of the "Public Discussion" section of the agenda is for members of the public to speak to the Council on any subject not scheduled on the regular agenda. The Council shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Council will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. THOSE ADDRESSING THE COUNCIL ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE COUNCIL.”
- F. **FURTHER INFORMATION.**
1. Review of the July 7, 2026 Planning Commission Minutes (Community Development - M. Summers)
 2. (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)
 3. Monthly Residential and Commercial Building reports for July 2026 (Community Development, M. Summers)
 4. Monthly report on the City of Midwest City Employees’ Health Benefits Plan by the City Manager. (Human Resources Director - T. Bradley)
 5. Review of the monthly report of the Delta Hotel at the Reed Center. (Director of Operations - R. Rushing)
 6. Review of the City Manager's Report for the month of July 2026. (Finance - T. Cromar)
- G. **ADJOURNMENT.**



CONSENT AGENDA



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

Midwest City Council Minutes

July 28, 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 Rick 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 Sara Hancock
Ward 5 Sara Bana		City Attorney Don Maisch

Absent: Ward 6 Rick Favors

OPENING BUSINESS. The Invocation was given by Nate Boone. The Pledge of Allegiance was led by L Roloson. Mayor presented Proclamation to Mark Roberts for Retirement. Lyons made community-related announcements and comments.

CONSENT AGENDA. Bana made a motion to approve the consent with exception of pulling Items 9, 14, and 16, seconded by Byrne. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. Motion Carried.

1. Discussion, consideration and possible action to approve the meeting minutes for June 23, 2026.
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) City Council \$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.

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.
4. Discussion, consideration and possible action of approving Resolution 2026-15 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 commitment cancelled at the close of day June 30, 2026.
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.
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.
7. Discussion, consideration, and possible action of passing Resolution 2026-16 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.
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.

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.
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.
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.
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.
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.
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.
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.
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.

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.
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.
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.
23. Discussion, consideration, and possible action to declare (1) CHEVY Impala, (10) CHEVY Caprices and their contents as surplus and authorizing disposal by public auction, sealed bid, or other necessary means.
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.**

Bana made a motion to approve the agreement, seconded by Byrne. Voting aye: Byrne, Melton, Thompson, Bana, and Rice. Nay: Triger. Absent: Favors. Motion Carried.

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.**

Bana made a motion to approve the action, seconded by Byrne. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. Motion Carried.

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.**

No action was taken.

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.**

Summers addressed Council. After Council and Staff discussion, Thompson made a motion to approve the minor plat, seconded by Bana. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. Motion Carried.

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.**

Summers, Maisch and HOA Board Member Jacob Graves of 13215 Sawtooth Oak Rd addressed Council. Handout was submitted by Byrne for Ward 6. Tiatia Cromar of 13209 Sawtooth Oak Rd (provided handout), Kim Morphis, Developer/Applicants Todd McKinnis and Richard McKown of Ideal Homes, John B. Lewis of 13129 Austrian Pine Dr, George Mills of 2404 Cedar Elm, Charles Leach of 13117 Austrian Pine addressed Council. After discussion, Byrne made motion to table until next month, seconded by Bana. Voting aye: Triger, Byrne, Melton, Bana, and Rice. Nay: Thompson. Absent: Favors. Motion Carried.

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.**

Summers and Applicant Cole Talbot addressed Council. Bana made a motion to deny the Special Use Permit, seconded by Triger. Voting aye: Triger and Bana. Nay: Byrne, Melton, Thompson and Rice. Absent: Favors. Motion Failed.

Byrne made a motion to approve the Special Use Permit, seconded by Thompson. Voting aye: Byrne, Melton, Thompson, and Rice. Nay: Triger and Bana. Absent: Favors. Motion Carried.

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.

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Summers and applicant Tosh Lynn addressed Council. After discussion, Thompson made a motion to approve the Special Use Permit, seconded by Triger. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Motion Carried.

At 4:39 pm Byrne made motion to recess, seconded by Bana. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Motion Carried.

At 5:15 pm Byrne made motion to reconvene, seconded by Bana. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Motion Carried.

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.

Streets addressed Council. After Council and Staff discussion, Byrne made a motion to approve Ordinance 3626, seconded by Melton. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. Motion Carried.

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.

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

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.

Maisch addressed Council. After Council and Staff discussion, Byrne made a motion to approve Ordinance 3627, seconded by Bana. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. Motion Carried.

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.

Maisch addressed Council. Bana made a motion to approve Ordinance 3628, seconded by Byrne. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. Motion Carried.

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.

Ryan addressed Council. Bana made a motion to approve Ordinance 3629, seconded by Byrne. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. Motion Carried.

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.

Stroh addressed Council. After Council and Staff discussion, Thompson made a motion to approve Ordinance 3630, seconded by Bana. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. Motion Carried.

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.

*At 5:30 pm Bana left and returned at 5:31 PM

Maisch addressed Council. After Council and Staff discussion, Bana made a motion to approve Ordinance 3631, seconded by Byrne. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. Motion Carried.

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- 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.**

Stroh addressed Council. After Staff and Council discussion, Bana made a motion to approve Ordinance 3632, seconded by Byrne. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. Motion Carried.

- 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.**

Stroh addressed Council. After Staff and Council discussion, Bana made a motion to approve Ordinance 3633, seconded by Byrne. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. Motion Carried.

- 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.**

Summers addressed Council. Byrne made a motion to approve Ordinance 3634, seconded by Bana. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. Motion Carried.

- 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.**

Duncan addressed Council. Byrne made a motion to approve Ordinance 3635, seconded by Bana. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. Motion Carried.
July 28, 2026 City Council
Minutes continued.

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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.

Floyd addressed Council. After Council and Staff discussion, Bana made a motion to approve Ordinance 3636, seconded by Byrne. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. Motion Carried.

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.

Floyd and Lyon addressed Council. After Council and Staff discussion, Bana made a motion to approve Ordinance 3637, seconded by Byrne. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. Motion Carried.

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.

Beabout addressed Council. After Council and Staff discussion, Bana made a motion to approve Ordinance 3638, seconded by Byrne. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. Motion Carried.

NEW BUSINESS/PUBLIC DISCUSSION.

Glenn Goldschlager of 1409 Evergreen Circle addressed Council concerning water rationing, money collections and Flock Cameras.

At 5:50 pm Byrne made a motion to recess, seconded by Thompson. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. Motion Carried.

At 5:53 pm Bana made a motion to reconvene, seconded by Triger. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. Motion Carried.

EXECUTIVE SESSION.

July 28, 2026 City Council
Minutes continued.

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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 5:54 pm Byrne made a motion to enter Executive Session, seconded by Bana. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. Motion Carried.

At 6:11 PM Byrne made a motion to return to open session, seconded by Bana. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. Motion Carried.

Byrne made a motion to authorize City Manager to proceed as discussed, seconded by Thompson. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. Motion Carried.

FURTHER INFORMATION.

1. Review of the May 19, 2026 Board of Adjustment Minutes
2. Review of the June 2, 2026 Planning Commission Minutes
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.
4. (PC-2254) Public hearing, discussion, consideration, and possible action of a resolution City Council 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.
5. Monthly Residential and Commercial Building Report for June 2026.
6. Urban Renewal Authority’s Fiscal Year 2025 - 2026 Annual Report.
7. Monthly report on the City of Midwest City Employees’ Health Benefits Plan by the City Manager.

8. Review of the City Manager's Report for the month of June 2026.

9. Review of the monthly report of the Delta Hotel at the Reed Center.

July 28, 2026 City Council
Minutes continued.

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ADJOURNMENT. There being no further business, Mayor Rice adjourned the meeting at 6:11 PM.

ATTEST:

RICHARD R RICE, Mayor

SARA HANCOCK, City Clerk



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: August 25, 2026

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2026-2027 increase: Reimbursed Projects, expenditures/Remodel (61) \$11,895; expenditures/Return of Grant Proceeds (47) \$1,280; expenditures/Return of Grant Proceeds (14) \$2,058. revenues/Intergovernmental (39) \$36,884; expenditures/Supplies (06) \$1,191; expenditures/Contractual (10) \$3,863; expenditures/Christmas Basket Supplies (15) \$5,639; expenditures/Food Drive (15) \$1394; expenditures/Other Expenses (37) \$404; expenditures/Supplies (55) \$3,664; expenditures/Contractual (87) \$49,443. General Gov't Sales Tax, expenditures/Supplies (14) \$35,000. Comm Dev Block Grant, expenditures/Housing Rehab Admin (39) \$1020; expenditures/Gen Admn (39) \$1331; expenditures/Housing Rehab Admin (39) \$2332; expenditures/Gen Admn (39) \$2522; expenditures/Contingency (39) \$29,231; expenditures/Primary System Home Repair (39) \$54,281; expenditures/Housing Svcs Home Prog (39) \$1650. Grants/Various, revenues/Intergovernmental (57) \$500,000; expenditures/Transfer Out (57) \$500,000. Capital Improvements, revenues/Transfers In (00) \$500,000; expenditures/Infrastructure (57) \$500,000.

The first through third supplements are needed to return grant proceeds back to the Hospital Authority. The fourth through twelfth supplements are needed to budget for remaining project funds carried forward from FY 26. The thirteenth supplement is needed to budget for additional funding for supplies. The fourteenth supplement through the twentieth are to roll forward remaining CDBG budget from prior fiscal year. The twenty-first through twenty-fourth supplements are needed to budget for a LWCF grant award.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

August 25, 2026

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
61	REMODEL (612704)			11,895	
		<u>0</u>	<u>0</u>	<u>11,895</u>	<u>0</u>
Explanation:					
To budget for return of grant proceeds back to Hospital Authority for project #142005. Funding to come from Fund balance.					

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
47	RETURN OF GRANT PROCEEDS (472303)			640	
47	RETURN OF GRANT PROCEEDS (472407)			640	
		<u>0</u>	<u>0</u>	<u>1,280</u>	<u>0</u>
Explanation:					
To budget for the return of grant proceeds for two projects back to Hospital Authority. Funding to come from Fund Balance.					

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
14	RETURN OF GRANT PROCEEDS (142005)			2,058	
		<u>0</u>	<u>0</u>	<u>2,058</u>	<u>0</u>
Explanation:					
To budget for return of grant proceeds back to Hospital Authority for project #142005. Funding to come from Fund balance.					

SUPPLEMENTS

August 25, 2026

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
39	INTERGOVERNMENTAL (392203)	36,884			
06	SUPPLIES (062404)			1,191	
10	CONTRACTUAL (102403)			3,863	
15	CHRISTMAS BASKET SUPPLIES (151302)			5,639	
15	FOOD DRIVE (152505)			394	
15	FOOD DRIVE (152604)			1,000	
37	OTHER EXPENSES (371301)			404	
55	SUPPLIES (551603)			3,664	
87	CONTRACTUAL (872203)			49,443	
		<u>36,884</u>	<u>0</u>	<u>65,598</u>	<u>0</u>
Explanation:					
To budget for remaining fund balance for listed projects in Reimbursed Projects Fund, per review of FY 26 ending fund balances. Funding to come from Fund balance.					

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
14	GENERAL GOVERNMENT			35,000	
		<u>0</u>	<u>0</u>	<u>35,000</u>	<u>0</u>
Explanation:					
To budget for additional funding for supplies. Funding to come from Fund balance.					

Fund COMM DEV BLOCK GRANT (141)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
Dept Number	Department Name	Increase	Decrease	Increase	Decrease
39	HOUSING REHAB ADMIN (34)			1,020	
39	GENERAL ADMN (34)			1,331	
39	HOUSING REHAB ADMIN (35)			2,332	
39	GENERAL ADMN (35)			2,522	
39	CONTINGENCY (35)			29,231	
39	PRIMARY SYSTEM HOME REPAIR (35)			54,281	
39	HOUSING SVCS HOME PROG (35)			1,650	
39	INFRASTRUCTURE				
		<u>0</u>	<u>0</u>	<u>92,367</u>	<u>0</u>
Explanation:					
To roll forward remaining CDBG budget from fiscal year 2025-2026 to current fiscal year. Funding to come from fund balance.					

SUPPLEMENTS

August 25, 2026

Fund GRANTS / VARIOUS (143)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
57	INTERGOVERNMENTAL /OK DEPT OF TOURISM/REC	500,000			
57	TRANSFER OUT (157)			500,000	
		<u>500,000</u>	<u>0</u>	<u>500,000</u>	<u>0</u>
Explanation:					
To budget for additional LWCF grant award for Mid America Park Ph II. Funding to come from fund balance.					

Fund CAPITAL IMPROVEMENTS (157)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	TRANSFERS IN (143)	500,000			
57	INFRASTURCTURE (572402)			500,000	
		<u>500,000</u>	<u>0</u>	<u>500,000</u>	<u>0</u>
Explanation:					
To budget for additional LWCF grant award for Mid America Park Ph II. Funding to come from fund balance.					



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

TO: Honorable Mayor and Council
FROM: Matt Summers, Community Development Director
DATE: August 25, 2026
SUBJECT: Discussion, consideration, and possible action to reappoint Tammy Cook to the Board of Adjustment.

Tammy Cook's term expired June 13, 2026. The Mayor has nominated her to continue to serve on the Board of Adjustment for a term to expire on June 13, 2029.

Section 44-101 of Title 11 of Oklahoma State Statutes provides for the appointment of Board of Adjustment Members by the governing body. It requires a five (5) member board, with three (3) year terms, and allows for appointment by local ordinance. Section 6.3.2 (B) of the Zoning Regulations, states the members shall be nominated by the Mayor and confirmed by the City Council.

Attached is a short bios for the nominated board member.

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

- Jess Huskey (current term expires: December 13, 2028)
- Charles McDade (current term expires: December 13, 2028)
- Joel Bryant (current term expires: December 13, 2028)
- Cy ValaNejad (current term expires: May 13, 2029)
- Tammy Cook (current term expired: June 13, 2026)

Action is at the discretion of the City Council

Matt Summers, AICP
Community Development Director

Bio for Tammy Cook (July 2026)

Tammy holds a BS in Physical Therapy from the University of Oklahoma and is pursuing an MBA in Healthcare Administration from Oklahoma City University. She has worked for 28+ years as a professional in Hospital Administration and also in other related health industries. She is currently a Director and Administrator at SSM in Midwest City.

Tammy is a Midwest City resident with a long history of community service. She coached Youth Baseball for eight years. She served as the Vice-President for the Junior League of Midwest City, as well as serving as Co-Chair for their Ways and Means Committee. She has served in several roles at the First Christian Church including Membership Chair, Deacon, Elder and Chairperson of Elders. She has served on the Board of Directors for the Mid-Del Food Pantry and has served on the City of Midwest City Board of Adjustment since 2014.



City Manager, Tim Lyon
100 N. Midwest Boulevard
Midwest City, OK 73110
TLyon@midwestcityok.org
Office: 405.739.1202
www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Tim Lyon
City Manager

RE: Discussion, consideration and possible action of approving the nomination of Phyllis Bennett, Ward 4 and Avis Bonner, Ward 5, to the Midwest City Historical Society, for a three (3) year term. (T. Lyon – City Manager).

Date: August 25, 2026

Marc Thompson, Ward 4, City Council Member, would like to nominate Phyllis Bennett to be the Ward 4 representative to the Midwest City Historical Society. Ms. Bennett is a long-time resident of Ward 4 and she is currently the Secretary of the Ridgcrest Neighborhood Association. Ms. Bennett is a retired realtor and is very active in the community. Ms. Bennett's Bio is included. Ms. Bennett will be replacing Malana Bracht, whose term expired on January 13, 2026, and no longer lives within Ward 4.

Sara Bana, Ward 5 City Council Member, would like to re-nominate Avis Banner as the Ward 5 representative to the Midwest City Historical Society. Ms. Bonner has been very active with the Historical Society over the past three (3) years and would continue to be a welcome addition. Ms. Bonner's bio is attached.

The members of the Historical Society are:

Mayor – Cindy Mikeman – Term expires 01/27/2027
Ward 1 – Vacant
Ward 2 – Bob Osmond – Term expires 02/01/2028
Ward 3 – Espy Bowen – Term expires 08/31/2029
Ward 4 – Malana Bracht - Term expired 01/13/2026
Ward 5 – Avis Bonner – Term expired 08/18/2026
Ward 6 – Lori Williams – Term expired 02/01/2028

The appointments will be for a three (3) year term. Approval is at the discretion of the City Council.

Respectfully submitted,

Tim Lyon
City Manager

Phyllis Bennett Bio

Phyllis has a lifelong love for history. She has lived in Midwest City for 19 years, but was a resident of Eastern Oklahoma County for many years before that. She operated a real estate business in Choctaw for many years and is very familiar with the history of the local families and businesses. Phyllis has one son, two grandchildren and two great grandchildren.

Phyllis currently serves as the Secretary of the Ridgecrest Neighborhood Association. She is active in the community and has the time and energy to devote to saving the history of Midwest City for future generations.

Avis Bonner Bio

Hello, I am Avis Bonner, and I was recently commissioned as a Chaplain Candidate in the Army National Guard. I hold a master's degree in Adult Education and an Ed.S. degree, and I am currently pursuing a M.Div. as I prepare for chaplaincy. I work as a kindergarten teacher and fitness instructor. I have been happily married to Anthony for 25 years and am blessed with four wonderful children: Anthony who is 24, Ania is 21, Alexander is 19 and Andrew is 15. In my free time, I enjoy CrossFit and spending quality time with my family. Our family have lived in Midwest City for over 18 years. I would be honored to serve on the MWC Historical Society Board and will remain committed to helping preserve its rich history and help make it accessible to all.



City Manager, Tim Lyon

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Midwest City, OK 73110

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MEMORANDUM

To: Mayor and Members of the City Council

From: Tim Lyon
City Manager

RE: Discussion, consideration and possible action of approving the nomination of A.J. Bailey to the Midwest City Tree Board, representing Ward 3, for a three (3) year term. (T. Lyon – City Manager).

Date: August 25, 2026

Raymond Melton, Ward 3, City Council Member, would like to re-nominate and have considered for approval, A.J. Bailey to be the Ward 3 representative to the Midwest City Tree Board. Mr. Bailey currently serves as the Ward 3 representative to the Tree Board. Mr. Bailey's Bio is included.

The members of the Tree Board are:

Mayor – Barbara Wilson – Term expires 04/27/2027

Ward 1 – Vacant

Ward 2 – Suzy Byrne – Term expires 06/30/2028

Ward 3 – A.J. Bailey – Term expired 06/10/2025

Ward 4 – J.W. Speaks - Term expires 07/31/2028

Ward 5 – Christine Price-Allen – Term expires 11/10/2026

Ward 6 – Aruna Abhayagoonawardhana – Term expires 11/10/2026

The appointment will be for a three (3) year term. Approval is at the discretion of the City Council.

Respectfully submitted,

Tim Lyon
City Manager



City Manager, Tim Lyon

100 N. Midwest Boulevard

Midwest City, OK 73110

TLyon@midwestcityok.org

Office: 405.739.1202

www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Tim Lyon
City Manager

RE: Discussion, consideration and possible action of approving the nomination of Shane Barnard to the Midwest City Arts Council, representing Ward 5, for a three (3) year term. (T. Lyon – City Manager).

Date: August 25, 2026

Sara Bana, Ward 5, City Council Member, would like to nominate and have considered for approval, Shane Barnard to be the Ward 5 representative to the Midwest City Arts Council. Mr. Barnard's Bio is included. Mr. Barnard would replace Marcus Hayes who has requested to not be re-appointed to the Council.

The members of the Arts Council are:

Mayor – Gail Fry – Term expires 01/12/2027

Ward 1 – Alicia Petalcu – Term expires 05/01/2029

Ward 2 – Lindse Barks – Term expires 06/30/2027

Ward 3 – Gloria Love – Term expired 02/28/2027

Ward 4 – Debbie Moore - Term expires 06/30/2028

Ward 5 – Marcus Hayes – Term expires 08/16/2026

Ward 6 – Lisa Pitts – Term expires 01/12/2027

The appointment will be for a three (3) year term. Approval is at the discretion of the City Council.

Respectfully submitted,

Tim Lyon
City Manager

Shane Barnard is a long-time Midwest City resident for more than 25 years. Both he and his wife Christi raised their two kids in Midwest City and were very active in various booster groups with Mid-Del School District to include Carl Albert middle school and Carl Albert high school in band boosters and cross country as well as PTA. Their kids are grown now. Their oldest is working for Oklahoma Medical Research Foundation in medical research and their youngest is finishing up a nursing degree at UCO. Shane contributes a good portion of their kid's success to the Arts at Carl Albert.

Shane is currently studying Public Administration and Non-Profit Management through Liberal Arts at Jackson College of Graduate Studies at The University of Central Oklahoma.

Shane has a strong connection with the arts and is active in civic activity in a local writers group called Word Weavers where he explores writing and is working on publishing his work and a combined endeavor with fellow writers. Shane is also an artist in the medium of watercolor, pencil and ink, acrylic, oils, and modelling as a hobby.

Shane has a compassion for expanding the arts and would like to see Midwest City thrive in the art culture with music, theater, and other artistic mediums. He believes that art promotes creative thinking, and innovation.



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director

DATE: August 25, 2026

SUBJECT: Discussion, consideration and possible action of approving a contract with Arledge & Associates, P.C. to perform the FY 2025-2026 audit of Midwest City and all the Authorities, pursuant to Title 60 of the Oklahoma Statutes, wherein the City is beneficiary. Audit fee of \$56,900, Single Audit Fee of \$7,000 and major programs \$5,000 each.

Per Article IV, Sec. 7 of the City Charter, the council shall designate a qualified public accountant or accountants who shall make an independent annual audit. Based upon Arledge & Associates credentials and thoroughness witnessed in previous years audits, it would be prudent to contract with them to perform the Midwest City audit for Fiscal Year 2025-2026 with the financial statements audit fee of \$56,900, Single Audit \$7,000 and any major programs \$5,000 each.

Arledge's credentials and information can be found at www.Arledge.CPA/team. Jake Winkler, CPA/Partner will be overseeing the Midwest City audit.

Tiatia Cromar
Finance Director

FY-2026 AUDIT ENGAGEMENT LETTER

August 3, 2026

To the Honorable Mayor and Members of the City Council

We are pleased to confirm our understanding of the services we are to provide for City of Midwest City, Oklahoma (the “City”) for the year ended June 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended June 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the City’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City’s RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

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

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

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

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

- 1) Statistical Tables

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

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

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

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

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

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

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



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

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

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

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

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

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

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

Audit Procedures—Internal Control

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

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

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



Audit Procedures—Compliance

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

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

Responsibilities of Management for the Financial Statements and Single Audit

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

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

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

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

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

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

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

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

Engagement Administration, Fees, and Other

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

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

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

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

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

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

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

Our fee for these services will be \$56,900. Additionally, if a Single Audit is required under Uniform Guidance, an additional fee of \$7,000 will be charged for the first major program and \$5,000 for each additional program. This fixed price includes an electronic pdf copy of the report for distribution to your board members and others and 1 bound copy. Additional bound copies are available for \$.50 per page. This fee includes our miscellaneous charges, such as travel and meals. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

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

Reporting

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

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



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

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

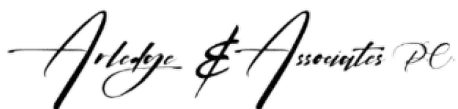
Cost of Consequential Damages

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

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

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

Sincerely,



Arledge & Associates, P.C.

RESPONSE:

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

Management signature: _____

Title: _____

Governance signature: _____

Title: _____





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

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: August 25, 2026

SUBJECT: Discussion, consideration, and possible action of approving; 1) Modification Number 01 to Grant Agreement 40-01256.1 between the Oklahoma Department of Tourism and Recreation and the City of Midwest City for Phase II Improvements to Mid America Park; and 2) authorization of the Mayor and City Manager to enter into the necessary contracts/documents to implement said agreement. (Grants Management – T. Craft) (Ward 5)

The amended grant agreement reflects a \$500,000 increase in the original Land and Water Conservation Fund (LWCF) award of \$790,000, for a total of \$1,290,000; an increase in the period of performance to September 30, 2027; and a change in the scope of the project. Escalating construction costs and the removal of the splash pad element from the original project scope necessitated an amendment to the application made in 2020 and awarded in 2023. The amended grant budget corresponds with the construction bid awarded to Hoey Construction on June 23, 2026.

Phase II improvements to Mid America Park include expanded parking; pre-fab restroom; monument entry sign; construction of the neighborhood park, playground and pavilion; new basketball court and refurbished basketball courts in the original park. The 18-hole disc golf course was completed in Phase I construction.

Dollar-for-dollar match funds will be provided using remaining 2018 GO bond funds and currently budgeted capital funds. Staff recommends approval.

Terri L. Craft
Grants Manager

Modification Number 01 to

Grant Agreement 40-01256.1

Between

OKLAHOMA DEPARTMENT OF TOURISM AND RECREATION

AND

CITY OF MIDWEST CITY

GENERAL

The purpose of this modification is to increase the project's original Period of Performance (PoP), increase the original funding, change the scope of work, and update approved templated grant agreement language. The original PoP was 10/1/2023 - 09/30/2026, the amended PoP will be 10/1/2023 - 09/30/2027. The original awarded federal share was \$790,000.00, the amended federal share (this action) is \$500,000.00, which will be a total cost of federal share \$1,290,000.00 (this action).

MODIFICATION

ARTICLE II. PERFORMANCE GOALS AND PROJECT OBJECTIVES

Original Performance Goals and Project Objectives read:

- A. Performance Goals – LWCF financial assistance is provided to assure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the general public. This project will improve public outdoor recreation opportunity for residents of and visitors to the state of Oklahoma and more specifically the residents of Oklahoma county by developing outdoor recreation amenities at Mid America Park in Midwest City, Oklahoma. This is Phase 2 of a multi-phased park development program for Mid America Park to improve park amenities for residents of Midwest city and the greater Oklahoma City Metropolitan area.
- B. Project Objectives – Develop a new splash pad, entry sign, prefabricated restrooms, parking lot extension, 18-hole disc golf course, and install a smaller neighborhood park.

Amended Performance Goals and Project Objectives reads:

ARTICLE II. PERFORMANCE GOALS AND PROJECT OBJECTIVES

- A. Performance Goal – LWCF financial assistance is provided to ensure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the general public.

- B. Project Objectives – This outdoor recreation grant will improve community well-being by maximizing recreational investments, expanding opportunities, and provision of safe and accessible spaces.

ARTICLE IV. STATEMENT OF WORK. The original Statement of Work (SOW) included a splash pad, and the amended SOW will remove the splash pad and replace it with a basketball court.

Original Statement of Work read:

With Land and Water Conservation Fund assistance and in partnership with the Oklahoma Tourism and Recreation Department, Midwest City seeks to pursue Phase 2 of the Mid America Park expansion, which will build on Phase 1 efforts in the main community park by constructing a splash pad, installing an entry sign and prefabricated restrooms, constructing a parking lot extension, an 18-hole disc golf course, and installing a smaller neighborhood park with an inclusive playground, pavilion, and park benches.

Amended Statement of Work reads:

The Recipient, Oklahoma Department of Tourism and Recreation, will pass through a subaward to the Subrecipient, the City of Midwest City, to renovate Mid America Park. This project will: construct a basketball court, a parking lot extension, and 18-hole disc golf course, playground, pavilion, and install an entry sign, prefabricated restrooms, and park benches.

ARTICLE X. AWARD SPECIFIC TERMS AND CONDITIONS. The following will be modified to remove part B, which had restrictions placed on the grant agreement for incomplete Section 106 and NEPA requirements.

Original Award Specific Terms and Conditions read:

- B. This grant has been awarded prior to the NPS and the Recipient completing required reviews of the project in accord with Section 106 of the National Historic Preservation Act (NHPA) and the National Environmental Policy Act (NEPA) and making a determination as to the project's potential to cause impacts or effects to environmental or cultural resources. As requested by interested Tribes, the Subrecipient shall conduct a Cultural Resources Survey of the project area in alignment with 36 CFR 800. As such, the Sub-recipient is not authorized to perform any work under the project except as needed to complete compliance, particularly any ground disturbing activities, nor draw down any funds. The condition will remain in effect unless and until the NHPA Section 106 and NEPA processes are completed and approved by the LWCF program with a determination of whether further review, documentation, and/or mitigation measures are required; and the Sub-recipient has satisfied any requirements contained in the LWCF program determination. Once these requirements have been successfully completed, the LWCF program will notify the Recipient in writing that the review is complete, work on the project may commence, and reimbursement of Grant funds is authorized.

Amended Award Specific Terms and Conditions reads:

- A. The recipient shall provide a signed and dated boundary map that is acceptable to them, the subrecipient, and LWCF, meeting all criteria as explained in the LWCF Manual, v. 71, including displaying all easements and reversionary interests in the property, before final reimbursement.
 - C. In accord with Article XI and Attachment A, the NPS reserves the right to terminate the grant in the event the Recipient breaches this special award condition or otherwise fails to perform under these Agreement requirements. If the project scope or budget changes in any way after approval as a result of the compliance process, revised final versions must be submitted to the NPS for approval once the condition placed on the agreement has been met.
1. All other terms and conditions remain unchanged.



Proposed Federal Action

Approval of Land and Water Conservation Fund (LWCF) modification to grant number 40-01256.1 Mid-America Park Expansion 2. The project statement of work is as follows: The Recipient, Oklahoma Department of Tourism and Recreation, will pass through a subaward to the Subrecipient, the City of Midwest City, to renovate Mid America Park. This project will: construct a basketball court, a parking lot extension, and 18-hole disc golf course, playground, pavilion, and install an entry sign, prefabricated restrooms, and park benches. An F(5) CE was issued for the project on April 7, 2025. This A(1) CE is for a scope change, replacing a splash pad with a basketball court.

Categorical Exclusion

This grant has been environmentally certified A(1) which states: "Changes or amendments to an approved action when such changes would cause no or only minimal environmental impact."

No extraordinary circumstances apply.

Executive Order 14154, Unleashing American Energy (Jan. 20, 2025), and a Presidential Memorandum, Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), require the Department to strictly adhere to the National Environmental Policy Act (NEPA), 42 U.S.C. §§ 4321 et seq. Further, such Order and Memorandum repeal Executive Orders 12898 (Feb. 11, 1994) and 14096 (Apr. 21, 2023). Because Executive Orders 12898 and 14096 have been repealed, complying with such Orders is a legal impossibility. The NPS verifies that it has complied with the requirements of NEPA, including the Department's regulations and procedures implementing NEPA at 43 C.F.R. Part 46 and Part 516 of the Departmental Manual, consistent with the President's January 2025 Order and Memorandum.

07/29/2026

Keilah Spann
Supervisory Compliance Officer
Land and Water Conservation Fund Program
National Park Service - Interior Region 2
Atlanta, Georgia 30303

Date

COST ESTIMATE
CITY OF MIDWEST CITY - MID AMERICA PARK PH II

Source of Funds			Grant Request	Cash Match	In-kind Match	Donate Match	Totals
LWCF GRANT			\$ 1,290,000.00				\$ 1,290,000.00
SPONSOR				\$ 1,290,000.00			\$ 1,290,000.00
OTHER CONTRIBUTORS							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
TOTALS			\$ 1,290,000.00	\$ 1,290,000.00	\$ -	\$ -	\$ 2,580,000.00

Use of Funds	Unit of Measure & Number of Unit	Cost Per Unit	Grant Request	Cash Match	In-kind Match	Donate Match	Totals
I. PROFESSIONAL SERVICES							
I a. Design and Engineering							\$ -
I b. Administrative Fees							\$ -
							\$ -
II. PROJECT MATERIALS							
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
III. PROJECT CONSTRUCTION							
Prefabricated Restroom	EA	\$ 189,570.00	\$ 94,785.00	\$ 94,785.00			\$ 189,570.00
Utility Work/Landsc - Phase I Const.	LS	\$ 100,000.00	\$ 50,000.00	\$ 50,000.00			\$ 100,000.00
Parking Lot Extension	LS	\$ 137,286.00	\$ 68,643.00	\$ 68,643.00			\$ 137,286.00
Parking Lot - Neigh Park	LS	\$ 245,884.00	\$ 122,942.00	\$ 122,942.00			\$ 245,884.00
Trees/Sod/Planting - Neigh Park	LS	\$ 51,104.00	\$ 25,552.00	\$ 25,552.00			\$ 51,104.00
Park Benches/Site Furnishings - Neigh Park	LS	\$ 42,359.00	\$ 21,179.50	\$ 21,179.50			\$ 42,359.00
Concrete Sidewalk - Neigh Park	LS	\$ 57,090.00	\$ 28,545.00	\$ 28,545.00			\$ 57,090.00
Playground - Neigh Park	LS	\$ 369,639.00	\$ 184,819.50	\$ 184,819.50			\$ 369,639.00
Pavillion	LS	\$ 244,035.00	\$ 122,017.50	\$ 122,017.50			\$ 244,035.00
Splash Pad - Cancelled							\$ -
Disc Golf Course - Phase I Const.	LS	\$ 150,000.00	\$ 75,000.00	\$ 75,000.00			\$ 150,000.00
Signage	LS	\$ 17,500.00	\$ 8,750.00	\$ 8,750.00			\$ 17,500.00
Basketball Courts	LS	\$ 578,585.40	\$ 289,292.70	\$ 289,292.70			\$ 578,585.40
Mobilization	LS	\$ 389,447.60	\$ 194,723.80	\$ 194,723.80			\$ 389,447.60
Construction Staking level II	LS	\$ 7,500.00	\$ 3,750.00	\$ 3,750.00			\$ 7,500.00
III a. DEMOLITION							\$ -
							\$ -
III b. SITE WORK							\$ -
							\$ -
IV. LAND DONATION							\$ -
							\$ -
TOTALS			\$ 1,290,000.00	\$ 1,290,000.00	\$ -	\$ -	\$ 2,580,000.00

List Each Matching Share Contributor. Each entry must have a corresponding signed and dated letter of support stating their commitment of the contribution (this includes a letter from the project sponsor if it is contributing match).

Matching Share Contributors (Name and funding source):	Match Amount/ Value	Type (cash, donated land, etc.)	Is Match Secure or firmly committed. If committed, list date expected to be secured.
City of Midwest City	\$1,290,000	Cash	Committed
GRAND TOTAL			

The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this amendment to the project agreement, and bind their respective party thereto.

Oklahoma Tourism and Recreation Department

By: _____ Title: Mayor Date: 08/25/26
Richard R. Rice

Subrecipient: City of Midwest City

By: _____ Title: _____ 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: August 25, 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 Shaw Investment Properties, 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



Public Works Administration
R. Paul Streets, Director
rpstreets@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
Assistant Public Works Director

Verbal and Written Notice Given on: 4/28/2026

By: [Signature] Turner Stafford Poe & Associates, Inc

Your Right-of-Way Agent can be contacted at: 405.204.8316

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 The City of Midwest City (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"

Attachment "A" *L.C.F.*

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.

Andy & M...
Member, Manager

SC Shaw II, Trustee of the SC Shaw Trust

08/03/2026

WITNESS the hands of the parties this 03 day of August, 2026.

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA Payne) ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 03 day of August, 2026 personally appeared Sidney C. Shaw II, Trustee of the S.C Shaw Trust to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as its Sole Member/Manager 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 03 day of August, 2026.

My Commission expires: 05/04/2030

NOTARY PUBLIC:



Elizabeth Therese Wooldridge

Approved by City Attorney _____ Date: _____

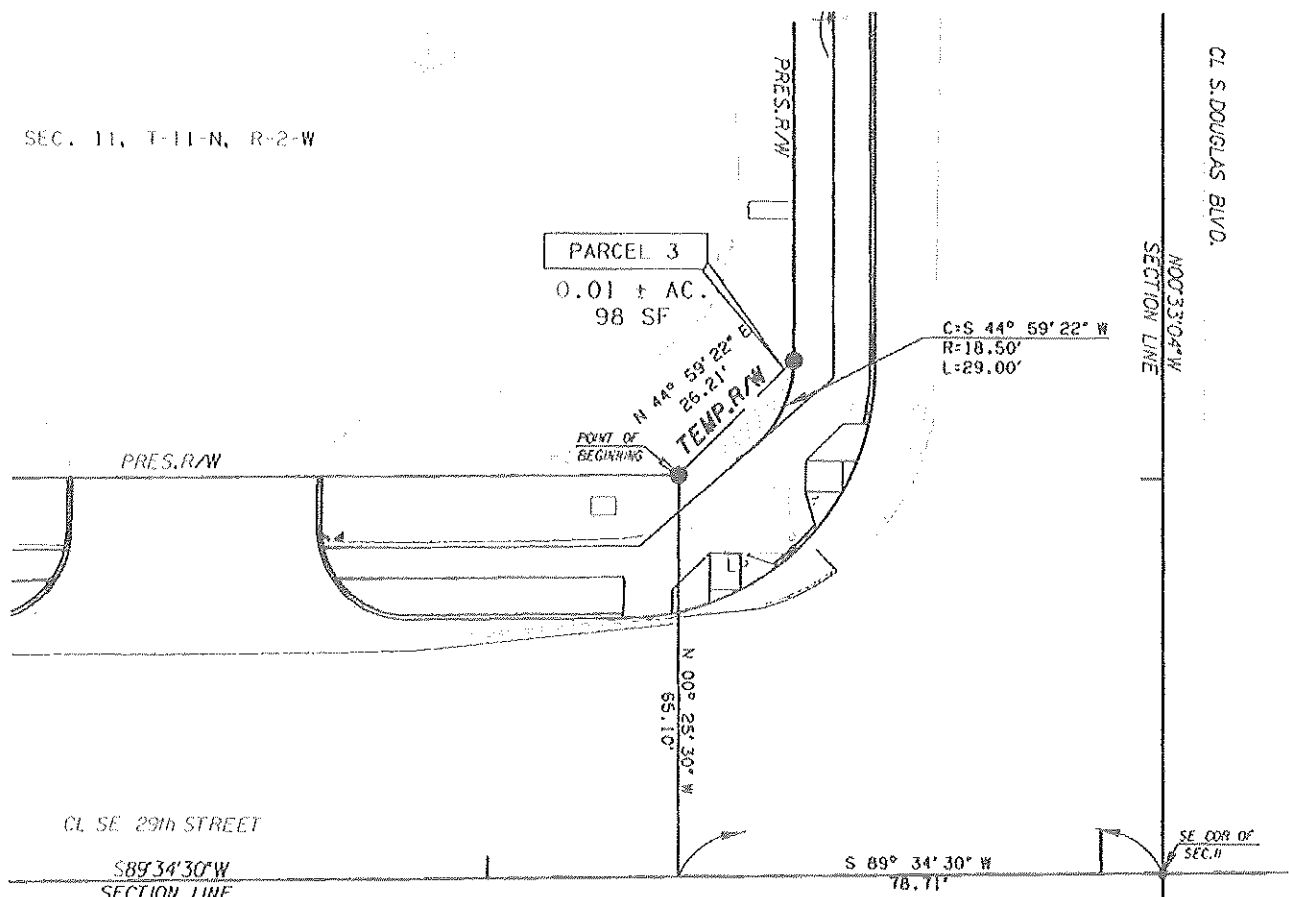
Approved by Chairman _____ Date: _____

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

SEC. 11, T-11-N, R-2-W



SEC. 14, T-11-N, R-2-W

LEGAL DESCRIPTION:

A STRIP, PIECE OR PARCEL OF LAND LYING IN PART OF THE SE 1/4 OF SECTION 11, T11N, R2W 1M 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 SE 1/4, 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.

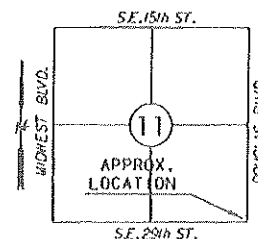
CONTAINING 0.01 ACRES (98 SQ. FT.) MORE OR LESS.

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

THIS DESCRIPTION WAS PREPARED BY:

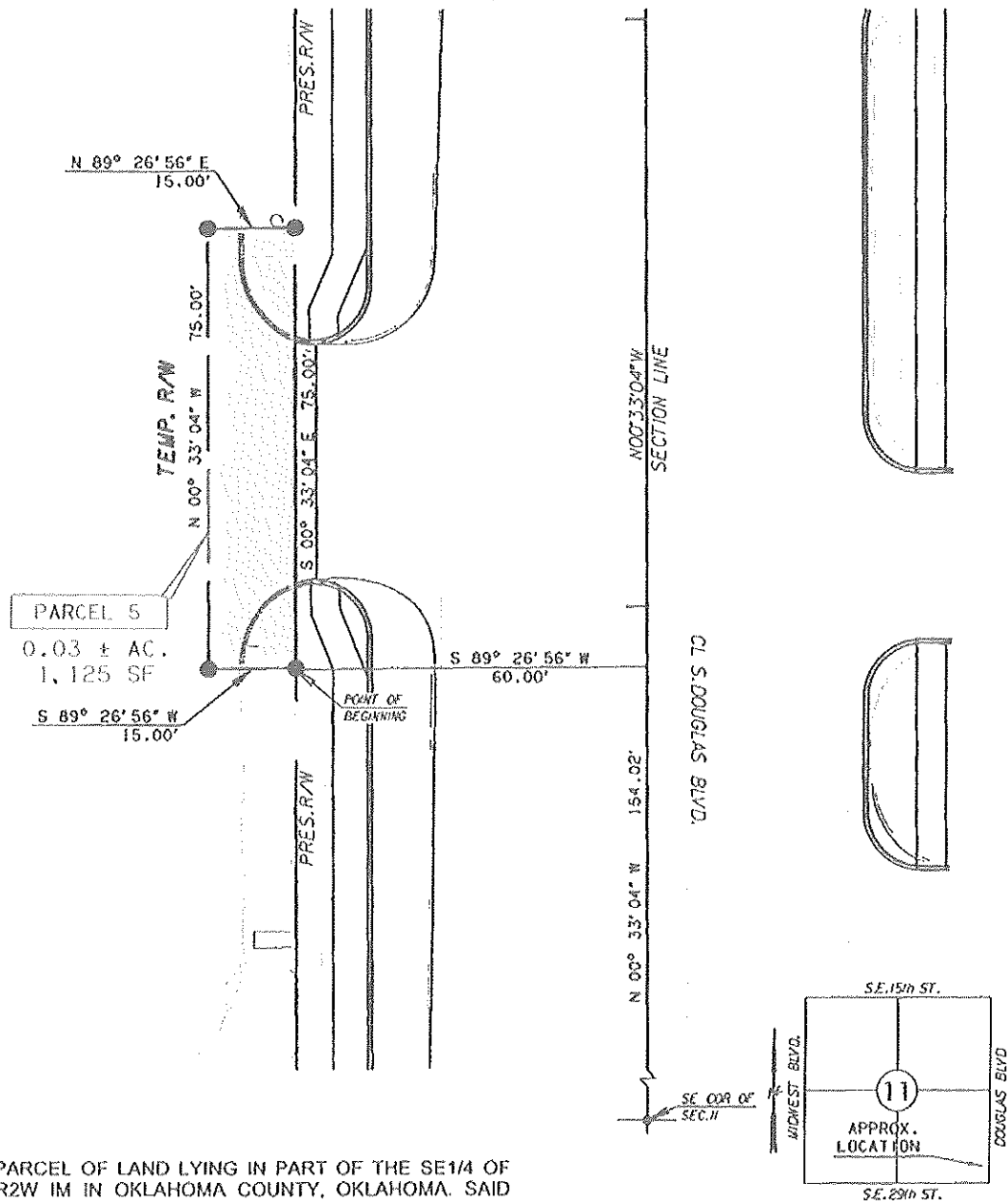
JUSTIN L. TALCOTT, P.L.S. #1646

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 PE 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 1M IN OKLAHOMA COUNTY, OKLAHOMA. SAID PARCEL OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE PRESENT WEST-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:

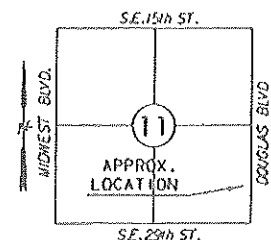
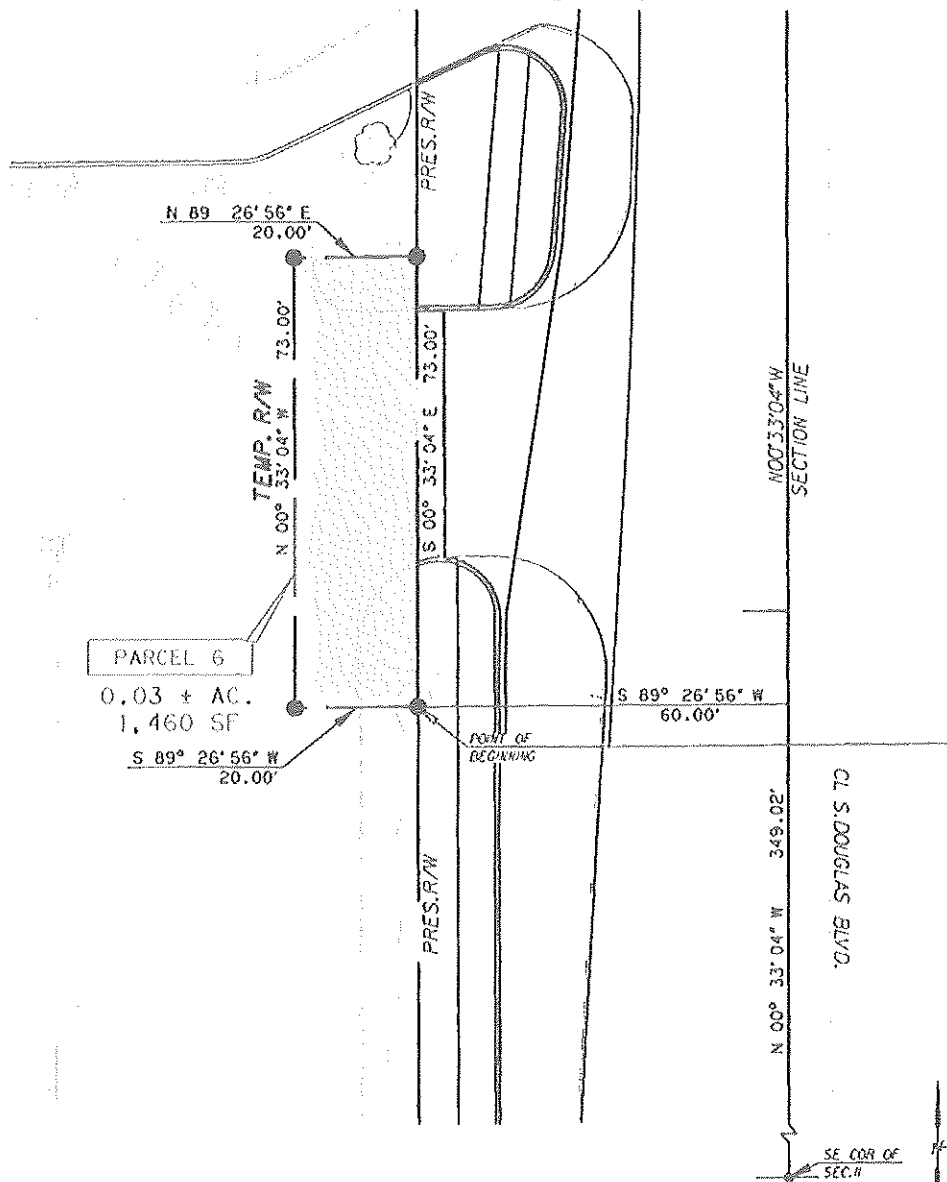
JUSTIN L. TALCOTT, P.L.S. #1646

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.



PREPARED AND SUBMITTED BY POE & ASSOCIATES INC. Oklahoma City, Oklahoma CANO 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 1M 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"

DONATION CERTIFICATE

DATE

08/03/2026

Job Piece No.: 38082(04)

Project No.: 0

County: Oklahoma

Parcel No.: 3, 5, 6

I/We the undersigned, hereby certify that I/we have received the Property Rights Brochure, have been fully informed of my/our right to receive just compensation for the right-of-way upon my/our property and waive the appraisal process and/or offer.

I/We have elected to donate the right-of-way to: The City of Midwest City
for project J/P#38082(04) City of Midwest City Intersection Improvements Project - S Douglas
Blvd and SE 29th Street

LEGAL DESCRIPTION: A Strip, Piece or Parcel of land lying in part of the SE/4 of Section 11,
T11N, R2W IM in Oklahoma County, Oklahoma

SEE EXHIBIT "A"

Attachment "A" S.C.S

Address: 2917 S Douglas Blvd., Midwest City, Oklahoma 73130

SIGNATURES

Dated this _____ day of _____ 2026

BY: Shaw Investment Properties,
LLC

BY: _____

WITNESS:

Agent Trevor Stafford

Date _____

(Attach Property Rights Brochure)
(Attach Legal Description)

I decline to donate.

BY:

Lizy C. Shaw II

Shaw Investment Properties, LLC

BY:

Sidney C. Shaw II

Member/Manager

Date

08/03/2026



Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: August 25, 2026

Subject: Discussion, consideration, and possible action of making a matter of record Permit No. SL000055260569 from the Oklahoma Department of Environmental Quality for the construction of the 10361 Le Jean Drive Sewer Extension project, Midwest City, Oklahoma.

Attached is Permit No. SL000055260569 for the construction of 100 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the 10361 Le Jean Drive Sewer Extension project, Midwest City, Oklahoma County, Oklahoma.

This item serves to make Permit No. SL000055260569 a matter of permanent record.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

July 22, 2026

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

Re: Permit No. SL000055260569
10361 Le Jean Drive
Facility No. S-20541

Dear Mr. Lyon:

Enclosed is Permit No. SL000055260569 for the construction of 100 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the 10361 Le Jean Drive, 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 22, 2026. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by DEQ before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Midwest City, after which it should be made a matter of permanent record.

Approved plans and specifications are available upon request.

Respectfully,



D. Adam Divine, P.E.
Construction Permit Section
Water Quality Division

Enclosure

PERMIT TO CONSTRUCT

July 22, 2026

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 100 linear feet of eight (8) inch PVC sanitary sewer line and all appurtenances to serve the 10361 Le Jean Drive, located in NW 1/4 of Section 6, T-11-N, R-1-W, Oklahoma County, Oklahoma, in accordance with the plans approved July 22, 2026.

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

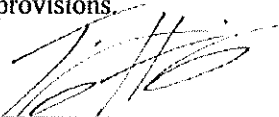
This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible for ensuring that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted and no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3).
- 5) That tests will be conducted as necessary to ensure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality ("DEQ") shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 8) That any deviations from approved plans or specifications affecting capacity, flow, or operation of units must be approved by DEQ before any such deviations are made in the construction of this project.
- 9) That any notations or changes recorded on the official set of plans and specifications in DEQ files shall be part of the plans as approved.

PERMIT No. SL000055260569
FACILITY No. S-20541

- 10) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that DEQ will be notified in writing of any sale or transfer of ownership of these facilities.
- 11) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by DEQ.
- 12) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 13) That all manholes shall be constructed in accordance with the standards established in OAC 252:656-5-3.
- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



Travis Herrian, P.E., Engineering Manager
Construction Permit Section
Water Quality Division



Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: August 25, 2026

Subject: Discussion, consideration, and possible action of approving a project agreement for State Job Number 38725(04), with the Oklahoma Department of Transportation (ODOT) to receive \$728,000.00 in federal funds for the Crutcho Creek Connector South project.

This agreement allows for collaboration with ODOT on a future federal project. Federal funds were granted through the ACOG TAP funding program for a project to extend an existing sidewalk and shared-use trail from Quinlan Park to SE 15th Street.

This project funds both design and construction of the project. The \$728,000.00 federal funds represent 80% of the design and construction costs. A 20% local match in the amount of \$182,000.00 will be required, of that \$26,232.00 represents the City's share of the estimated design costs.

Consultant selection for design will begin after the attached funding agreement is executed.

Funding for the local match is available in Account No. 065-0610-452.40-06, Project No. 062604.

Approval is at the discretion of the Council.

Respectfully,

R. Paul Streets
Public Works Director

Attachment

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

MIDWEST CITY: SIDEWALK SHARROW AND SHARED-USE TRAIL ALONG CROSBY ROAD
FROM QUINLAN PARK TO SE 15TH ST. TIP ID 272

Project No.: TAP3-8725(004)AG

State Job No.: 38725(04)(05)(06)(07)

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

WITNESSETH

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

Project Type	Div.	County	JP No	Project No.	Work Type	Description
Enhancement	04	OKLAHOMA	38725(04)	TAP3-8725(004)AG	PEDESTRIAN/ BICYCLE IMPROVEMENTS	MIDWEST CITY: SIDEWALK SHARROW AND SHARED-USE TRAIL ALONG CROSBY ROAD FROM QUINLAN PARK TO SE 15TH ST. TIP ID 272

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

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

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

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

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

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

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

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

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

SECTION 1: PROJECT AGREEMENT

1.1 If applicable, the Department will recommend approval of the project by the Federal Highway Administration.

1.2 The Sponsor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 Stat. § 252, 42 U.S.C. § 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 - "Nondiscrimination in federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act 1964".

1.3 The DEPARTMENT and SPONSOR mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The DEPARTMENT and SPONSOR hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or contractors which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

SECTION 2: ENGINEERING RESPONSIBILITIES

2.1 The Sponsor shall provide professional engineering services for the development of the Plans, Specifications and Estimates (PS&E) for this project. Design engineering for this project will be performed under the supervision of the Sponsor. Sponsor warrants to the Department that they will review the plans and will certify that the plans are acceptable to the Sponsor and are in full compliance with current standards and specifications.

2.2 Progress payments will be made to the consultant by the DEPARTMENT upon receipt of a properly executed claim form, approved by the SPONSOR, accompanied by suitable evidence of the completion of the work claimed, as detailed in the engineering contract.

2.3 The Department and Sponsor mutually recognize that each party is a governmental entity subject to the provisions of the Governmental Tort Claims Act (51 O.S. § 151 et seq.). The Department and Sponsor hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act. Each party agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a party or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

2.5 The Sponsor certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The Sponsor shall be exclusively responsible for integrated ADA compliance planning for all Sponsor streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the Sponsor shall be included in the Sponsor's comprehensive compliance plans.

2.6 To the extent permitted by law, all data prepared under this Agreement shall be made available to the Department without restriction or limitation on their further use, with exception of any documents or information that would be considered attorney/client privileged by the Sponsor.

2.7 The Department will conduct the environmental studies and prepare the National Environmental Policy Act documents as required for federally funded projects.

2.8 The Department will forward the environmental documents to FHWA for approval if applicable.

SECTION 3: LAND ACQUISITION AND UTILITY RELOCATION

3.1 The Sponsor warrants to the Department that, they have or will acquire all land, property, or rights-of-way needed for complete implementation of said project, free and clear of all obstructions and encumbrances and in full accordance with the Department's guidelines for Right-of-Way Acquisition on Federal-Aid Projects, the Uniform Relocation Act, the National Environmental Policy Act and all other applicable local, state and federal regulations.

3.2 The Sponsor shall be responsible for ensuring all proper tax documentation is filed and issued to recipients of funds paid on behalf of the Sponsor for Right-of-Way acquisition for this project.

3.3 The Sponsor warrants to the Department that it is knowledgeable of and will comply with the provisions of 42 U.S.C.A., Section 4601-4655 and 23 U.S.C.A., Section 323 (as amended) and 49 C.F.R. Part 24 in the acquisition of all right-of-way and the relocation of any displacees.

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

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

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

3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101-1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.

3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

3.8 The Sponsor shall have the authority pursuant to 69 O.S. § 1001 and 69 O.S. § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes.

3.9 The Sponsor agrees that if any property acquired utilizing Federal funding is disposed of or is no longer used in the public interest the Sponsor shall reimburse the Department at the current fair market value.

3.10 The Sponsor agrees to;

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

SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, ACOG-TAP total estimated cost of **\$728,000**, as described below:

FUNDING SOURCE =>			ACOG-TAP		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
38725(05)	Design -	\$131,162	80%	\$104,930	20%	\$26,232
38725(06)	Right-of-Way -	\$0				\$0
38725(07)	Utilities -	\$0				\$0
38725(04)	Construction - (With 6% Inspection)	\$778,838	80% up to a limit of	\$623,070	Remainder	\$155,768
Total		\$910,000	Total=>	\$728,000	Total=>	\$182,000

4.2 Furthermore, the Department and the Sponsor agree that actual ACOG-TAP costs incurred by project phases (**JP 38725(04,05,06,07)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

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

SECTION 5: CONSTRUCTION RESPONSIBILITIES

5.1 The Sponsor agrees to comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the Sponsor agrees and stipulates as stated in the ODEQ's *General Permit OKR10*, dated September 13, 2017 or latest revision, to secure a storm water permit with the ODEQ for utility relocations, when required. It is also agreed that the storm water management plan for the project previously described in the document includes project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the site specific storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

5.2 The Sponsor's responsibility for environmental cleanup will be a continuing responsibility to remediate any and all known and unknown environmental damage throughout the duration of this agreement with the Department in compliance with State and federal regulations.

5.3 The roadway improvements and all devices specified herein shall not be altered, removed, or cease to be operative without mutual written consent of the Department and the Sponsor.

5.4 Upon approval of this agreement and the plans, specifications, and estimates by the Sponsor, the Department, and the Federal Highway Administration (if applicable), the Department will advertise and let the construction contract for this project in the usual and customary legal manner. It is agreed that the projects herein contemplated are proposed to be financed as previously described, and that this Agreement, all plans, specifications, estimate of costs, acceptance of work, payments, and procedure in general hereunder are subject in all things at all times to all local, state and federal laws, regulations, orders, approvals as may be applicable hereto.

5.5 The Department shall provide a copy of the executed construction contract to the Sponsor, upon receipt of a written request.

5.6 The Department will notify the Sponsor of pre-bid dates, bid opening dates, and Transportation Commission award dates in writing upon receipt of a written request.

5.7 The Sponsor agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

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

5.8 The Sponsor further agrees and warrants to the Department that, subsequent to the construction of said project, the Sponsor will:

- 1) Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:
 - a) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be moved by the Sponsor to any other point other than that which is approved by the Department prior to such removal.

- b) In the event there is no mutually agreed location for the reinstallation, the Sponsor will assume complete ownership of the equipment following removal, if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
- 1) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten(10) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- 2) Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the Sponsor to notify the Department of any changes necessary to ensure safety to the traveling public.
 - 3) Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this agreement.
 - 4) Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
 - 5) Maintain all right-of-way areas adjacent to road surfaces, including erosion control and periodic mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
 - 6) For any portion of the project encompassed under this Agreement that is part of the State Highway System, the Sponsor shall maintain all that part of said project within the corporate limits of the Sponsor between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.

- 7) On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:
 - a. The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.
 - b. Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.
 - c. Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

5.9 The Sponsor further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- 3) It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the Sponsor.
- 4) The Sponsor agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- 5) In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities

installed hereunder shall not be moved by the Sponsor to any point other than which is approved by the Department prior to such removal.

- 6) In the event there is no mutually agreed location for reinstallation, the Sponsor will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
 - a) In the event the Sponsor desires total ownership of the equipment, the Sponsor shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the Sponsor does not desire total ownership of the equipment, the Sponsor shall sell the equipment at public auction to the highest bidder. The Sponsor shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.
- 2) The Sponsor will make ample provisions annually for the proper maintenance of said project, including the provision of competent personnel and adequate equipment, specifically, to provide all required maintenance of the project during the critical period immediately following construction and to keep the facility in good and safe condition for the benefit of the traveling public.
- 3) The Sponsor warrants to the Department that it will periodically review the adequacy of the aforesaid project to ensure the safety of the traveling public and should the Sponsor determine that further modifications or improvements be required, the Sponsor shall take such actions as are necessary to make such modifications or improvement. When operation modifications are required which in

the opinion of the Department exceed the capability of the Sponsor's staff, the Sponsor agrees to retain, at the sole expense of the Sponsor, competent personnel for the purpose of bringing the improvement up to the proper standard of operation.

- 4) The Sponsor warrants and agrees that upon completion of the aforesaid project, the Sponsor assumes any and all financial obligations for the operation, use, and maintenance of the aforesaid project.

SECTION 6: NON-DISCRIMINATION CLAUSE

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

- 1) **Compliance with Regulations:**

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

- 2) **Nondiscrimination:**

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

- 3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:**

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

- 4) **Information and Reports:**

The Sponsor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may

be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:**

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

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

6) **Incorporation of Provisions:**

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

SECTION 7: TERMINATION

7.1 This Agreement may be terminated by any of the following conditions:

- a) By mutual agreement and consent, in writing of both parties.
- b) By the Department by written notice to the Sponsor as a consequence of failure by the Sponsor to perform the services set forth herein in a satisfactory manner.
- c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

- d) By the Department for reasons of its own and not subject to the mutual consent of the Sponsor upon five (5) days written notice to the Sponsor.
- e) By satisfactory completion of all services and obligations described herein.

7.2 The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Sponsor under this agreement. If the potential termination of this Agreement is due to the failure of either the Department or the Sponsor to fulfill their obligation as set forth herein, the non-breaching party will notify the party alleged to be in breach that possible breach of agreement has occurred. The party alleged to be in breach should make a good faith effort to remedy that breach as outlined by non-breaching party within a period mutually agreed by each party.

SECTION 8: GOVERNING LAW AND VENUE

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

SECTION 9: DISPUTE RESOLUTION

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

SECTION 10: PRIOR UNDERSTANDINGS

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

SECTION 11: AMENDMENTS OR MODIFICATIONS OF AGREEMENT

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

SECTION 12: RECORDS

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

SECTION 13: HEADINGS

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

SECTION 14: BINDING EFFECTS

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

SECTION 15: SEVERABILITY

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

SECTION 16: EFFECTIVE DATE

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

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

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



Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Mayor and Council

From: R. Paul Streets, Public Works Director

Date: August 25, 2026

Subject: Discussion, consideration, and possible action of approving a resolution authorizing application for financial assistance from the Outdoor Recreation Legacy Partnership (ORLP) Program for the Spirit Playground Renovation Project.

The accompanying resolution is required in order to apply for financial assistance through the Outdoor Recreation Legacy Partnership (ORLP) Program and authorizes the City Manager to sign an application on behalf of the City of Midwest City.

City staff will work with Freese and Nichols, Inc. (FNI), to prepare and submit the ORLP application. The proposed project will construct improvements to the Spirit Playground located at Joe B. Barnes Regional Park, which are currently under design.

No City funds are obligated at this time. However, if the project is funded, the City will be required to provide a 50% local match.

Project selection is slated for Spring 2027.

Action is at the discretion of the Council.

Respectfully,

R. Paul Streets
Public Works Director

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA, AUTHORIZING THE PREPARATION AND SUBMITTAL OF AN OUTDOOR RECREATION LEGACY PARTNERSHIP (ORLP) PROGRAM GRANT APPLICATION

WHEREAS, the City of Midwest City desires to pursue funding through the Outdoor Recreation Legacy Partnership (ORLP) Program for eligible outdoor recreation improvements within the City; and

WHEREAS, the ORLP Program requires coordination with the Oklahoma Tourism and Recreation Department (OTRD), which serves as Oklahoma's Land and Water Conservation Fund State Liaison and reviews ORLP applications prior to submission to the National Park Service; and

WHEREAS, the ORLP Program requires a 50 percent non-federal match, and the City understands that eligible matching funds and associated funding commitments must be identified and documented in accordance with program requirements; and

WHEREAS, the City may utilize Freese and Nichols, Inc. (FNI), other consultants, agencies, funding partners, or other third parties to assist City staff with coordination, preparation, documentation, and submittal of the ORLP application; and

WHEREAS, the City Council finds that pursuing ORLP funding is in the best interest of the City and its residents and will support opportunities for outdoor recreation and community improvements.

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

SECTION 1. The City Council hereby authorizes City staff to coordinate with OTRD and prepare and submit an application for funding through the Outdoor Recreation Legacy Partnership Program.

SECTION 2. The City Council authorizes City staff to work with and utilize Freese and Nichols, Inc. (FNI), other consultants, agencies, funding partners, and other appropriate third parties in the preparation and submittal of the ORLP application, including assistance with application materials, supporting documentation, cost estimates, funding and match documentation, coordination, and other information necessary to complete the application.

SECTION 3. City staff is authorized to identify eligible sources of the required non-federal match and obtain appropriate commitment letters or other documentation required as part of the application.

SECTION 4. The Mayor, City Manager, and/or their designee(s) are authorized to execute and submit documents necessary for the ORLP grant application and to take such actions as may be reasonably necessary to complete the application and submittal process. The assistance of FNI or other third parties in preparing or submitting application materials shall not authorize such parties to obligate or otherwise bind the City unless separately authorized by the City.

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

THE CITY OF MIDWEST CITY

MAYOR

ATTEST:

SARA HANCOCK, CITY CLERK

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY



City Manager's Office
100 N. Midwest Blvd
Midwest City, Oklahoma 73110
Office 405.739.1205

TO: Honorable Chairman and Trustees

FROM: Ryan Rushing, Director of Operations

DATE: August 25, 2026

SUBJECT: Discussion, consideration, and possible action declaring (74) 2022 Yamaha model DR2EW1XAC golf carts, as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.

The following carts be removed from service and be replaced with new 2026 Yamaha carts:

(74) 2022 Yamaha model DR2EW1XAC golf carts:

Cart #	Year	ID#
1	2022	505783
2	2022	505787
3	2022	505375
4	2022	505371
5	2022	505788
6	2022	505789
7	2022	505784
8	2022	505794
9	2022	505798
10	2022	505795
11	2022	505792
12	2022	505791
13	2022	505782
14	2022	505797
15	2022	505786
16	2022	505799
17	2022	505376
18	2022	505785
19	2022	505800
20	2022	505779

21	2022	505361
22	2022	505796
23	2022	505362
24	2022	505778
25	2022	505793
26	2022	505790
27	2022	506080
28	2022	506046
29	2022	506060
30	2022	506077
31	2022	506072
32	2022	506076
33	2022	506071
34	2022	506048
35	2022	506044
36	2022	506075
37	2022	506041
38	2022	506054
39	2022	506045
40	2022	506052
41	2022	506040
42	2022	506042
43	2022	506043
44	2022	506050
45	2022	506051
46	2022	506074
47	2022	506053
48	2022	506049
49	2022	506047
50	2022	506073
51	2022	506078
52	2022	506055
53	2022	505773
54	2022	506057
55	2022	501682
56	2022	506049
57	2022	506066
58	2022	506062
59	2022	506068
60	2022	506070
61	2022	506056
62	2022	506065
63	2022	506058

64	2022	506099
65	2022	505780
66	2022	502700
67	2022	505781
68	2022	504758
69	2022	506063
70	2022	505569
71	2022	506067
72	2022	506061
73	2022	506064
74	2022	501686

This agenda item will declare the items as surplus.

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Allen Stephenson, Information Technology Director

DATE: August 25, 2026

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

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

CPU			
Inventory #	Manufacturer	Serial Number	Department
2946	Dell Latitude 5420 Rugged	JB2NTG2	
2948	Dell Latitude 5420 Rugged	J62NTG2	
3185	Dell Latitude 5420 Rugged	5YFZYX2	
3186	Dell Latitude 5420 Rugged	C0GZYX2	
1084	iPad Air 2 + Cellular	DLXNNCF7G5YL	
2621	iPad Pro 12.9 3rd Gen + Cellular	DLXYC1MFKC48	
2622	iPad Pro 12.9 3rd Gen + Cellular	DLXYD19PKC48	
2584	iPad 9.7 (2018) + Cellular	GG7XVJ82JF88	
2509	iPad Pro 11 + Cellular (2018)	DLXXN2V2KD8C	
2408	iPad Mini	F9FW31XEGHMN	
2416	iPad 9.7 (2018) + Cellular	DMPW5JX2JF88	
1082	iPad Air 2 + Cellular	DLXNND9WG5YL	
1044	iPad Air + Cellular	DMPLWH6AF4YF	
3264	iPad 10.2 9th Gen + Cellular	YQGT9CJGKC	
MISCELLANEOUS			
Quantity	Hardware Type	Serial Number	Department
1	HP Laserjet M102W	VND3B96043	Nhood

1	iPhone8	FFMX23KAJC68	Street
1	iPhone8	FFMZCYV2JC67	Street
1	HP Laserjet Pro400 M401dn	VNG4S06665	WRRF
1	Square Stand		
2	Dell S4048-ON Switches		
4	Box of Radio Misc		
4	Box of IT misc		



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

TO: Honorable Mayor and Council

FROM: Vaughn K. Sullivan, Assistant City Manager

DATE: August 25, 2026

SUBJECT: Discussion, consideration, and possible action declaring (1) Piano, (1) Cabinet, (4) Bookshelves, (2) Media Shelves, (2) End Tables, (3) Love Seats, as surplus and authorizing disposal by public auction, sealed bid or other means as necessary.

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

- (1) Yamaha piano
- (1) Brown Cabinet 21X36X71
- (4) Brown Bookshelves 12X30X71
- (2) Media Shelves
- (2) Wood and Stone tile End Tables
- (3) Black Love Seats

This agenda item will declare the items as surplus.

Vaughn K. Sullivan, Assistant City Manager



The City of Midwest City

NEIGHBORHOODS IN ACTION

1124 N. DOUGLAS BLVD. * MIDWEST CITY, OKLAHOMA,
73130 * (405) 736-1973 * FAX * (405) 869-9289

MEMORANDUM

Date: August 25, 2026

To: Honorable Mayor and City Council

From: Tom Bridgett, Neighborhoods in Action Coordinator

Subject: Discussion, consideration and possible action of 1) declaring the below listed items as obsolete, defective, or replaced; and 2) authorizing their disposal by public auction, sealed bid or other means as necessary.

- (1) 5' X 7' metal picnic table
- (84) metal folding chairs and chair rack
- (1) 3' X 6' metal industrial air hockey machine
- (8) boxes of K-5th grade educational reading books
- (1) standard Frigidaire gas stove Ser# 31643555
- (1) standard Whirlpool washing machine Ser# CU1972031
- (2) 2' X 5' wood desks

Tom Bridgett
Neighborhoods in Action Coordinator



DISCUSSION ITEMS



To: Honorable Mayor and Council

From: Matt Summers, Community Development Director

Date: August 25, 2026

Subject: (MP-35) Public hearing, discussion, consideration, and possible action to approve a Minor Plat for the property located at 111 Richards Avenue, Midwest City, Oklahoma. (Ward 3)

Executive Summary: The Applicant is requesting approval of a minor plat to subdivide one (1) existing residential lot into two (2) single-family residential lots.

The subject property is zoned R-6, Single-Family Detached Residential District, and is located within Kanaly's East Reno Ave. Addition, which was originally platted in 1949.

The property consists of approximately 0.39 acres and is currently undeveloped. The proposed minor plat would create two (2) approximately 8,400 square-foot lots for the future development of single-family homes. As part of the application, the applicant has opted to pay the fee in lieu of constructing the required sidewalk and half-street improvements.



Staff have completed their review and determined that the proposed minor plat satisfies the requirements of Chapter 38 of the Midwest City Municipal Code. The proposal is consistent with the applicable zoning requirements and subdivision regulations.

If approved, all future development on the properties will be required to comply with the development standards of the R-6 zoning district.

Both state and local notification requirements were met. At the time of this writing, no public comments or inquiries have been received 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- August 4, 2026

City Council- August 25, 2026

Date of Pre-Application Meeting: February 26, 2026

Date of Site Plan Review Team Meeting: July 8, 2026

Council Ward: Ward 3, Raymond Melton

Owner: Goicochea Olano Rentals LLC

Applicant: Silvia Goicochea Olano

Size: Contains an area of 0.39 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:	Vacant
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. 38-20.3 Minor plat requirements.

- (1) The proposed plat shall be for the subdivision of one (1) lot into five (5) or fewer lots.
- (2) No parcel of land shall have more than one (1) minor plat approved during any five-year period.
- (3) The proposed plat shall meet all zoning ordinance requirements.

- (4) The proposed plat shall meet all Subdivision Ordinance requirements (e.g., improvement of substandard streets, per subsection 38-42.3(b)(2)), or the applicant shall pay fee in-lieu.
- (5) Private wells and private wastewater treatment facilities that meet the current city health standards shall be considered adequate when existing public water and sewer lines are not within the required area for utility extension and connection as specified in this Code, and at the discretion of the city engineer.

Sec. 38-20.4. Application requirements.

- (a) *Same as a final plat.* The requirements for the submittal of a minor plat shall be the same as the requirements for a final plat, as outlined in section 38-19, Final plat.
- (b) *Preliminary plat not needed.* As stated in subsection 38-16.6(a)(2), a preliminary plat is not required when a minor plat is submitted.
- (c) *Application preparation.* An application

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.

2.7. – R-6, Single-Family Detached Residential District

2.7.1. *General Description.* The R-6, Single-Family Detached Residential District is intended for single-family residences on lots of not less than 6,000 square feet in size. This district is estimated to yield a maximum density of 5.1 gross units per acre (DUA).

History:

- 1. The property was platted as part of Kanaly's East Reno Ave. Addition in 1949.
- 2. The property was zoned R-6 with the adoption of the 2010 Zoning Map.

Next Steps:

If Council approves this minor plat, the applicant must obtain all required signatures and file with Oklahoma County, then provide the City with digital a copy of the filed plat.

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 six (6) inch line runs along the east side of 111 North Richards Avenue. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There is a public sewer main bordering the proposed parcels, an eight (8) inch line runs along the east side of 111 North Richards Avenue. Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the area of request exists off of North Richards Avenue. Public road and sidewalk improvements are required as part of this application and will be constructed or a fee in lieu of will be paid prior to filing the minor plat.

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:

Midwest City Ordinance Section 15-22 – (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.

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 associated NFPA Standards as applicable.

Planning Division:

Staff met with the applicant for a pre-application meeting on February 26, 2026. A Site Plan Review Team meeting was subsequently held on July 8, 2026, with representatives from the Community Development and Engineering Departments in attendance.

The subject property consists of approximately 0.39 acres and is currently vacant. The proposed minor plat would subdivide the property into two (2) equal residential lots, each containing approximately 0.193 acres (8,407 square feet), for the future development of single-family homes. Both proposed lots meet the minimum

lot area, frontage, and other applicable dimensional requirements of the R-6 Single-Family Detached Residential District as established in Section 3.2 of the Zoning Regulations.

Sidewalks do not currently exist along the property's frontage on N. Richards Avenue. Pursuant to Section 38-47 of the Subdivision Regulations, sidewalks are required with development unless the applicant elects to pay a fee in lieu of construction. The applicant has indicated their intent to pay the applicable fee in lieu of constructing sidewalks and making half-street improvements along the property's frontage. Any future development of the lots will be required to comply with all applicable zoning and development regulations.

The Planning Commission unanimously recommended approval of this minor plat.

Action is at the discretion of the Council.

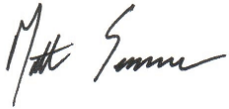
Action Required:

Approve or reject the Minor Plat for the property noted herein, subject to staff comments as found in the August 25, 2026, City Council agenda packet and made part of the MP-35 file.

Suggested Motion:

"To approve the Minor Plat for the property noted herein, subject to staff comments found in the August 25, 2026, City Council agenda packet and made part of the MP-35 file."

Please feel free to contact my office at (405) 739-1220 with any questions.

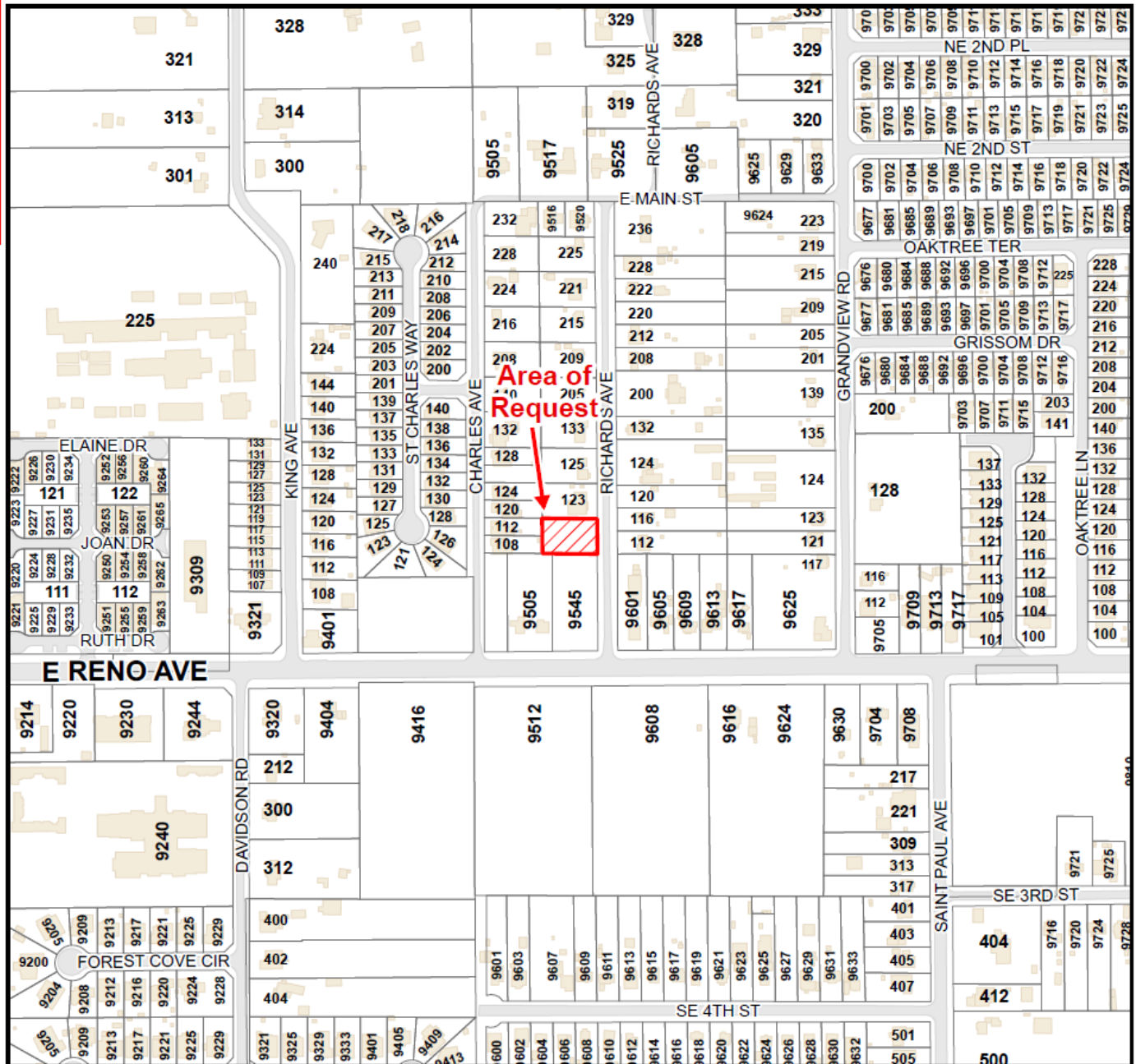
A handwritten signature in black ink, appearing to read "Matt Summers".

Matt Summers, AICP

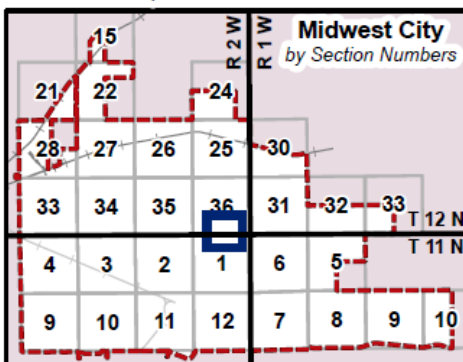
Community Development Director



GIS - Information Technology/ Planning & Zoning



Locator Map



General Map Legend

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

GENERAL MAP FOR MP-35 (SE/4, Sec. 36, T12N, R2W)

N 0 390 780 Feet

On 8.5" x 11" paper 1 inch equals 400 feet

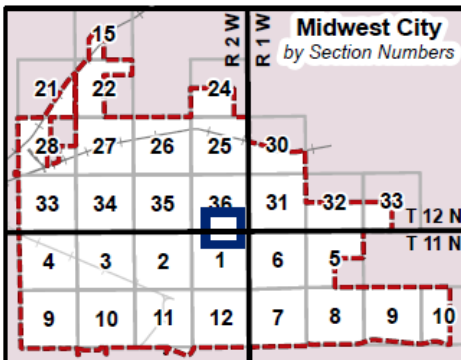
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GIS - Information Technology/ Planning & Zoning



Locator Map



Current Zoning Legend

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

ZONING MAP FOR MP-35 (SE/4, Sec. 36, T12N, R2W)



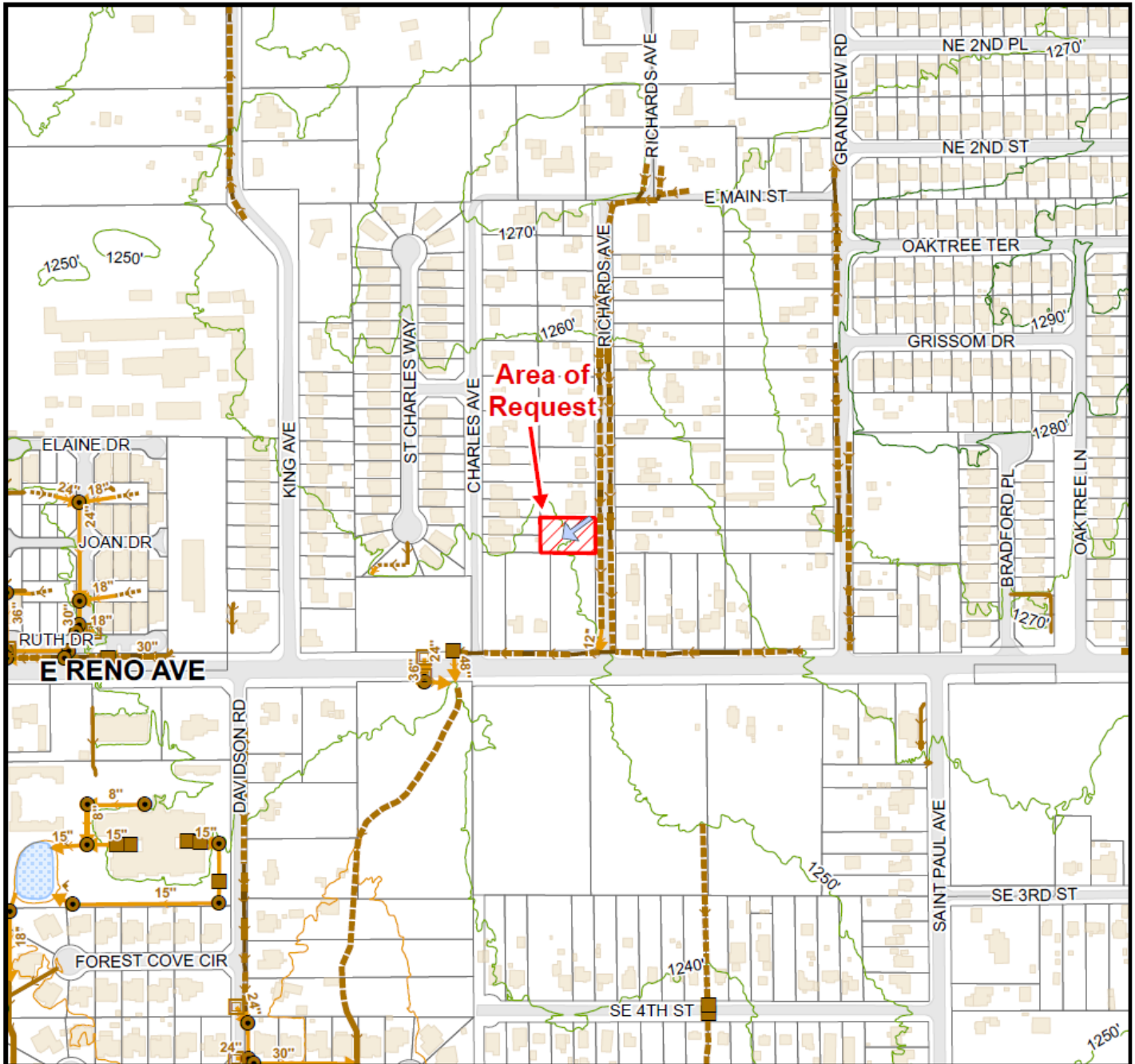
0 390 780 Feet

On 8.5" x 11" paper 1 inch equals 400 feet

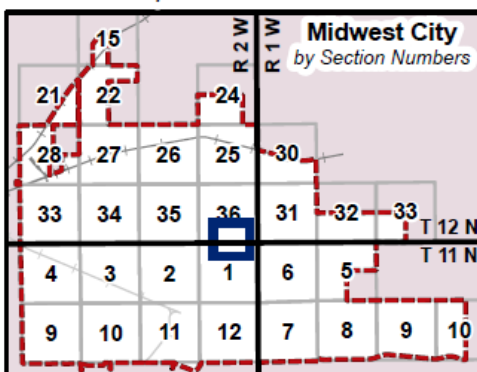
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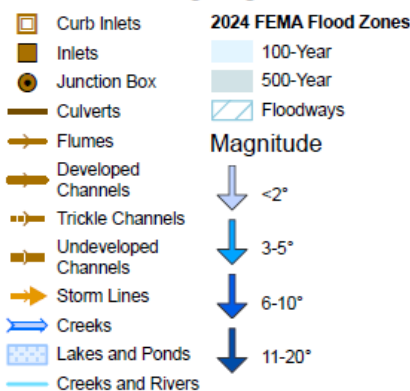
GIS - Information Technology/ Planning & Zoning



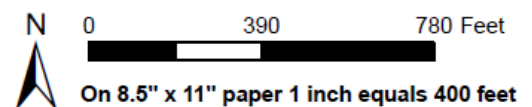
Locator Map



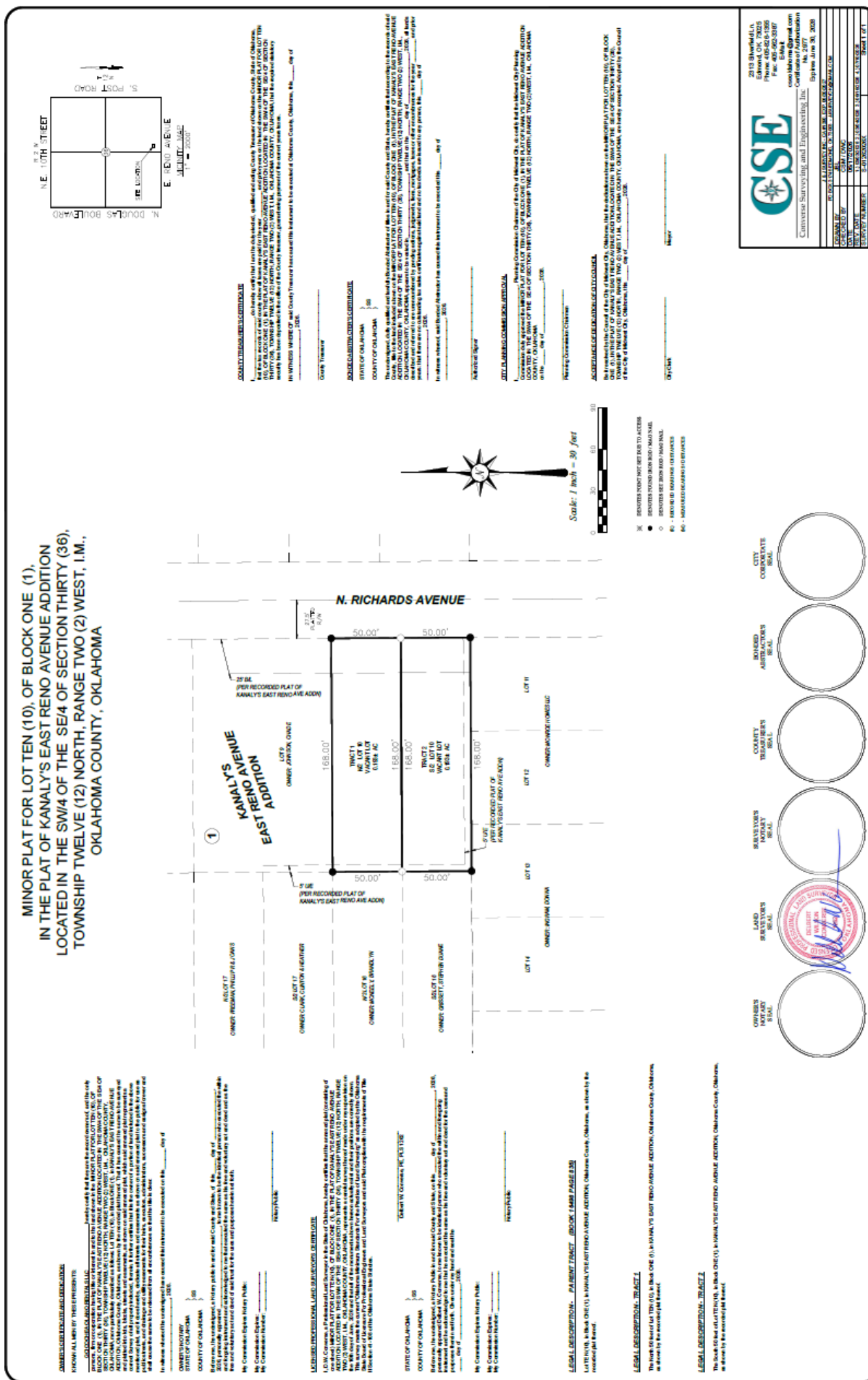
Drainage Legend



DRAINAGE MAP FOR MP-35 (SE/4, Sec. 36, T12N, R2W)



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To: Honorable Mayor and Council

From: Matt Summers, Community Development Director

Date: July 28, 2026 / August 25, 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.

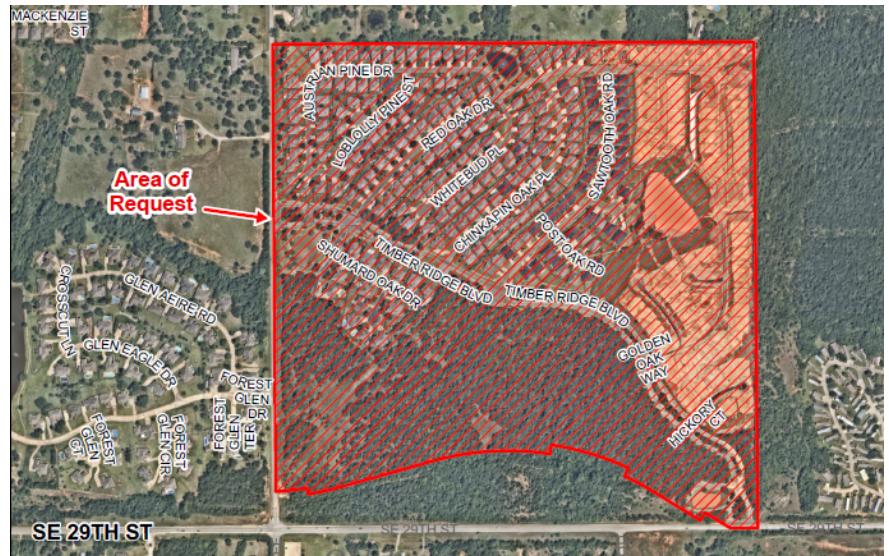
All previously adopted iterations of the PUD stated the Developer would provide: “a pool, clubhouse, nature park, and playground equipment located near the 2.5-acre lake.”

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 combustile 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.

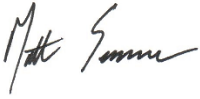
Action Required:

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.”

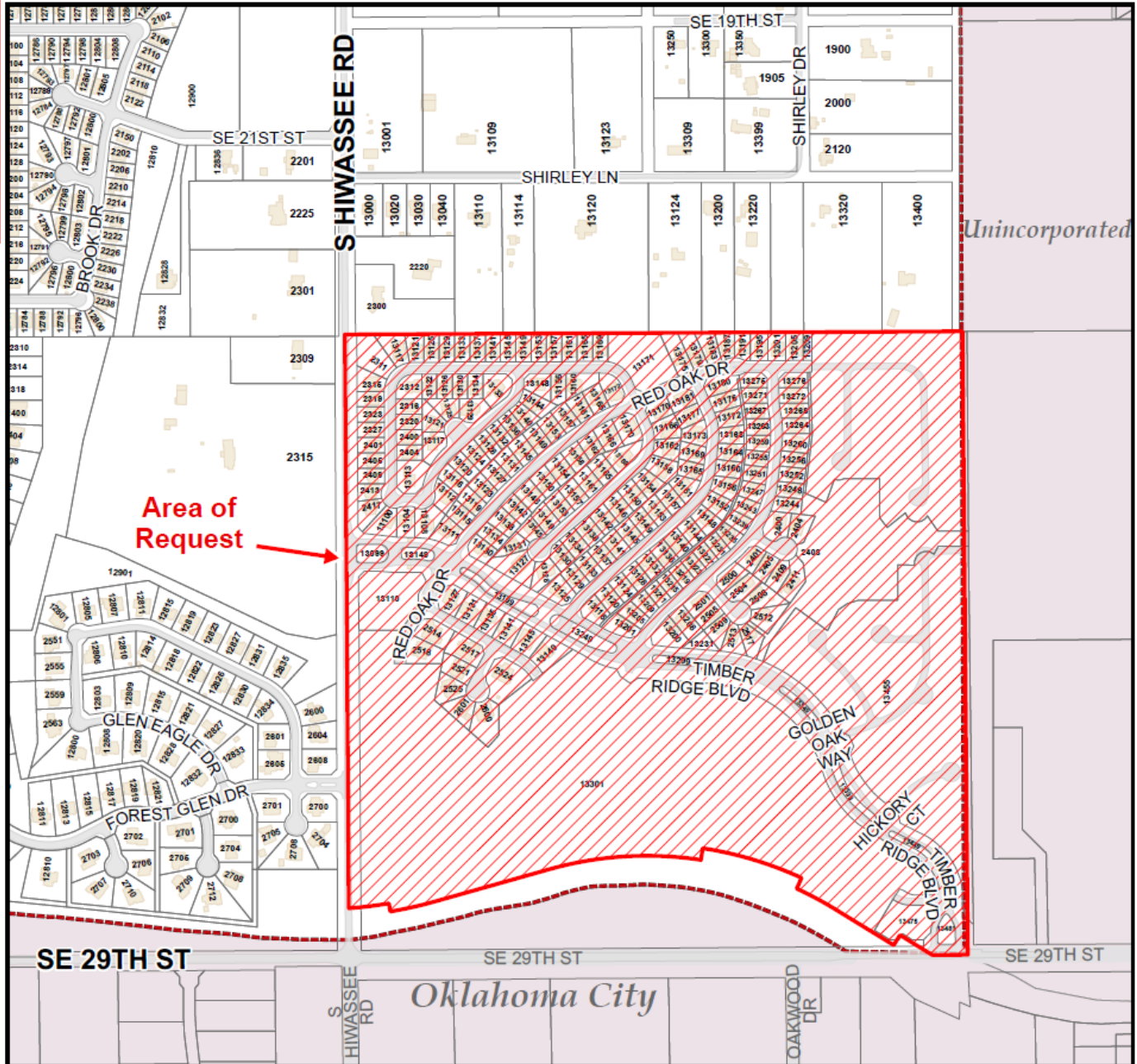
Please feel free to contact the Community Development Department at (405) 739-1228 with any questions.

A handwritten signature in black ink, appearing to read "Matt Summers". The signature is stylized with a large "M" and a long, sweeping underline.

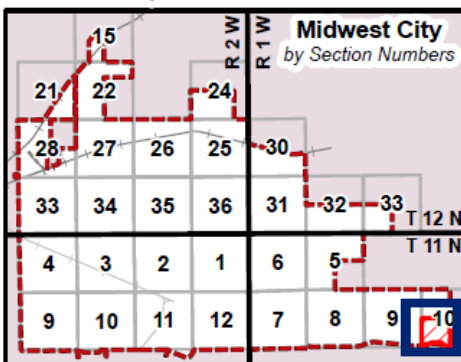
Matt Summers, AICP
Community Development Director



GIS - Information Technology/ Planning & Zoning



Locator Map



General Map Legend

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

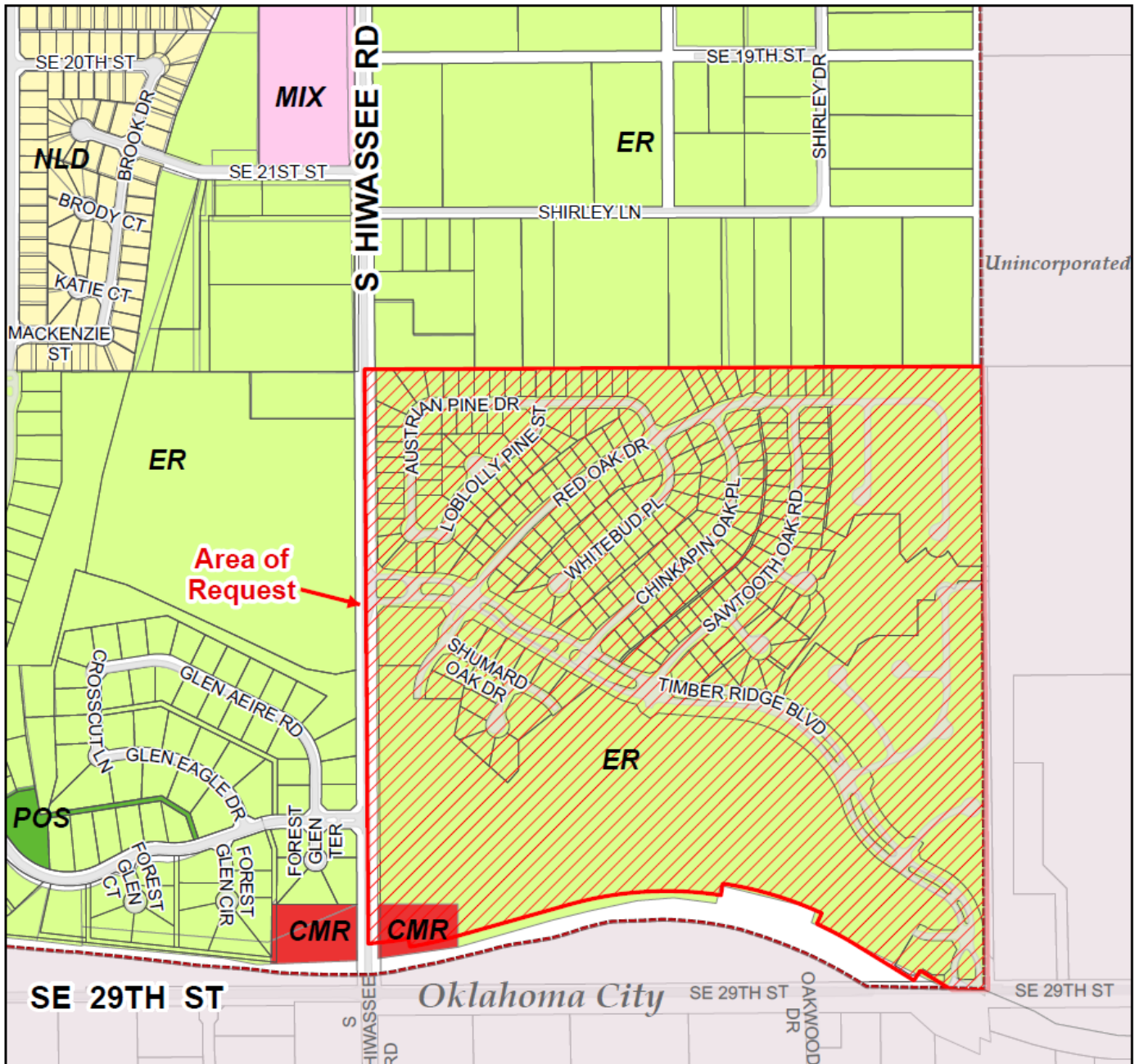
GENERAL MAP FOR PC-2249 (SW/4, Sec. 10, T11N, R1W)



0 570 1,140 Feet

On 8.5" x 11" paper 1 inch equals 600 feet

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Midwest City
by Section Numbers

21	22	24	
28	27	26	25
33	34	35	36
4	3	2	1
9	10	11	12

Section 10 is highlighted with a blue box.

 Estate Residential
 Neighborhood Low Density
 Neighborhood Med to High Density
 Mixed Use
 Local Commercial
 Regional Commercial
 Industrial
 Public/Semi-Public
 Parks/Open Space
 SpecialPlanningAreas2026

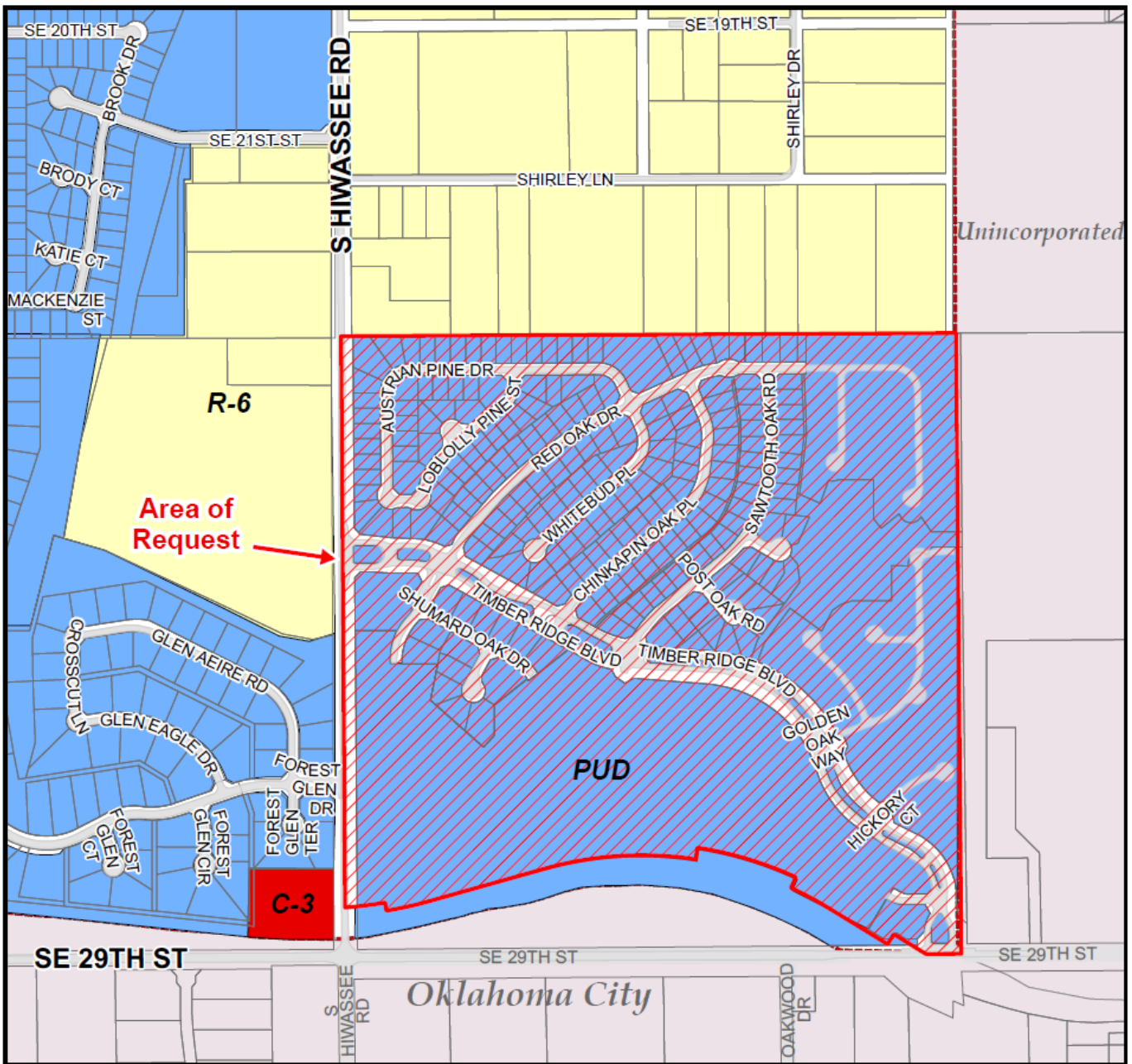
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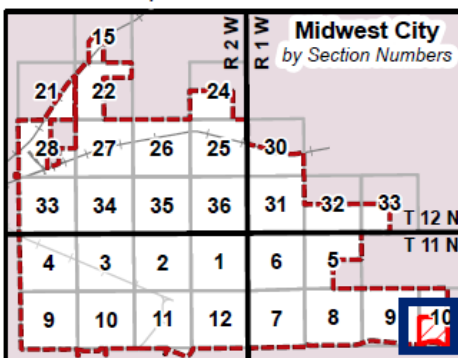
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GIS - Information Technology/ Planning & Zoning



Locator Map



Current Zoning Legend

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

ZONING MAP FOR PC-2249 (SW/4, Sec. 10, T11N, R1W)



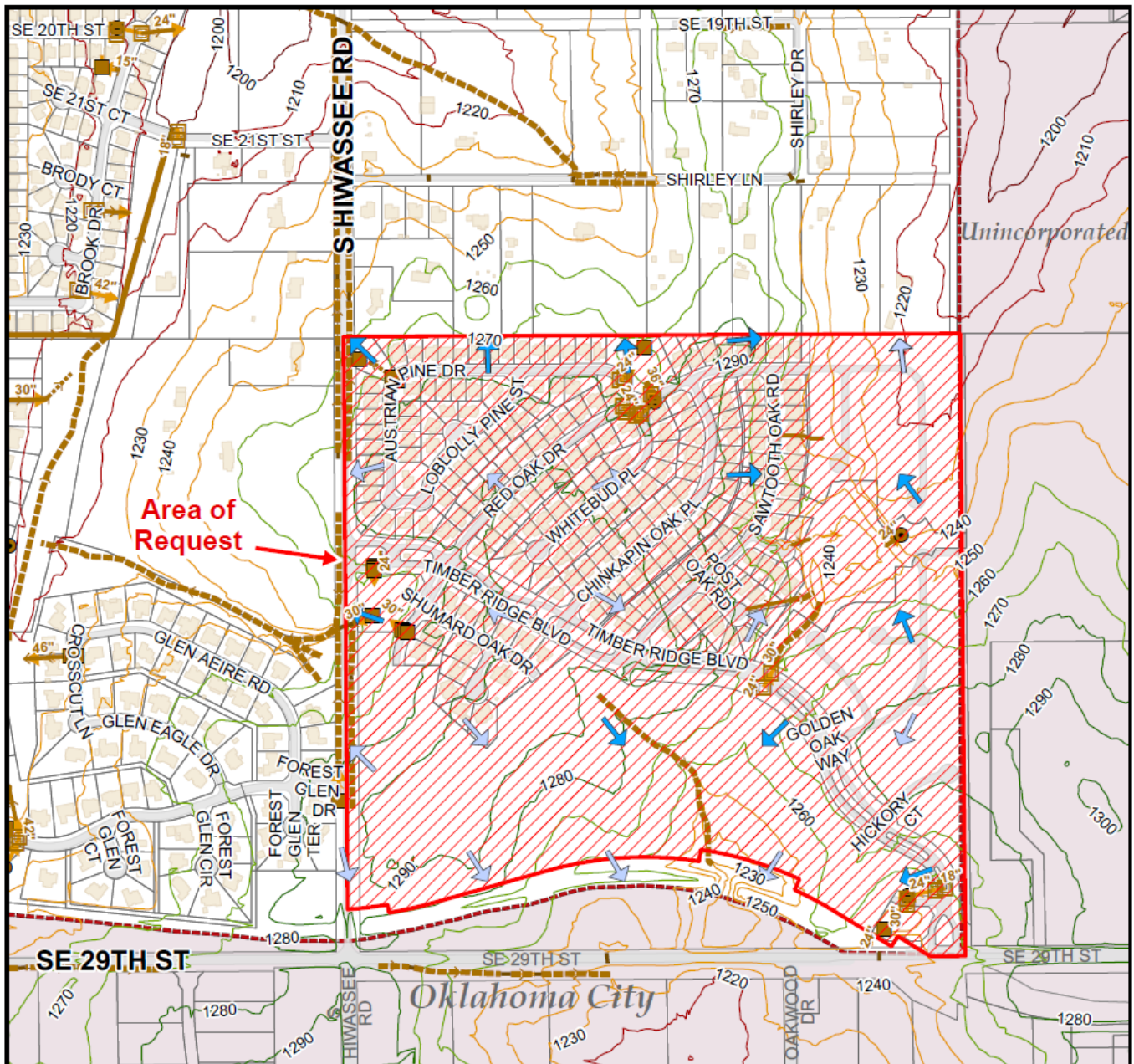
0 570 1,140 Feet

On 8.5" x 11" paper 1 inch equals 600 feet

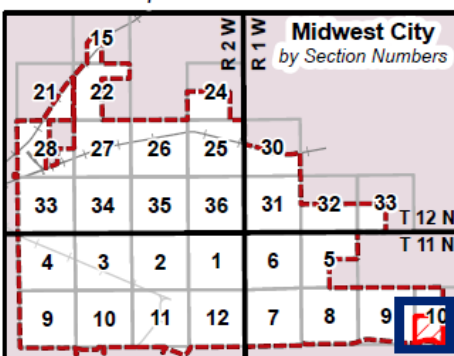
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GIS - Information Technology/ Planning & Zoning

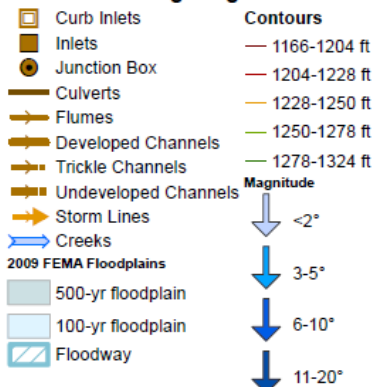


Locator Map



Created on June 03, 2026 using ArcPY script - PC-2249

Drainage Legend



DRAINAGE MAP FOR PC-2249 (SE/4, Sec 6, T11N, R1W)

0 570 1,140 Feet

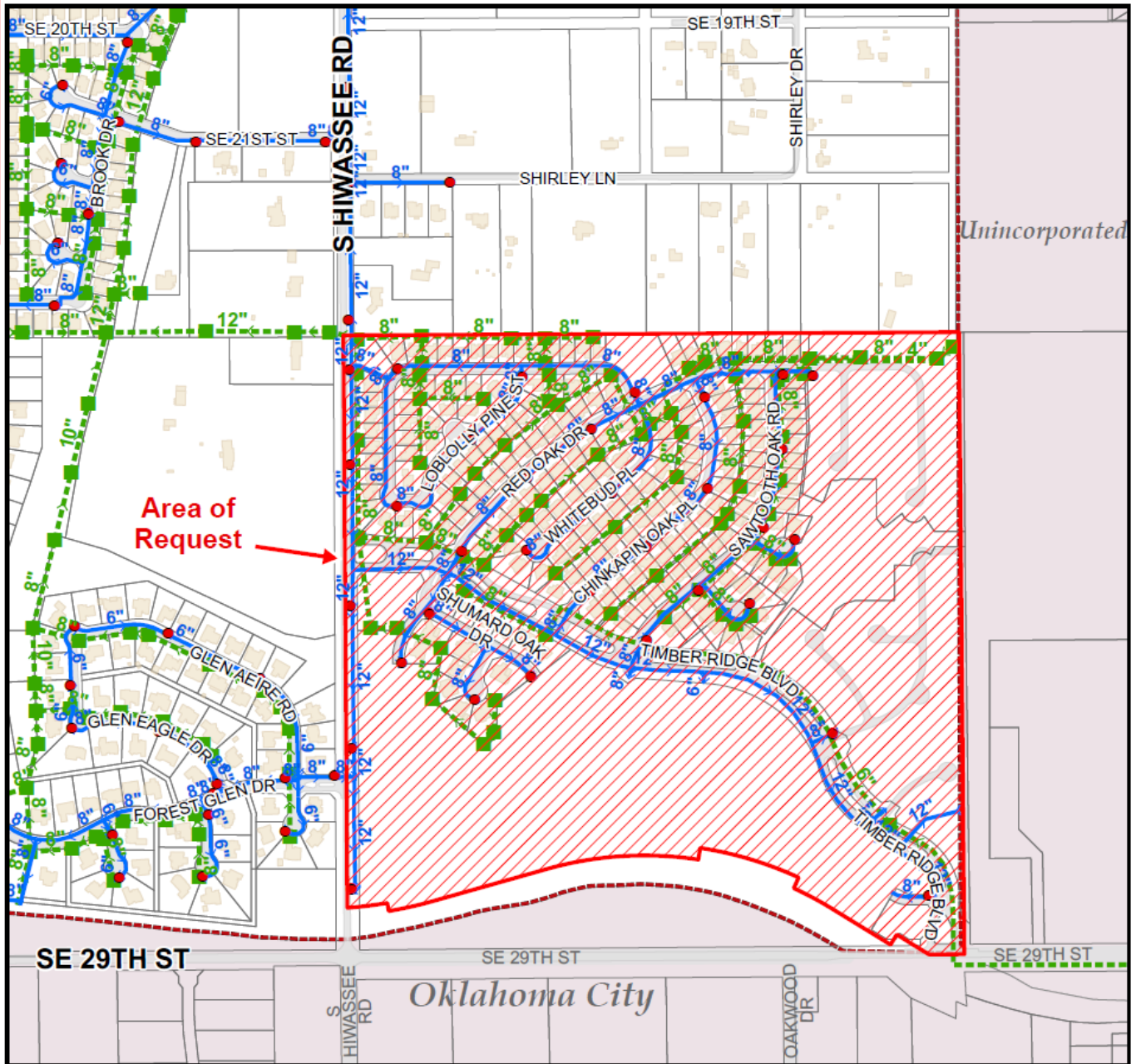


On 8.5" x 11" paper 1 inch equals 600 feet

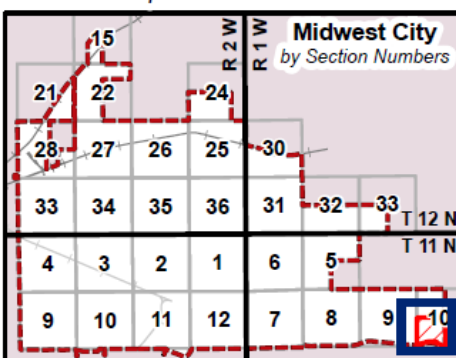
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GIS - Information Technology/ Planning & Zoning



Locator Map



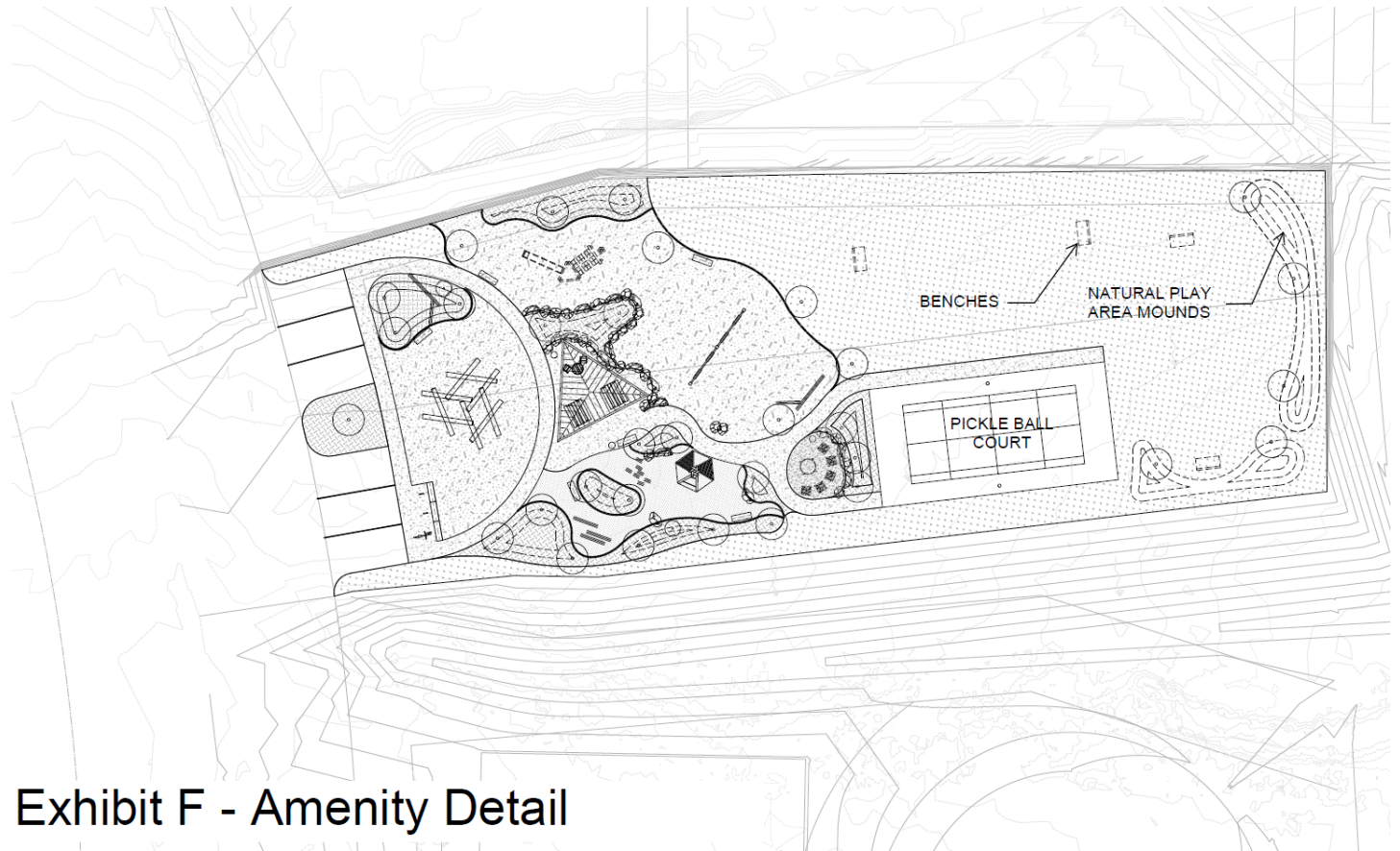
Water/Sewer Legend

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

WATER SEWER MAP FOR 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

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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



1 **PC-2249**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE TO PUD, PLANNED UNIT DEVELOPMENT,**
5 **AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO**
6 **REFLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT;**
7 **AND PROVIDING FOR REPEALER AND SEVERABILITY**

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

9 **ORDINANCE**

10 SECTION 1. That the zoning district of the following described property is hereby reclassified
11 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 prop-
erty’s zoning district as specified in this ordinance:

12 See Exhibit “A”

13 SECTION 2. That the PUD master plan is adopted for the property described by the legal
14 description in Section 1. The master plan consists of both a Design Statement and a Master
15 Development Plan Map. The master plan is included in this ordinance as Exhibit B. Any modifi-
cations, revisions, or expirations of the PUD master plan will be handled in accordance with Ap-
pendix A of the Midwest City Municipal Code.

16 SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are
17 hereby repealed.

18 SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is
19 for any reason held to be invalid, such decision shall not affect the validity of the remaining por-
tions of the ordinance.

20 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Oklahoma,
21 on the _____ day of _____, 2026.

22 **THE CITY OF MIDWEST CITY, OKLA-**
23 **HOMA**

24 _____
25 **RICHARD R. RICE, Mayor**

26 **ATTEST:**

27 _____
28 **SARA HANCOCK, City Clerk**

29 **APPROVED** as to form and legality this _____ day of _____, 2026.

30 _____
31 _____
32 _____
33 **DONALD MAISCH, City Attorney**

EXHIBIT "A"
LEGAL DESCRIPTION

A part of the SW $\frac{1}{4}$ 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 $\frac{1}{4}$;
THENCE North $00^{\circ}04'20''$ West along the West line thereof a distance of 212.20 feet to the POINT OF BEGINNING;
THENCE North $00^{\circ}04'20''$ West along said West line a distance of 2433.07 feet to the NW corner of said SW $\frac{1}{4}$;
THENCE South $89^{\circ}57'43''$ East along the North line thereof a distance of 2619.71 feet to the NE corner of the said SW $\frac{1}{4}$;
THENCE South $00^{\circ}09'05''$ East along the East line thereof a distance of 2643.53 feet to the SE corner of the said SW $\frac{1}{4}$;
THENCE North $90^{\circ}00'00''$ West along the South line thereof a distance of 150.49 feet;
THENCE North $58^{\circ}08'58''$ West a distance of 160.97 feet;
THENCE South $31^{\circ}51'02''$ West a distance of 50.00 feet;
THENCE North $58^{\circ}08'58''$ 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 $61^{\circ}30'02''$ West;
THENCE North $25^{\circ}00'37''$ 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 $72^{\circ}59'17''$ West;
THENCE South $09^{\circ}00'49''$ 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 $86^{\circ}48'30''$ West;
THENCE South $74^{\circ}36'10''$ 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 $77^{\circ}38'18''$ West;
THENCE North $09^{\circ}21'00''$ 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 $83^{\circ}19'21''$ 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



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 the 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 ft +	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 intact.

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 this 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 $\frac{1}{4}$ 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 $\frac{1}{4}$;
THENCE North $00^{\circ}04'20''$ West along the West line thereof a distance of 212.20 feet to the POINT OF BEGINNING;
THENCE North $00^{\circ}04'20''$ West along said West line a distance of 2433.07 feet to the NW corner of said SW $\frac{1}{4}$;
THENCE South $89^{\circ}57'43''$ East along the North line thereof a distance of 2619.71 feet to the NE corner of the said SW $\frac{1}{4}$;
THENCE South $00^{\circ}09'05''$ East along the East line thereof a distance of 2643.53 feet to the SE corner of the said SW $\frac{1}{4}$;
THENCE North $90^{\circ}00'00''$ West along the South line thereof a distance of 150.49 feet;
THENCE North $58^{\circ}08'58''$ West a distance of 160.97 feet;
THENCE South $31^{\circ}51'02''$ West a distance of 50.00 feet;
THENCE North $58^{\circ}08'58''$ 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 $61^{\circ}30'02''$ West;
THENCE North $25^{\circ}00'37''$ 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 $72^{\circ}59'17''$ West;
THENCE South $09^{\circ}00'49''$ 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 $86^{\circ}48'30''$ West;
THENCE South $74^{\circ}36'10''$ 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 $77^{\circ}38'18''$ West;
THENCE North $09^{\circ}21'00''$ 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 $83^{\circ}19'21''$ West to the POINT OF BEGINNING;

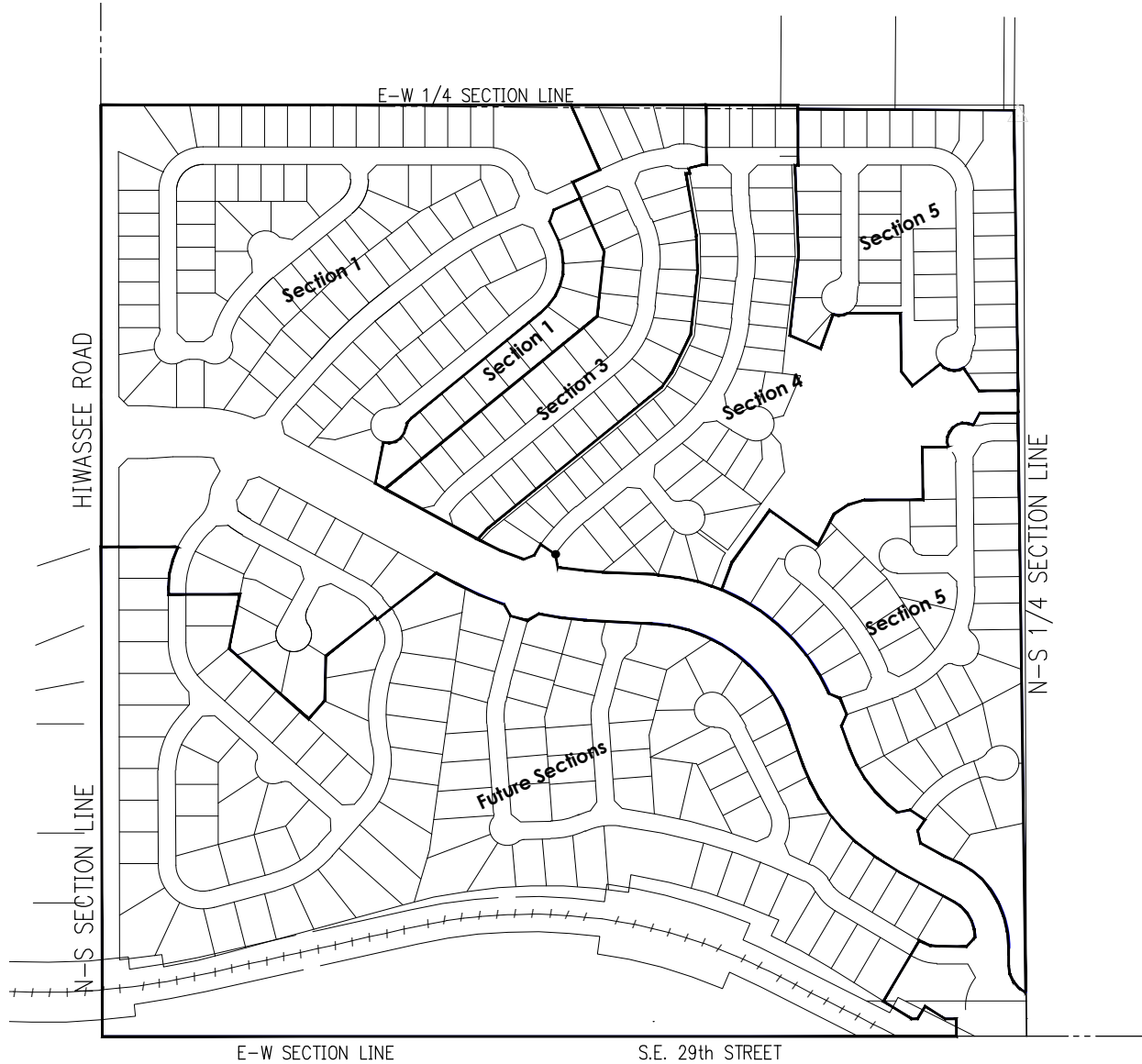
Containing 6194971.95 square feet or 142.22 acres, more or less.

EXHIBIT 'B'

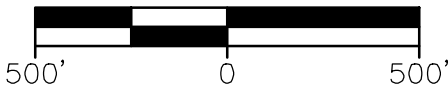
MASTER DEVELOPMENT PLAN

FOR

TimberRidge Pointe



GRAPHIC SCALE IN FEET



MASTER DEVELOPMENT PLAN - TimberRidge Pointe



Crafton Tull
architecture | engineering | surveying

405.787.6270 | 405.787.6276 f
www.craftontull.com

CERTIFICATE OF AUTHORIZATION:
CA 973 (PE/LS) EXPIRES 6/30/2026

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099

SHEET NO.: 1 of 1
DATE: 06/02/26
PROJECT NO.: 21604300

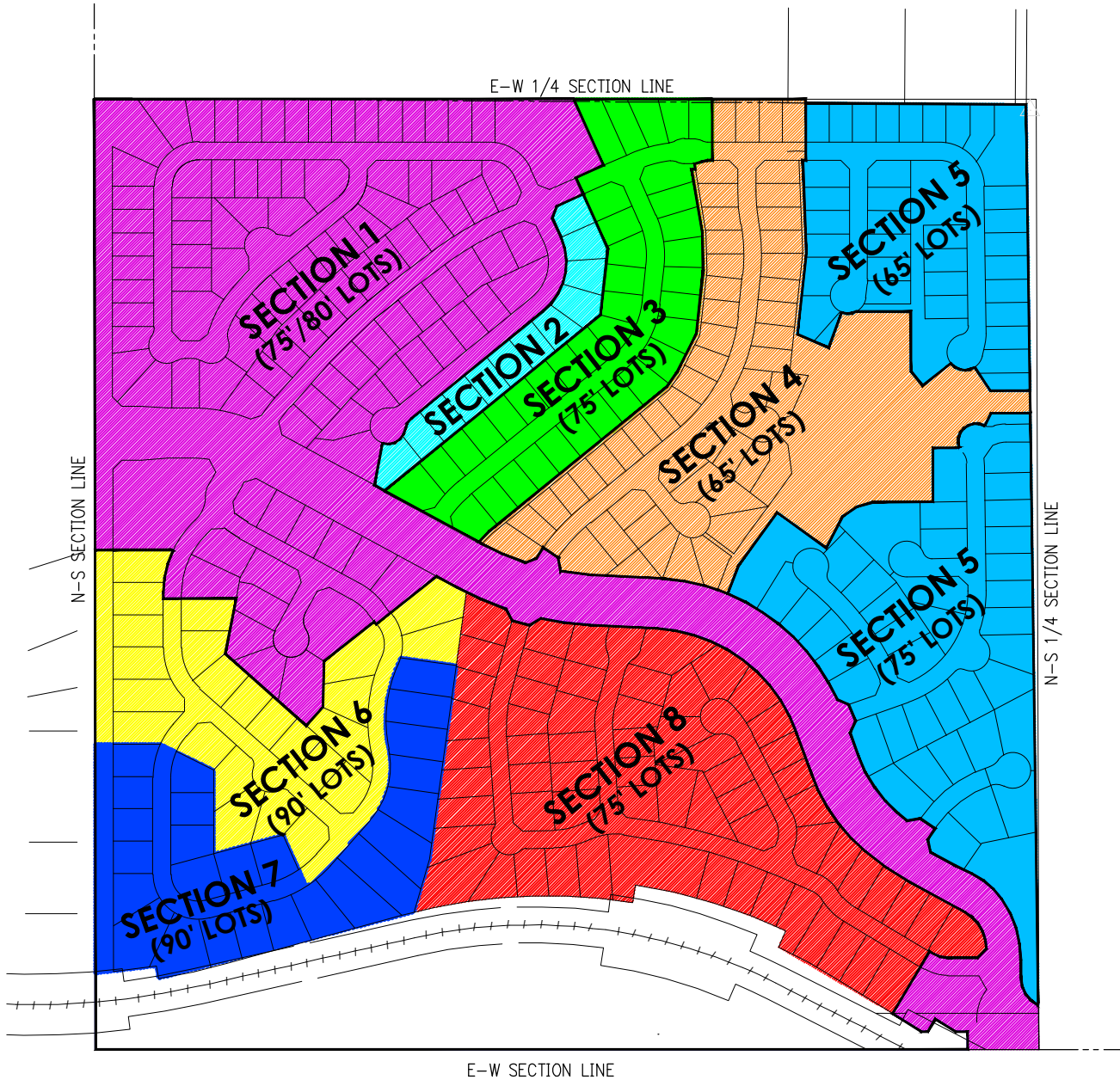
EXHIBIT 'C'

DEVELOPMENT SEQUENCE

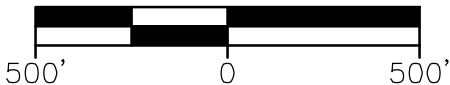
FOR

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



LOT DIMENSION TABLE

SECTION	LOT SIZE
2	80' LOTS

DEVELOPMENT SEQUENCE - TimberRidge Pointe

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099



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CERTIFICATE OF AUTHORIZATION:
CA-973 (PE/LS) EXPIRES 6/30/2026

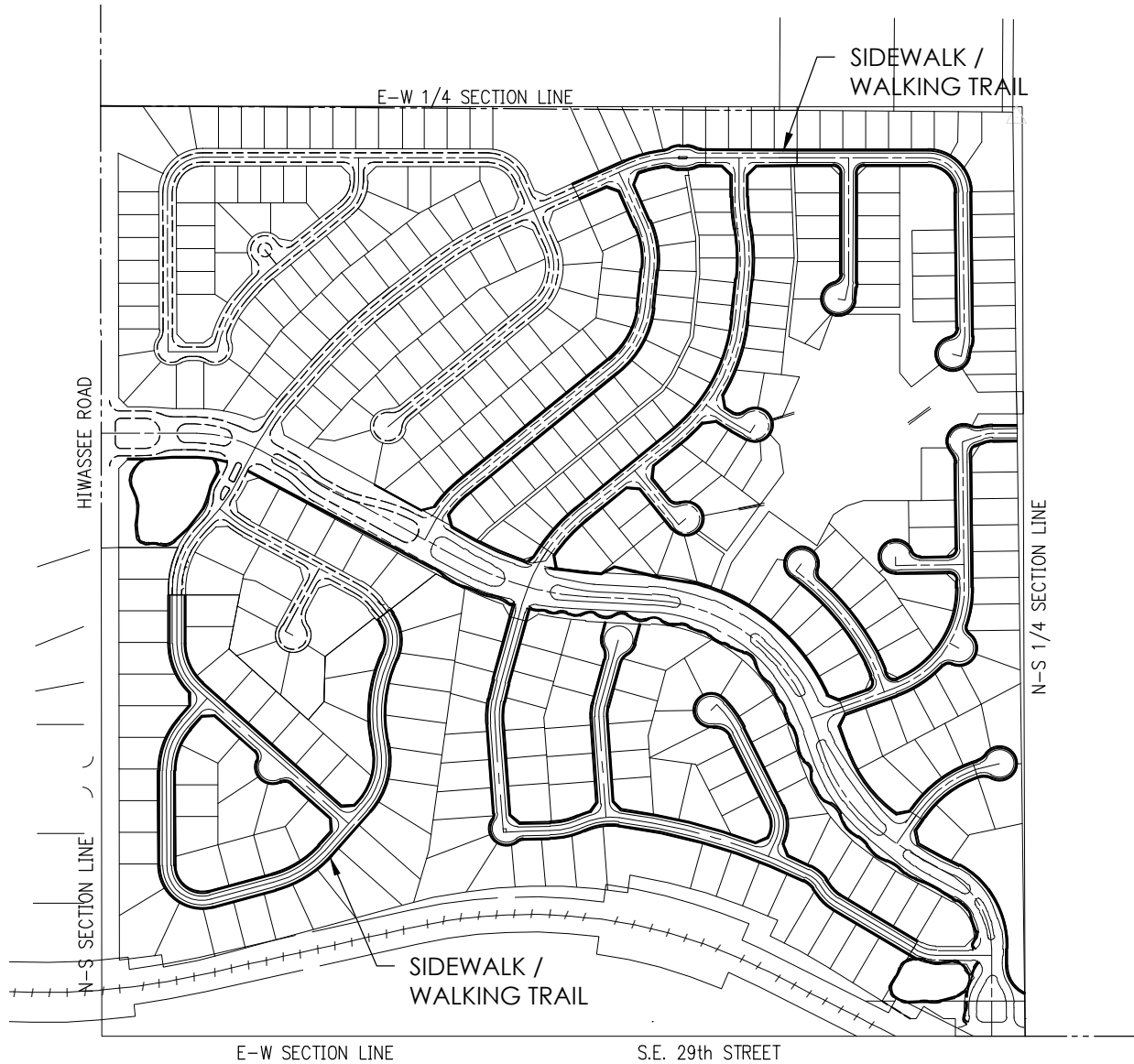
SHEET NO.: 1 of 1
DATE: 06/02/26
PROJECT NO.: 21604300

EXHIBIT 'D'

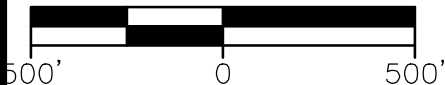
SIDEWALK & WALKING TRAIL PLAN

FOR

TimberRidge Pointe



GRAPHIC SCALE IN FEET



SIDEWALK & WALKING TRAIN PLAN - TimberRidge Pointe

300 Pointe Parkway Blvd.
Yukon, Oklahoma 73099



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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

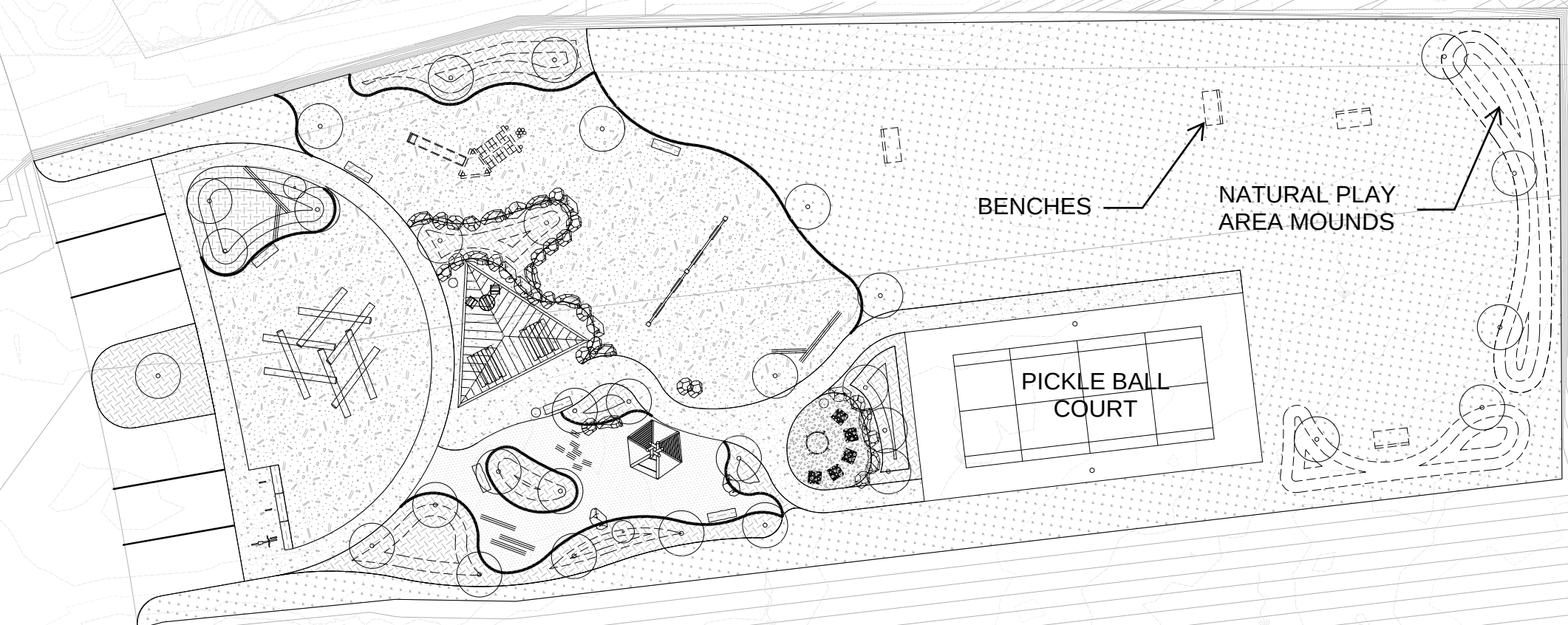


Exhibit F - Amenity Detail

TIMBER RIDGE POINTE - NATURAL PLAY AREA / PICKLE BALL CONCEPT

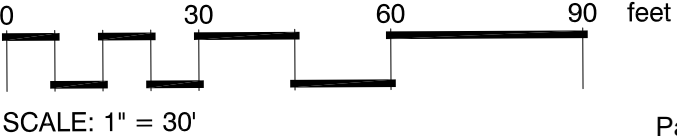


Exhibit F - Amenity Detail

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

SEE ADDITIONAL
NATURAL PLAY AREA
/ PICKLE BALL
CONCEPT FOR
DETAILS



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



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

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.

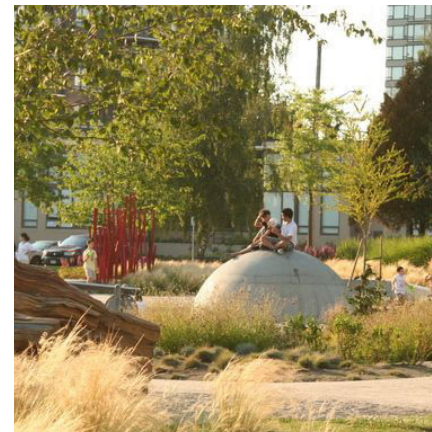
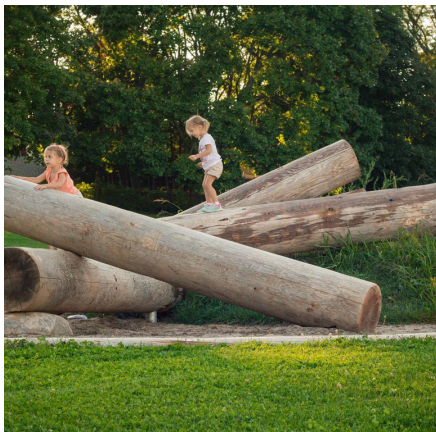


Exhibit F - Amenity Detail



**TIMBER RIDGE -
Community & Natural Play
Area**

MATERIALS REVIEW

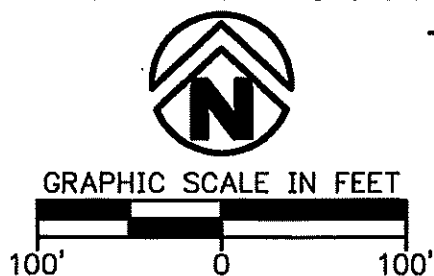
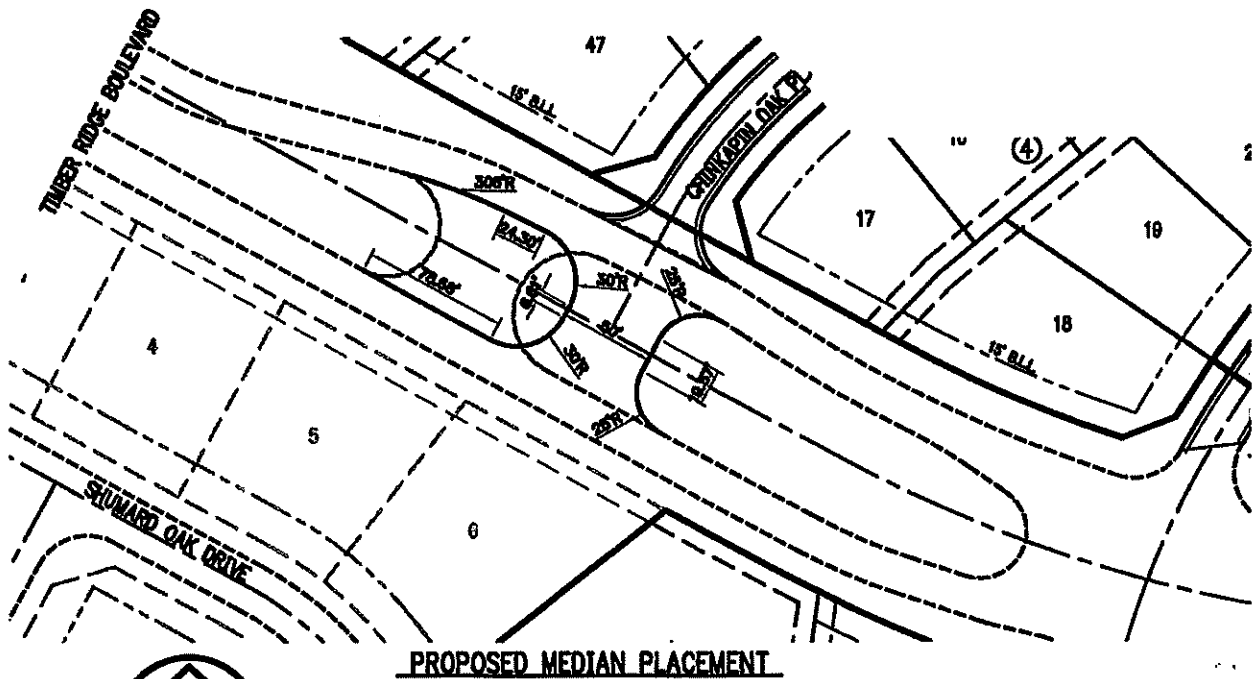
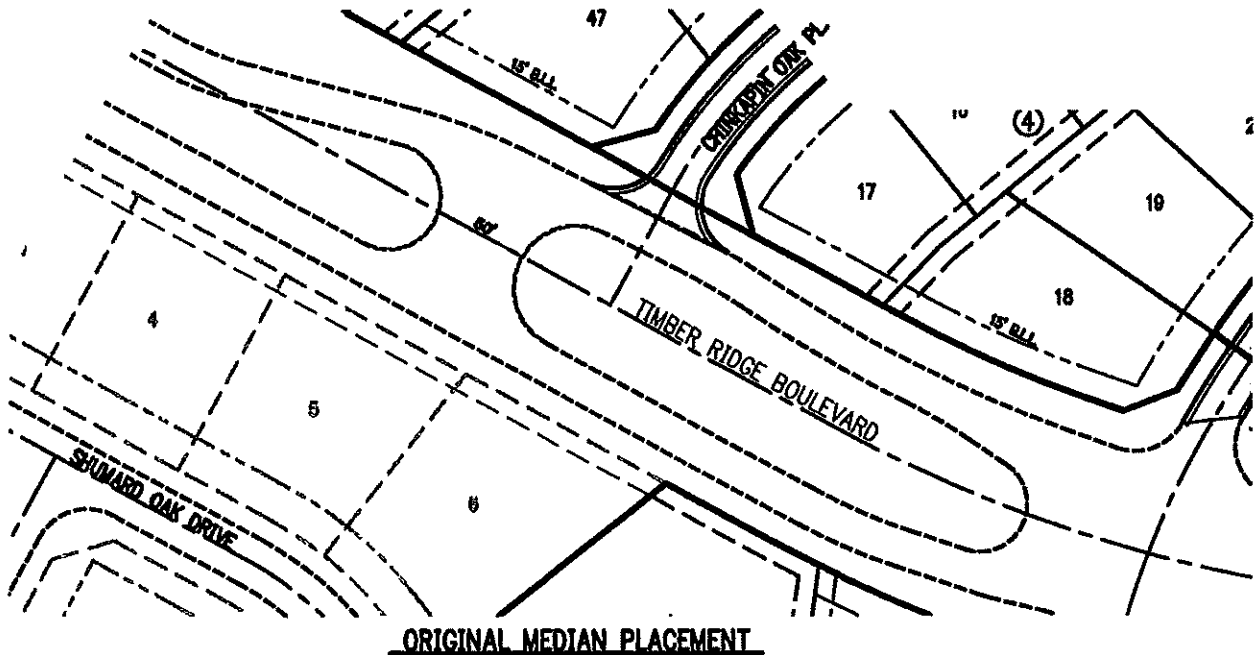


EXHIBIT 'G'

MEDIAN REMOVAL AND REPLACEMENT

FOR

TimberRidge Pointe



Crafton Tull Sparks

235 N. MacArthur, Suite 200
Oklahoma City, OK 73127
405.787.6270 FAX: 405.787.6276
www.craftontulsparks.com

architecture|engineering

CA 973 (PE/LS) EXPIRES 6/30/2008

To: Honorable Mayor and Council

From: Matt Summers, Community Development Director

Date: August 25, 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)

Executive Summary: The Applicant is requesting to rezone the subject property to Planned Unit Development (“PUD”) with an underlying Medium Density Residential (“R-MD”) zoning designation.

The subject property consists of approximately 39 acres of vacant land that is currently zoned R-6.

The proposed PUD includes up to 165 single-family residences with the development having primary access from S. Westminster Road. As part of the request, the applicant proposes modifications to development regulations while providing enhanced neighborhood amenities beyond those typically required for a residential subdivision.

The development standards requested include:

- Minimum Lot Size: 5,000 sq ft
- Masonry Requirements: 70% masonry / 30% EIFS
- Driveway Design: Removal of “J” driveway requirement
- Setbacks: 20 ft front / 5 ft side / 10 ft rear



Six common areas are proposed, including two areas designated for amenities. One area will include a neighborhood park with playground equipment, and the other will include either a basketball or pickleball court. Any development standards not specifically modified within the PUD Master Design Statement shall comply with the requirements of the underlying R-MD zoning district.

Both state and local notification requirements have been met. At the time of this writing, staff received two (2) phones call inquiring about the nature of the application.

The applicant was present at the Planning Commission meeting, and a representative provided information regarding the proposed PUD. Two (2) members of the public addressed the Commission in opposition to the request. The applicant proposed increasing the masonry standard in the PUD from 70% to 80%. Following the public hearing and discussion, the Planning Commission voted 6-0 to recommend denial of the application, with one member abstaining.

Action is at the discretion of the Council.

Dates of Hearing:

Planning Commission- August 4, 2026

City Council- August 25, 2026

Date of Pre-Application Meeting: April 8, 2026

Date of the Site Plan Review Meeting: May 28, 2026

Council Ward: Ward 6, Rick Favors

Owner: CJAL, LLC

Applicant: Chris Hopps (CJAL, LLC)

Proposed Use: Planned Unit Development (“PUD”)

Size: 39.14 acres more or less

Development Proposed by Comprehensive Plan:

Area of Request:	Neighborhood Low Density
North:	Local Commercial
South:	Neighborhood Low Density
East:	Neighborhood Medium to High Density
West:	Neighborhood Low Density and Public/Semi-Public

Zoning Districts:

Area of Request:	R-6
North:	PUD
South:	R-6
East:	PUD
West:	A-1 and R-6

Land Use:

Area of Request:	Vacant
North:	Vacant
South:	Single-Family Residences
East:	Vacant
West:	Water Plant and Windsong Residential Addition

Comprehensive Plan Citation:

The future land use designation for the subject property is Neighborhood Low Density.

This use refers to single-family detached residential structures. These areas are solely designated for residential purposes and do not include nonresidential uses, except for parks and recreation facilities supporting the area. Lot sizes in low density development will range from 6,000 to 12,000 square feet. While various lot sizes may be used, development density should fall between two to six dwelling units per acre.

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 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.

2.25.4. *Criteria for Planned Unit Development (PUD) Review and Approval.* Because the PUD provides the opportunity for higher densities, greater design flexibility, mixed land uses, and improved marketability, the applicant should be prepared to provide amenities and services that might not be required or possible in a conventional development.

2.25.4(C)(2) *Amenities.* Amenities should be considered as an important justification for development and city approval of a PUD.

2.9. – R-MD, Medium Density 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 property was zoned R-6 with the adoption of the 2010 Zoning Map.

Next Steps:

If the City Council approves the rezoning request, the applicant or any subsequent property owner may proceed with scheduling a pre-application meeting for the preliminary plat.

Staff Comments-

There are numerous construction requirement references made in the Engineering, Fire Marshal, and Public Works portions of this report. The intent of the Municipal Code is to directly involve the applicant in continued community development activities such as extending public sewer and water and making street improvements, for example. This is a rezoning application, and the construction references are provided to make the applicant and subsequent developers of this property aware of their applicability as they relate to the future development or redevelopment of this property.

Engineering Staff Comments:

Note: No engineering improvements are required with this application.

Water Supply and Distribution

There are public water mains bordering the proposed PUD, twenty-four (24) inch lines run along the west side of Westminster Road, the west side of the parcel, and the south side of the parcel. The applicant is proposing public water main extensions throughout the development serving all of the proposed lots within the PUD. Any new building permit will require tying to the public water system as outlined in Municipal Code 43-32.

Sanitary Sewerage Collection and Disposal

There is an eight (8) inch public sanitary sewer main located along the east side of Westminster Road. The applicant is proposing public sewer main extensions throughout the development serving all of the proposed lots within the PUD.

Any new building permit will require tying into the public sewer system as outlined in Municipal Code 43-109.

Streets and Sidewalks

Access to the parcel is from Westminster Road. Westminster Road is classified as a secondary arterial in the 2025 Comprehensive Plan.

Any new building permit will require sidewalk as outlined in Municipal Code 37-67.

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, all required improvements 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 would be required with this application.

Fire Marshal's Comments:

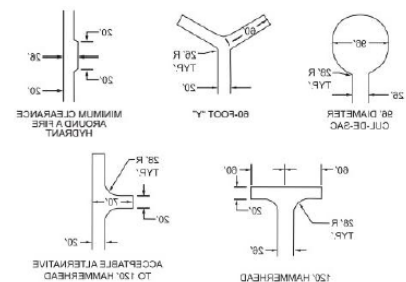
Fire Department / Emergency Access Roads

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)

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.



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.

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 combustile 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.

Planning Division:

Staff met with the applicant on April 8, 2026, for a pre-application meeting. A subsequent Site Plan Review Team meeting was held on May 28, 2026, with representatives from Engineering, Community Development, and Fire present.

The subject property consists of approximately 39 acres of undeveloped land currently zoned R-6. The proposed PUD will have an underlying zoning designation of R-MD; however, the Master Design Statement prohibits duplexes, townhomes, and multifamily residential uses.

The applicant requests approval of a phased single-family residential development through the PUD. The Master Design Statement establishes alternative development standards and proposes enhanced amenities in support of the request.

Specifically, the applicant is requesting relief from the following provisions of the Municipal Code:

- Appendix A Section 3 Table 3.2-1 – Minimum Lot Size
- Appendix A Section 5.12.1(A) — Masonry Requirements for Residential Uses.
- Appendix A Section 5.15.1(B)(1) — Driveway Design
- Appendix A Section 3 Table 3.2-1 – Minimum Front, Side, and Rear Setbacks
- Appendix A Section 2.5.4.(C)(2) — Amenities

If approved, development of the property would be governed by the standards established within the PUD Master Design Statement. Any standards not specifically addressed would remain subject to the subdivision and zoning regulations of the Midwest City Municipal Code.

Special Conditions:

The applicant's Master Design Statement proposes the following special conditions as part of the PUD.

- Minimum Lot Width – 50 feet
- Minimum Lot Size – 5,000 square feet
- Maximum Lot Coverage – 50%

Façade:

The applicant's Master Design Statement requests deviations from the façade requirements of the Midwest City Municipal Code

- Minimum 70% Masonry (brick, rock, stucco, stone, cementitious fiberboard, or similar finish material)
- Up to 30% Exterior Insulations Finish System (EIFS), vinyl siding, or manufactured wood.

Landscaping:

- The applicant proposes a 50-foot landscape buffer along the north and west boundaries of the site.

Screening:

The applicant's Master Design Statement does not request relief from the requirements of the Midwest City Municipal Code.

- There shall be a six (6) to eight (8) foot sight-proof masonry or wood fence where adjacent to residential uses.
- There shall be thoroughfare screening on all lots backing and siding an arterial street.

Parking:

The applicant's Master Design Statement requests relief from the driveway requirements in the Midwest City Municipal Code.

- Pursuant to Section 5.15.1(B), the applicant is requesting relief from the required "J" driveway standard.
- A minimum of two (2) spaces per dwelling unit shall be required.

Setbacks:

The applicant's Master Design Statement proposes the following setbacks standards:

- Front setback – 20 feet. Side setback – 5 feet. Rear setback – 10 feet

Common Areas:

The applicant's Master Design Statement provides that all common areas shall be maintained by the Property Owner's Association.

- A playground shall be required within the Common Area C as noted in the Master Design Plan
- A basketball or pickleball court shall be installed in Common Area B as noted in the Master Design Plan

Section 2.25.2. *Intent and Purpose*, states that Planned Unit Development zoning is intended to allow modifications to development requirements to encourage innovative land development, address unique physical site conditions, and create diversified living environments that may not be achievable through conventional zoning regulations. While the application includes multiple deviations from the Municipal Code, the proposed development incorporates enhanced amenities, including recreational areas that support the intent and purpose of the PUD regulations.

If approved, development of the property would be governed by the standards established within the PUD Master Design Statement. Any standards not specifically addressed would remain subject to the subdivision and zoning regulations of the Midwest City Municipal Code.

At the time of this writing, staff received two (2) phone calls inquiring about the nature of the application.

During the Planning Commission meeting, two (2) members of the public spoke in opposition to the application. The applicant proposed increasing the masonry standard in the proposed PUD from 70% to 80%. Following the public hearing and Commission discussion, the Commission voted 6-0 to recommend denial of the application with one member abstaining.

Action is at the Council.

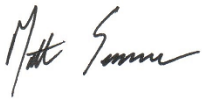
Action Required:

Approve or reject the ordinance to redistrict from Single-Family Detached Residential District (“R-6”) to Planned Unit Development (“PUD”) for the property noted herein, subject to staff comments as found in the August 25, 2026, City Council agenda packet and made part of the PC-2250 file.

Suggested Motion:

“To approve the ordinance redistricting the subject property to Planned Unit Development (“PUD”) subject to staff comments found in the August 25, 2026, City Council agenda packet and made part of the PC-2250 file.”

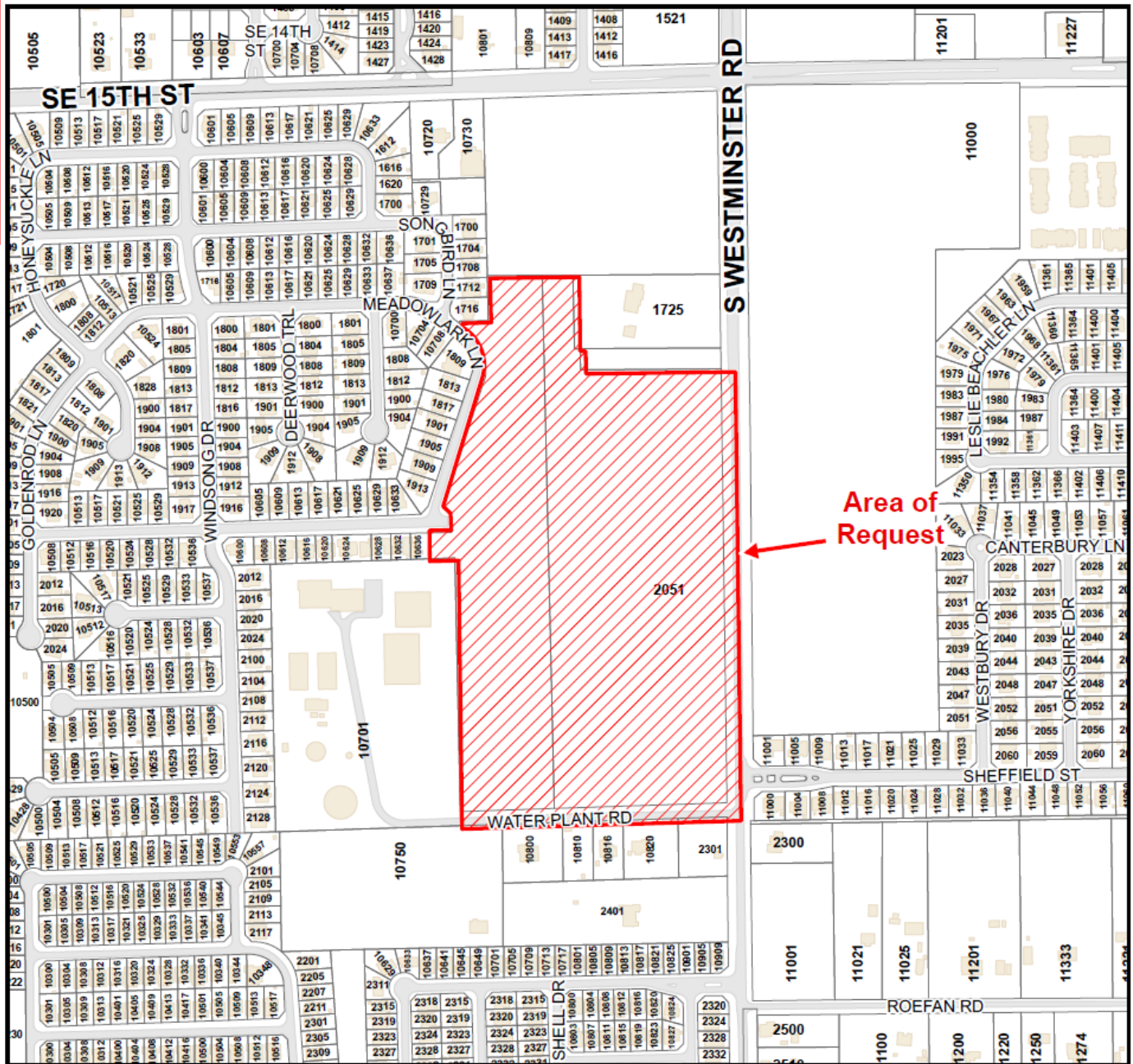
Please feel free to contact the Community Development Department at (405) 739-1220 with any questions.

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

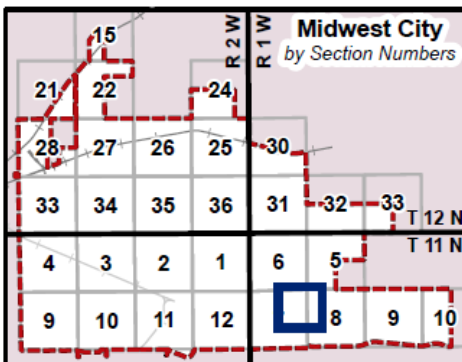
Matt Summers, AICP
Community Development Director



GIS - Information Technology/ Planning & Zoning



Locator Map



General Map Legend

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

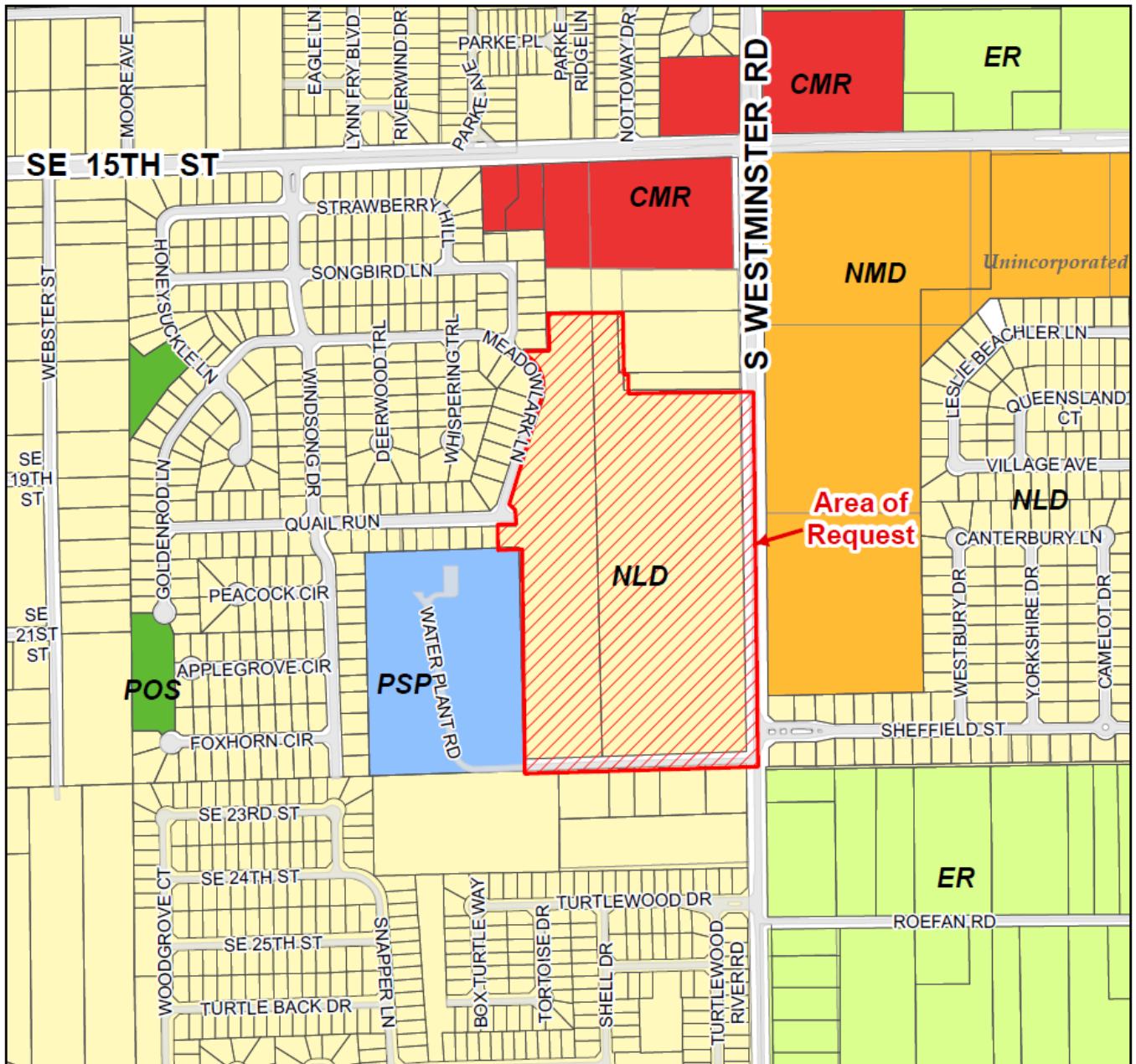
GENERAL MAP FOR PC-2250 (NE/4, Sec. 7, T11N, R1W)

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

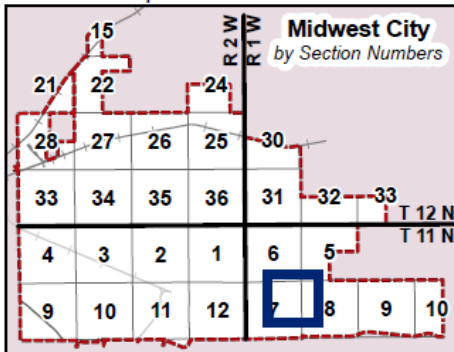
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



GIS- Information Technology/ Planning & Zoning

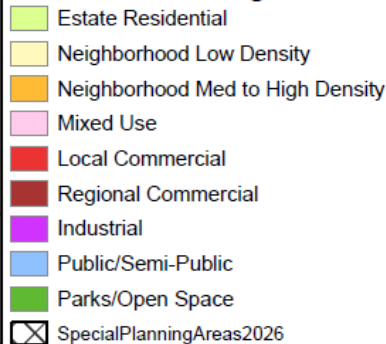


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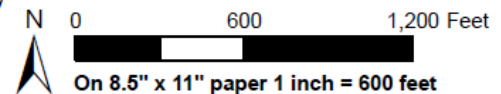


Created June 11, 2026

Future Land Use Legend



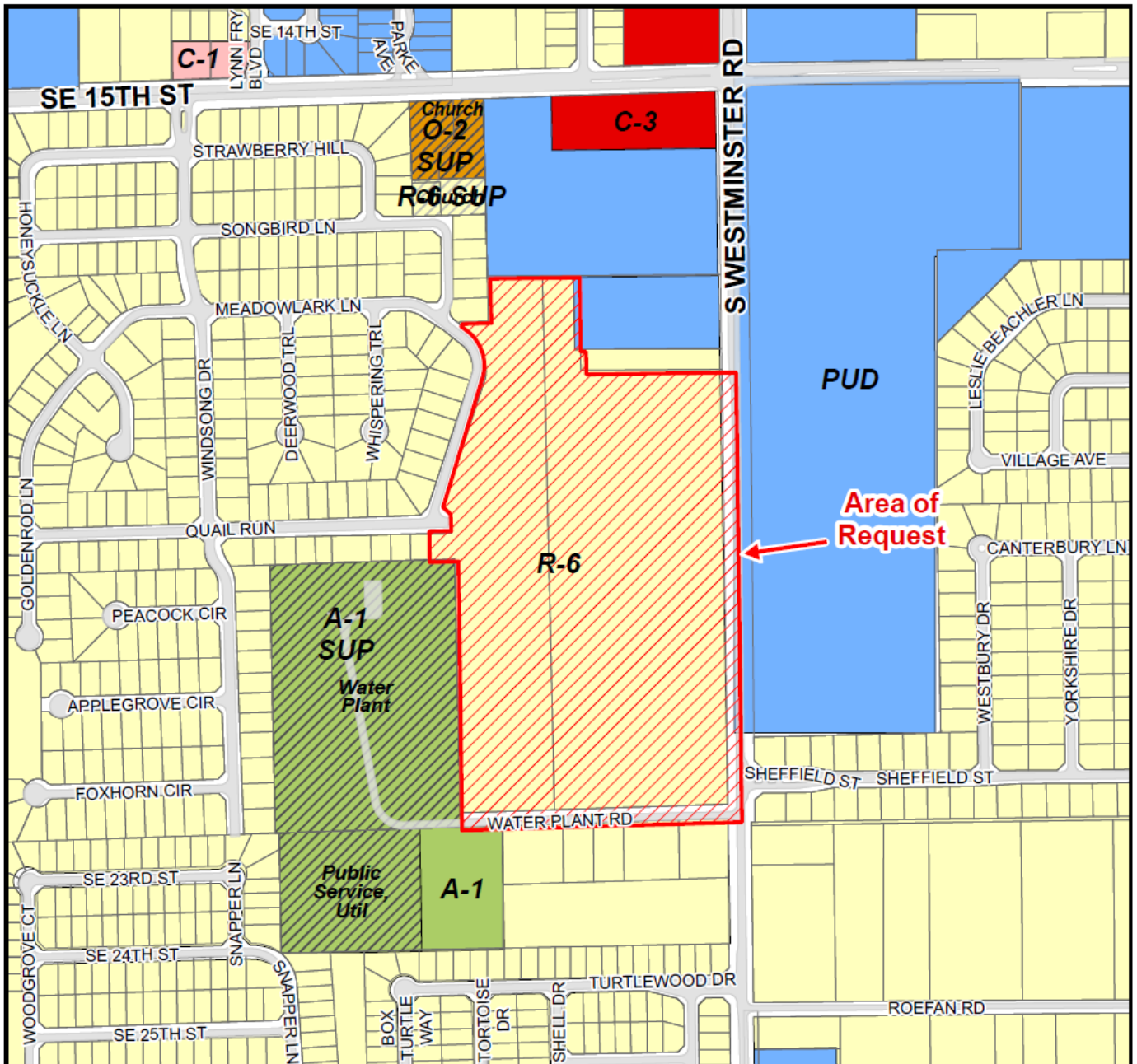
FUTURE LAND USE MAP FOR PC-2250 (SE/4, Sec 9, T11N, R1W)



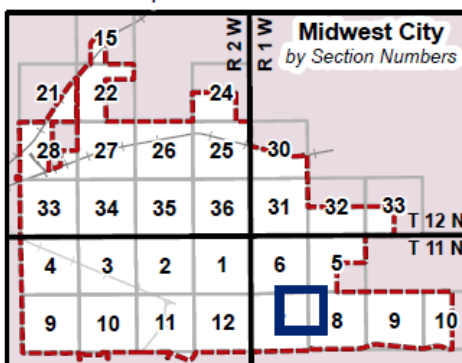
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.



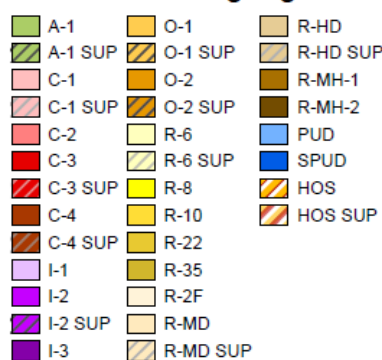
GIS - Information Technology/ Planning & Zoning



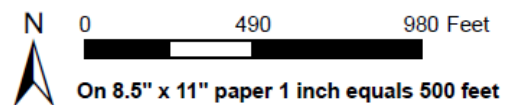
Locator Map



Current Zoning Legend



**ZONING MAP
FOR PC-2250
(NE/4, Sec. 7, T11N, R1W)**

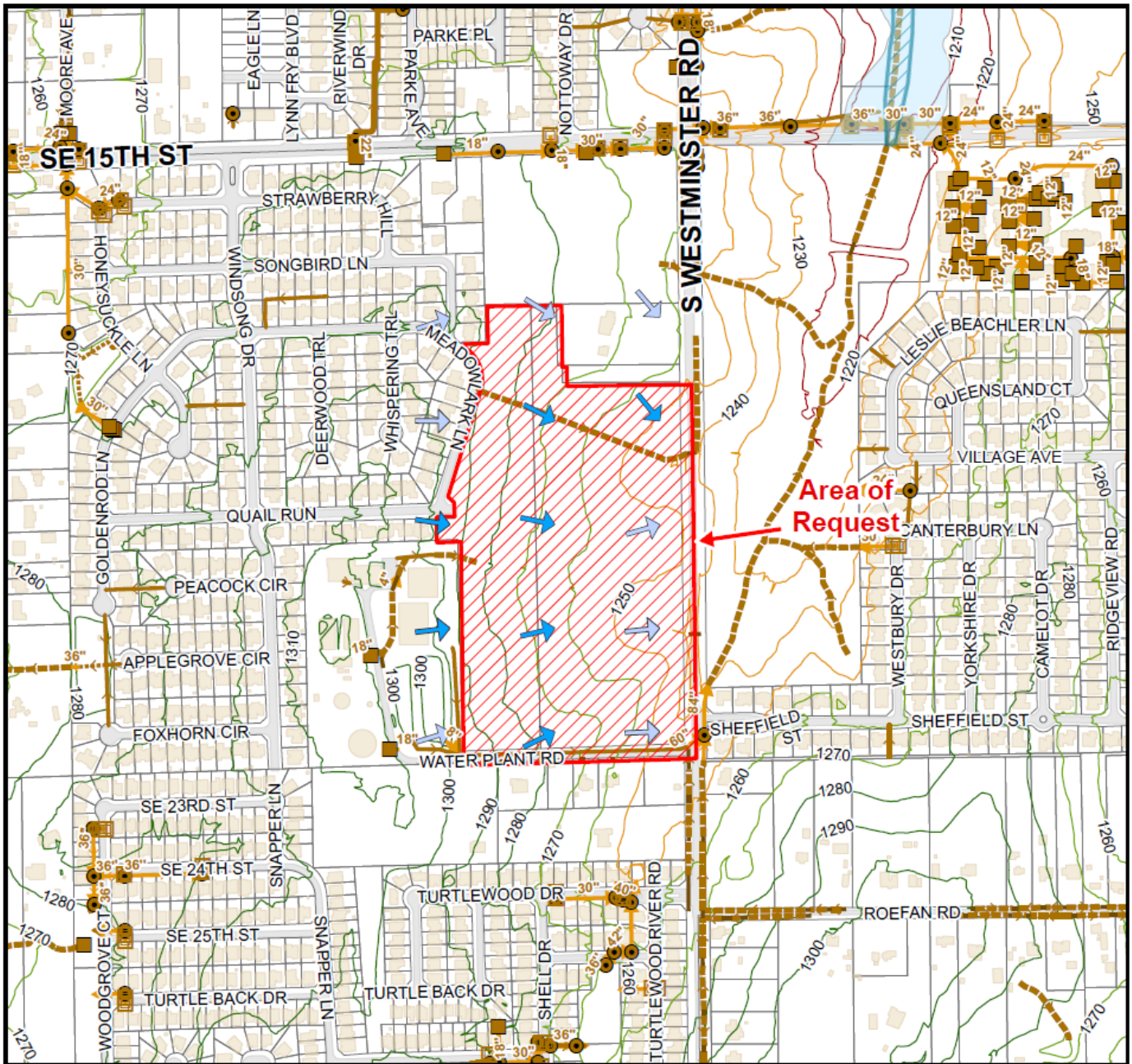


On 8.5" x 11" paper 1 inch equals 500 feet

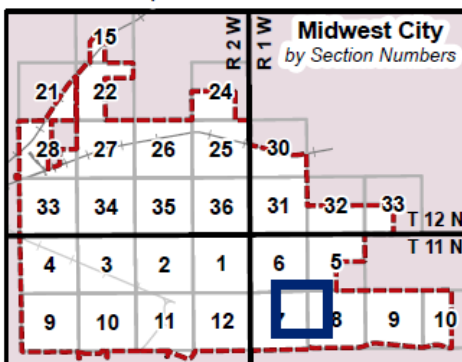
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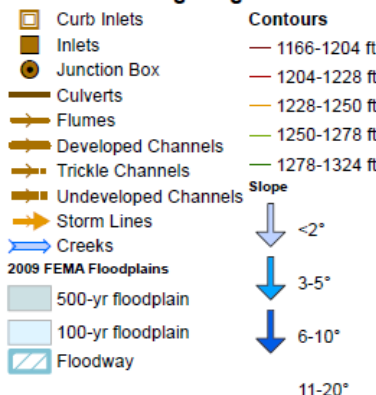
GIS - Information Technology/ Planning & Zoning



Locator Map



Drainage Legend



DRAINAGE MAP FOR PC-2250 (NE/4, Sec. 7, T11N, R1W)

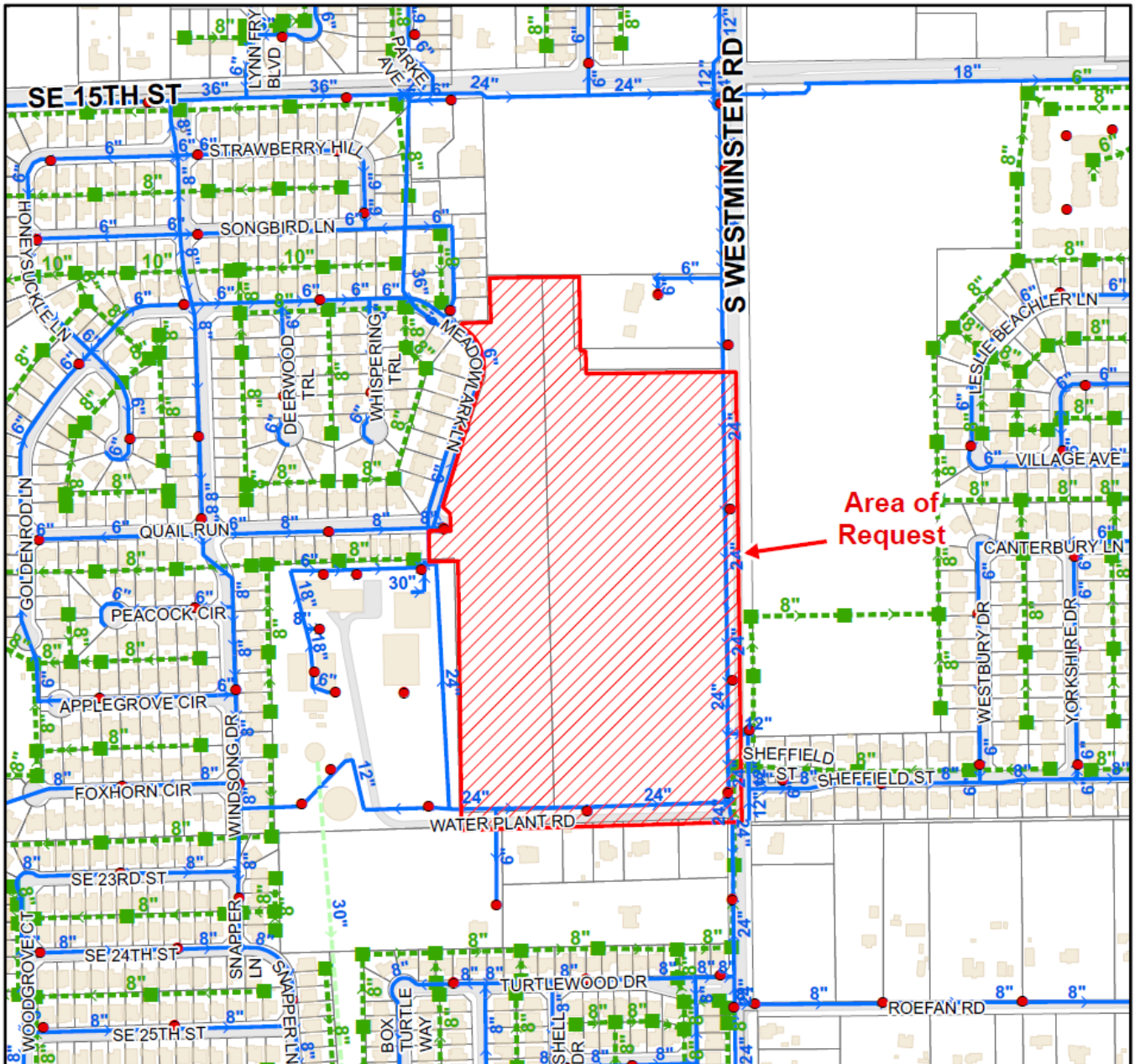
0 570 1,140 Feet

On 8.5" x 11" paper 1 inch equals 600 feet

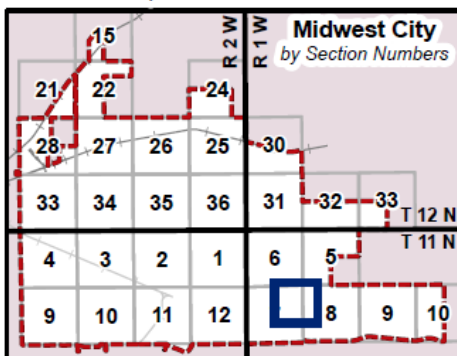
THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT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



GIS - Information Technology/ Planning & Zoning



Locator Map



Water/Sewer Legend

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

WATER SEWER MAP FOR PC-2250 (NE/4, Sec. 7, T11N, R1W)

N 0 490 980 Feet



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

THIS MAP IS A GENERAL INFORMATION PUBLIC RESOURCE. THE CITY OF MIDWEST CITY MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE CONTENT, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE INFORMATION PROVIDED ON THIS MAP. ANY PARTY'S USE OR RELIANCE ON THIS MAP OR ANY INFORMATION ON IT IS AT THAT PARTY'S OWN RISK AND WITHOUT LIABILITY TO THE CITY OF MIDWEST CITY, ITS OFFICIALS OR ITS EMPLOYEES FOR ANY DISCREPANCIES, ERRORS OR VARIANCES THAT MAY EXIST.

MASTER DESIGN PLAN
OF
MIDWEST TRAILS
PART OF THE NE/4 SECTION 7, T11N, R1W, I.M.
CITY OF MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA



1 **PC-2250**

2 **ORDINANCE NO. _____**

3 **AN ORDINANCE RECLASSIFYING THE ZONING DISTRICT OF THE PROPERTY**
4 **DESCRIBED IN THIS ORDINANCE FROM R-6, SINGLE-FAMILY DETACHED**
5 **RESIDENTIAL DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT, AND**
6 **DIRECTING AMENDMENT OF THE OFFICIAL ZONING DISTRICT MAP TO**
7 **REFLECT THE RECLASSIFICATION OF THE PROPERTY’S ZONING DISTRICT;**
8 **AND PROVIDING FOR REPEALER AND SEVERABILITY**

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

10 **ORDINANCE**

11 SECTION 1. That the zoning district of the following described property is hereby reclassified
12 from R-6, Single-Family Detached Residential District, to PUD, Planned Unit Development,
13 subject to the conditions contained in the PC-2250 file, and that the official Zoning District Map
14 shall be amended to reflect the reclassification of the property’s zoning district as specified in
15 this ordinance:

16 SEE EXHIBIT “A” FOR LEGAL DESCRIPTION

17 SECTION 2. That the PUD master plan is adopted for the property described by the legal
18 description in Section 1. The master plan consists of both a Design Statement and a Master
19 Development Plan Map. The master plan is included in this ordinance as Exhibit B. Any
20 modifications, revisions, or expirations of the PUD master plan will be handled in accordance
21 with Appendix A of the Midwest City Municipal Code.

22 SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict herewith are
23 hereby repealed.

24 SECTION 4. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is
25 for any reason held to be invalid, such decision shall not affect the validity of the remaining
26 portions of the ordinance.

27 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
28 on the _____ day of _____, 2026.

29 THE CITY OF MIDWEST CITY,
30 OKLAHOMA

31 _____
32 RICHARD R. RICE, Mayor

33 ATTEST:

34 _____
35 SARA HANCOCK, City Clerk

36 APPROVED as to form and legality this _____ day of _____, 2026.

DONALD MAISCH, City Attorney

Exhibit A
Legal Description

Tract 1:

A tract or parcel located in the West Half W/2) of the East Half (E/2) of the Northeast Quarter (NE/4) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, more particularly described as follows:

COMMENCING at the Northeast corner of the NE/4 of said Section 7;

THENCE N 90°00'00" W along the North line of said NE/4 a distance of 663.33 feet to the Northeast

corner said W/2-E/2-NE/4 and to the POINT OF BEGINNING;

THENCE S 00°10'30" W along the East line of said W/2-E/2-NE/4 a distance of 2636.77 feet to the Southeast corner of said W/2-E/2-NE/4;

THENCE N 89°50'53" W along the South line of said NE/4 a distance of 323.76 feet to a point 990.00 feet from the Southeast corner of said NE/4;

THENCE N 01°06'39" E and parallel with the East line of said SE/4 a distance of 951.32 feet;

THENCE N 89°54'26" W a distance of 102.41 feet to the Southeast corner of WINDSONG ADDITION SECTION 8;

THENCE along the East line of WINDSONG ADDITION SECTION 8 for the following Five (5) courses:

- 1) THENCE N 01°06'13" E a distance of 109.07 feet;
- 2) THENCE N 90°00'00" E a distance of 27.06 feet;
- 3) THENCE along a curve to the right having a radius of 970.00 feet and a chord bearing of S 88°30'12" E and a chord length of 50.67 for an arc length of 50.68 feet;
- 4) THENCE N 01°04'32" W a distance of 60.14 feet;
- 5) THENCE N 45°00'00" W a distance of 35.37 feet to the Southeast corner of WINDSONG ADDITION SECTION 9;

THENCE along the East line of WINDSONG ADDITION SECTION 9 for the following Three (3) courses:

- 1) THENCE N 18°44'31" E a distance of 477.37 feet;
- 2) THENCE along a curve to the left having a radius of 154.02 feet and a chord bearing of N 16°06'02" W and a chord length of 175.80 for an arc length of 187.10 feet;
- 3) THENCE N 51°05'51" W a distance of 26.10 feet to the East line of WINDSONG ADDITION SECTION 4;

THENCE along the East line of WINDSONG ADDITION SECTION 4 for the following Three (3) courses:

- 1) THENCE N 38°54'09" E a distance of 11.34 feet;
- 2) THENCE N 90°00'00" E a distance of 100.00 feet;
- 3) THENCE N 00°00'00" E a distance of 845.00 feet to the North line of said NE/4;

THENCE N 90°00'00" E along the North line of said NE/4 a distance 216.68 feet to the Northeast corner of said W/2-E/2-NE/4 and to the POINT OF BEGINNING.

Tract 2:

The East One-half (E/2) of the East One-half (E/2) of the Northeast Quarter (NE/4) of the Section Seven (7), Township Eleven (11) North, Range One (1) West of the I.M., in Oklahoma County, Oklahoma;

LESS AND EXCEPT:

A tract of land being a part of the Northeast Quarter (NE/4) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:

COMMENCING at the NE Corner of Section Seven (7), Township Eleven (11) North, Range

One (1) West, of the Indian Meridian, Oklahoma County, Oklahoma;
THENCE South 01°06'39" West along the East line of said Section a distance of 533.0 feet to the
POINT OR PLACE OF BEGINNING;

THENCE continuing South 01°06'39" West along said east line of Section Seven (7) a distance
of 515.0 feet;

THENCE North 88°53'21" West a distance of 530.0 feet;

THENCE North 01°06'39" East a distance of 515.0 feet;

THENCE South 88°53'21" East a distance of 530.0 feet to the POINT OR PLACE OF
BEGINNING.

FURTHER LESS AND EXCEPT:

A tract of land being a part of the Northeast Quarter (NE/4) of Section Seven (7), Township
Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma,
being more particularly described as follows:

COMMENCING at the NE Corner of said NE/4;

THENCE South 01°06'39" West along said East line of said NE/4 a distance of 704.95 to the
POINT OR PLACE OF BEGINNING;

THENCE continuing South 01°06'39" West along said East line of said NE/4 a distance of
262.57 feet;

THENCE North 88°53'21" West a distance of 549.27 feet;

THENCE North 01°06'39" East a distance of 262.57 feet;

THENCE South 88°53'21" East a distance of 549.27 feet to the POINT OR PLACE OF
BEGINNING.

TRACTS 1 AND 2 LESS AND EXCEPT:

A tract or parcel located in the Northeast Quarter (NE/4) of Section Seven (7), Township Eleven
(11) North, Range One (1) West of the Indian Meridian, Midwest City, Oklahoma County,
Oklahoma, more particularly described as follows:

BEGINNING at the Northeast corner of the NE/4 of Section 7;

THENCE S 01°06'39" W along the East line of said NE/4 a distance of 704.95 feet;

THENCE N 88°53'21" W a distance of 866.50 feet to a point on the West line of WINDSONG
ADDITION SECTION 4;

THENCE N 00°00'00" E a distance of 688.02 feet to a point on the North line of said NE/4;
THENCE N 90°00'00" E along the North line of said NE/4 a distance of 880.00 feet to the
Northeast

corner of said NE/4 and to the POINT OF BEGINNING.

Containing 1,705,045Sq. Ft. or 39.1424 Acres, more or less.



City Attorney, Donald D. Maisch

100 N. Midwest Boulevard

Midwest City, OK 73110

DMaisch@midwestcityok.org

Office: 405.739.1203

www.midwestcityok.org

MEMORANDUM

To: Mayor and Members of the City Council

From: Don Maisch
City Attorney

RE: Discussion, consideration and possible action of approving an ordinance amending the Midwest City Municipal Code, Chapter 32 Peddlers and Solicitors; Article II, Permits; 32-25 Fees; Health Certificates; providing for a repealer, and severability. (D. Maisch – City Attorney).

Date: August 25, 2026

The proposed amendment to Section 32-25 clears up a mistake made last month, when the portable structure requirements were modified to have one 30-day permit with one 30-day extension. The permitting fees call for 60 or 90 day permits for portable structures. These changes clear up that issue and now allow for one thirty-day permit to be issued, with one 30-day extension that includes the payment of the fee. Fees are the same as for the others in this Chapter (hawkers, solicitors, canvassers).

Approval is at the discretion of the City Council.

Respectfully submitted,

Donald D. Maisch, City Attorney

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

Section 1. 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:

(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, persons, organizations, agencies or employees operating portable structures, and nonprofit organizations. The fees shall be as follows:

Page 1 of 3

1 Health Department as required by either state law or state regulation and present to the city clerk
2 said permit or license from the Oklahoma City-County Health Department at the time of
3 application.

4 (2) *Ice cream wagons.* Ice cream wagons selling ices or other ice cream products
5 from vehicles other than pushcarts shall pay a fee of two hundred thirty-five dollars (\$235.00)
6 per year, payable annually. Pushcarts selling ices or other ice cream products shall pay a fee of
7 twenty-five dollars (\$25.00) per year, payable annually. All persons operating ice cream
8 wagons shall obtain all necessary permits or licenses from the Oklahoma City-County Health
9 Department as required by either state law or state regulation and present to the city clerk said
10 permit or license from the Oklahoma City-County Health Department at the time of
11 application.

12 (3) *Solicitors and canvassers.* All persons who go from house to house or place to
13 place in the city and solicit or canvass for orders for goods, wares, merchandise or subscriptions
14 for publications to be delivered in the future shall pay a fee of ten dollars (\$10.00) per week,
15 thirty-five dollars (\$35.00) per month or one hundred twenty dollars (\$120.00) per year. All
16 solicitors and canvassers shall obtain all necessary permits or licenses from the Oklahoma City-
17 County Health Department as required by either state law or state regulation and present to the
18 city clerk said permit or license from the Oklahoma City-County Health Department at the time
19 of application.

20 (4) *Nonprofit organizations.* No permit fee shall be charged. All nonprofit
21 organizations shall obtain all necessary permits or licenses from the Oklahoma City-County
22 Health Department as required by either state law or state regulation and present to the city clerk
23 said permit or license from the Oklahoma City-County Health Department at the time of
24 application.

25 (b) No free permits shall be granted, nor rebates allowed for any cause, nor any sum accepted
26 less than the amount herein specified, except as prescribed in section 32-3, for a shorter period
27 than therein required.

28 (c) No permit shall be issued until the amount prescribed therefore, shall have been paid to
29 the city clerk.

30
31 **Section 2.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
32 repealed.

33
34 **Section 3.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
35 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
36 of the ordinance.

37
38 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
39 Oklahoma, this _____ day of _____, 2026.

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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

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

Section 1. That the Midwest City Municipal Code, Chapter 32, Peddlers and Solicitors; Article II, Permit; Section 32-25, Fees; health certificates; is hereby amended to read as follows:

(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, persons, organizations, agencies or employees operating portable structures, and nonprofit organizations. The fees shall be as follows:

Page 1 of 3

1 (2) *Ice cream wagons.* Ice cream wagons selling ice cream products from vehicles
2 other than pushcarts shall pay a fee of two hundred thirty-five dollars (\$235.00) per year,
3 payable annually. Pushcarts selling ices or other ice cream products shall pay a fee of twenty-
4 five dollars (\$25.00) per year, payable annually. All persons operating ice cream wagons shall
5 obtain all necessary permits or licenses from the Oklahoma City-County Health Department as
6 required by either state law or state regulation and present to the city clerk said permit or
7 license from the Oklahoma City-County Health Department at the time of application.

8 (3) *Solicitors and canvassers.* All persons who go from house to house or place to
9 place in the city and solicit or canvass for orders for goods, wares, merchandise or subscriptions
10 for publications to be delivered in the future shall pay a fee of ten dollars (\$10.00) per week,
11 thirty-five dollars (\$35.00) per month or one hundred twenty dollars (\$120.00) per year. All
12 solicitors and canvassers shall obtain all necessary permits or licenses from the Oklahoma City-
13 County Health Department as required by either state law or state regulation and present to the
14 city clerk said permit or license from the Oklahoma City-County Health Department at the time
15 of application.

16 (4) *Nonprofit organizations.* No permit fee shall be charged. All nonprofit
17 organizations shall obtain all necessary permits or licenses from the Oklahoma City-County
18 Health Department as required by either state law or state regulation and present to the city clerk
19 said permit or license from the Oklahoma City-County Health Department at the time of
20 application.

21 (b) No free permits shall be granted, nor rebates allowed for any cause, nor any sum accepted
22 less than the amount herein specified, except as prescribed in section 32-3, for a shorter period
23 than therein required.

24 (c) No permit shall be issued until the amount prescribed therefore, shall have been paid to
25 the city clerk.

26
27 **Section 2.** REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby
28 repealed.

29
30 **Section 3.** SEVERABILITY. If any section, sentence, clause, or portion of this ordinance is for
31 any reason held to be invalid, such decision shall not affect the validity of the remaining provisions
32 of the ordinance.

33
34 PASSED AND APPROVED by the Mayor and the Council of the City of Midwest City,
35 Oklahoma, this _____ day of _____, 2026.

1
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3 **THE CITY OF MIDWEST CITY, OKLAHOMA**
4

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7 _____
8 RICHARD R. RICE, Mayor

9 ATTEST:
10

11
12 _____
13 SARA HANCOCK, City Clerk
14

15
16 Approved as to form and legality this _____ day of _____, 2026.
17

18
19 _____
20 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 38 Subdivision Regulations, Article VIII, Definitions, Section 38-65, Definitions, Subsection 38-65.120, Park land review committee; providing for a repealer, and severability. (D. Maisch – City Attorney).

Date: August 25, 2026

The proposed amendment to Chapter 38, Subsection 38-65.120 changes the make-up of the Park land review committee from specific members of other Boards, Committees and Commissions and one appointment from the Mayor to the members of the Park and Recreation Board (a member of the Park and Recreation Board already sits as a member of the review committee).

The Ordinance Review Committee reviewed this proposed amendment and it was the consensus of the Ordinance Review Committee to proceed with these changes to the Park land review committee.

Approval is at the discretion of the City Council.

Respectfully submitted,

Donald D. Maisch, City Attorney

ORDINANCE NO._____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 38
SUBDIVISION REGULATIONS, ARTICLE VIII, DEFINITIONS; SECTION 38-65,
DEFINITIONS; SUBSECTION 38-65.120, PARK LAND REVIEW COMMITTEE;
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 38 Subdivision Regulations, Article VIII, Definitions, Section 38-65, Definitions, Subsection 38-65.120, Park land review committee; is hereby amended to read as follows:

Sec. 38-65.120. Park land review committee Land Review Committee.

The ~~park land review committee~~ Park Land Review Committee is hereby established in accordance with article X of the ~~city~~ City Charter. The ~~park land review committee~~ Park Land Review Committee is charged with the exercising ~~that of the~~ authority established in ~~article~~ Article X of the ~~city~~ City Charter and is an authorized decision-maker for section 38-51. The ~~members of the Park and Recreation Board shall make up the park land review committee~~ Park Land Review Committee shall consist of one (1) representative from each of the following:

- (1) Builders' Advisory Board of Midwest City;
- (2) Park and Recreation Board of Midwest City;
- (3) Planning Commission of Midwest City;
- (4) Tree Board of Midwest City; and
- (5) One (1) citizen appointed by the mayor for a term of three (3) years, or longer until such time as a replacement is named.

~~The park land review committee~~ Park Land Review Committee shall be provided support, as it deems necessary, by the various departments of the ~~city~~ City. The Park Land Review Committee shall follow the requirements contained in Sections 30-31 through 30-34 and Section 30-36 in conducting its meetings.

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.

1 Ordinance Amendments PASSED AND APPROVED by the Mayor and the Council of the City
2 of Midwest City, Oklahoma, this 25TH day of August, 2026.

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

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8 _____
RICHARD R. RICE, Mayor

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10 ATTEST:

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13 _____
14 SARA HANCOCK, City Clerk

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16 Approved as to form and legality this ____ day of _____, 2026.

17
18
19 _____
20 DONALD D. MAISCH, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 38
SUBDIVISION REGULATIONS, ARTICLE VIII, DEFINITIONS; SECTION 38-65,
DEFINITIONS; SUBSECTION 38-65.120, PARK LAND REVIEW COMMITTEE;
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 38 Subdivision Regulations, Article VIII, Definitions, Section 38-65, Definitions, Subsection 38-65.120, Park land review committee; is hereby amended to read as follows:

Sec. 38-65.120. Park Land Review Committee.

The Park Land Review Committee is hereby established in accordance with article X of the City Charter. The Park Land Review Committee is charged with the exercising of the authority established in Article X of the City Charter and is an authorized decision-maker for section 38-51. The members of the Park and Recreation Board shall make up the Park Land Review Committee.

The Park Land Review Committee shall be provided support, as it deems necessary, by the various departments of the City. The Park Land Review Committee shall follow the requirements contained in Sections 30-31 through 30-34 and Section 30-36 in conducting its meetings.

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 25TH day of August, 2026.

THE CITY OF MIDWEST CITY, OKLAHOMA

RICHARD R. RICE, Mayor

1 ATTEST:

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4 _____
5 SARA HANCOCK, City Clerk

6
7 Approved as to form and legality this _____ day of _____, 2026.
8
9

10 _____
11 DONALD D. MAISCH, City Attorney
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NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION



MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

DATE July 7, 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 July 7, 2026, at 5:00 p.m., with the following members present:

Commissioners present: Jim Smith
Rick Dawkins *Vice Chair*
Jess Huskey *Chair*
JD Collins
Marcus Hayes

Commissioners absent: Jack Fry
Zach Watts

Staff present: Matthew Summers, Community Development Director
Julie Shannon, Planner III
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.

Vice Chairperson, Jess Huskey, announced that the applicants for Discussion Items #5 and #8 have requested to postpone to a later date (PC-2250 and PC-2254).

B. DISCUSSION ITEMS

1. Discussion, consideration, and possible action to elect a Chair and Vice-Chair of the Planning Commission.

A motion was made by Dawkins, seconded by Smith, to nominate Jess Huskey for Chairperson of the Planning Commission.

Voting Aye: Dawkins, Smith, Collins, and Hayes.

Nay: none.

Motion carried.

A motion was made by Collins, seconded by Smith, to nominate Rick Dawkins for Vice Chair of the Planning Commission.

Voting Aye: Smith, Collins, Hayes, and Huskey.

Nay: none.

Motion carried.

2. Public Discussion and consideration of adoption, including any possible amendments of the minutes of the June 2, 2026, Planning Commission Meeting.

A motion was made by Dawkins, seconded by Smith, to approve the minutes of the June 2, 2026, Planning Commission meeting as presented.

Voting Aye: Dawkins, Smith, Collins, Hayes, and Huskey.

Nay: none.

Motion carried.

3. (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).

Planner, Brylee Hester, presented the item. The applicant, Jarrod Bartlett—1807 S. Anderson Rd., 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 to recommend approval of the item subject to all staff comments, seconded by Collins.

Voting aye: Dawkins, Smith, Collins, Hayes, and Huskey.

Nay: none.

Motion carried.

4. (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).

Planner, Zamyia Darthard, presented the item. The applicant’s representative, Christian Hagen, of Crafton Tull, spoke on behalf of the applicant and had no objections or questions regarding the staff report.

Tiatia Cromar— 13209 Sawtooth Oak Rd. addressed the Commission and spoke in opposition of the PUD amendment. They stated that the previously proposed community pool was a selling point when their home was purchased in 2021.

Charles Leach— 13117 Austrian Pine Dr. has been a resident of the Timber Ridge Pointe Addition since 2007. They stated that the HOA has asked homeowners to vote on the previously proposed community swimming pool several times and that the pool has been publicized since 2007.

Commissioner Dawkins presented concerns regarding homeowners who purchased property in the Timber Ridge Pointe Addition under the presumption that a community pool would be constructed. There was general discussion amongst the Commission.

A motion was made by Dawkins to recommend denial of the item, seconded by Collins.

Voting Aye: Dawkins, Smith, Collins, Hayes, and Huskey.
Nay: none.
Motion carried.

5. (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).

The Chair announced the item would be postponed.

6. (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).

Planner, Brylee Hester, presented the item. The applicant’s representative, Kole Talbott, of Branch Communications, addressed the Commission with concerns regarding the staff recommendation. The applicant’s representative addressed their concerns before the Commission.

Property owner at 9508 McIntosh Ave., Charlotte Love, expressed opposition and presented concerns regarding interference with other frequencies, monetary incentives for the location, and insurance coverage for damage to neighboring residential homes.

Commissioner Collins requested further explanation of the zero-fall-radius design.

The applicant’s representative responded to these concerns. There was general discussion amongst the Commission.

A motion was made by Collins to recommend approval of the item, seconded by Smith.

Voting Aye: Smith, Collins, Hayes, and Huskey.
Nay: Dawkins.
Motion carried.

7. (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)

Planner, Zamyia Darthard, presented the item. The applicant’s representative, Tasha Wynn—721 S. Air Depot Blvd., was present and addressed the Commission. The Commissioners had no further questions for staff or the applicant’s representative. There were no public comments on this item.

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

Voting Aye: Dawkins, Smith, Collins, Hayes, and Huskey.
Nay: none.
Motion carried.

8. (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)

The chair announced the item would be postponed.

C. NEW BUSINESS/PUBLIC DISCUSSION None.

D. FURTHER INFORMATION None.

E. ADJOURNMENT

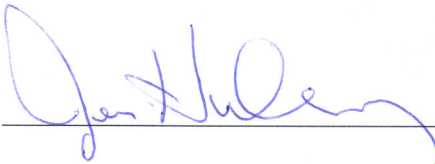
A motion to adjourn was made by Collins, seconded by Dawkins.

Voting Aye: Dawkins, Smith, Collins, Hayes, and Huskey.

Nay: None.

Motion Carried.

The meeting adjourned at 5:43 p.m.



Chairperson Jess Huskey (*Chair*)
(bh)



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

To: Honorable Mayor and Council
From: Matt Summers, Community Development Director
Date: August 25, 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 29, 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

TO : Honorable Mayor and Council

FROM : Randall Fryar, Chief Building Official

DATE : August 25, 2026

SUBJECT : Monthly Residential and Commercial Building reports for July 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 7/1/2026 to 7/31/2026

Building - Commercial & Industrial

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
1	Alteration of Man Home Or Const of Space	\$70,000.00
1	Com Addition Bldg Permit	\$750,000.00
2	Com Demolition Permit	\$262,575.00
2	Com General Electrical Permit	\$100,000.00
3	Com General Mechanical Permit	\$9,000.00
12	Com General Plumbing Permit	\$15,000.00
9	Com New Certificate of Occupancy	\$1,535,572.00
8	Com New Const Electrical Permit	
3	Com New Const Mechanical Permit	\$500,000.00
3	Com New Const Plumbing Permit	\$0.00
5	Com Remodel Bldg Permit	\$277,000.00
2	Com Retaining Wall Permit	\$30,000.00
17	Com Roofing Permit	\$557,000.00
3	Com Sign Permit	\$162,173.00
Total Value of Building - Commercial & Industrial:		4,268,320.00

Building - Residential

<u>Count</u>	<u>Permit Type</u>	<u>Value</u>
7	Res Accessory Bldg Permit	\$62,446.00
2	Res Carport Permit	\$9,650.00
2	Res Driveway Permit	\$8,000.00
30	Res Duplex New Const Bldg Permit	\$2,700,000.00
5	Res Fence Permit	\$14,500.00
16	Res General Electrical Permit	\$41,500.00
38	Res General Mechanical Permit	\$137,808.25
52	Res General Plumbing Permit	\$129,865.84
1	Res Multi-Fam Remodel Bldg Permit	\$9,000.00
19	Res New Const Electrical Permit	
14	Res New Const Mechanical Permit	\$8.00
6	Res New Const Plumbing Permit	
1	Res Patio Cover Permit	\$0.00
1	Res Retaining Wall Permit	\$8,000.00
37	Res Roofing Permit	\$651,070.00
4	Res Single-Fam Addition Bldg Permit	\$129,697.20
4	Res Single-Fam New Const Bldg Permit	\$850,350.00
6	Res Single-Fam Remodel Building Permit	\$271,265.00
4	Res Storm Shelter Permit	\$16,690.00
1	zzRes House Moving (In) Permit	
Total Value of Building - Residential:		5,039,850.29

Grand Total: \$9,308,170.29



100 N Midwest Boulevard - Midwest City, OK 73110

Building Permits by Type - Issued 7/1/2026 to 7/31/2026

Building - Commercial & Industrial

Alteration of Man Home Or Const of Space

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/15/26	10301 SE 29TH ST, 713, MIDWEST CITY, OK, 73130	TeFawn Hail	B-26-2164	\$70,000.00

\$70,000.00

Com Addition Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/6/26	8754 SE 15TH ST, Midwest City, OK, 73110	Christian Womack	B-26-1736	\$750,000.00

\$750,000.00

Com Demolition Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/9/26	1609 FELIX PL, Midwest City, OK, 73110	Willowbrook Construction	B-26-0113	\$112,575.00
7/9/26	137 W RIDGEWOOD DR, MIDWEST CITY, OK, 73110	Kris Jacobs	B-26-0508	\$150,000.00

\$262,575.00

Com General Electrical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/6/26	137 W RIDGEWOOD DR, MIDWEST CITY, OK, 73110	Muhammad Ghani	B-26-2092	\$100,000.00

\$100,000.00

Com General Mechanical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/13/26	7005 SE 15TH ST, MIDWEST CITY, OK, 73110	Mark Corbin Acock	B-26-2145	\$9,000.00
7/16/26	6005 SE 15TH ST, MIDWEST CITY, OK, 73110	Timothy Wilkerson	B-26-1821	

\$9,000.00

Com General Plumbing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/9/26	1609 FELIX PL, MIDWEST CITY, OK, 73110	John Sucharski	B-26-2089	
7/14/26	8913 NE 10TH ST	Stacey Coe	B-26-1642	\$15,000.00
7/15/26	100 N MIDWEST BLVD, MIDWEST CITY, OK, 73110	Steven Goforth	B-26-2208	\$0.00
7/20/26	6525 E RENO AVE, MIDWEST CITY, OK, 73110	Gary R. Kelly	B-26-2173	
7/22/26	1609 Felix Pl, Midwest City, OK 73110	Alex Carroll	B-26-2246	
7/23/26	1939 S DOUGLAS BLVD	Jade Kirkland Legacy 4, Inc	B-26-2310	

7/27/26	8730 SE 15TH ST, MIDWEST CITY, OK, 73110	Shane Belvin	B-26-2315	
7/29/26	137 W RIDGEWOOD DR, MIDWEST CITY, OK, 73110	John Sucharski	B-26-2102	
				\$15,000.00
Com New Certificate of Occupancy				
<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/8/26	828 S AIR DEPOT BLVD, Midwest City, OK, 73110	Cale Lopp	B-25-2868	\$5,000.00
7/9/26	1622 S POST RD, MIDWEST CITY, OK, 73130	Ronald Wherrell	B-26-1688	
7/9/26	10021 SE 15TH ST, MIDWEST CITY, OK, 73130	Kristi Stemper	B-26-1939	
7/9/26	7430 SE 15TH ST, MIDWEST CITY, OK, 73110	Douglas Austin	B-26-1659	\$277,000.00
7/22/26	1104 S AIR DEPOT BLVD, 2, MIDWEST CITY, OK, 73110	Renee Mack	B-26-1326	\$10,000.00
7/23/26	2820 GLOBAL PKWY, MIDWEST CITY, OK, 73110	Alexander Bow	B-26-1772	
7/27/26	5701 E RENO AVE STE E	Mussatto Tony	B-26-1201	\$30,000.00
7/27/26	7101 E RENO AVE, D, MIDWEST CITY, OK, 73110	JENNIFER WATKINS	B-26-2028	
7/30/26	9203 SE 15TH ST, MIDWEST CITY, OK, 73130	Kathleen Yang	B-26-1799	\$1,213,572.00
				\$1,535,572.00
Com New Const Electrical Permit				
<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/1/26	7212 E RENO AVE, MIDWEST CITY, OK, 73110	Adrian Alvizu	B-26-2041	
7/8/26	213 ELM ST, MIDWEST CITY, OK, 73110	Cody J Tankersley	B-26-2099	
7/8/26	2009 S POST RD, MIDWEST CITY, OK, 73130	Cody J Tankersley	B-26-2100	
7/13/26	9309 SE 29TH ST, MIDWEST CITY, OK, 73130	Matt Backus	B-26-1000	
7/13/26	9309 SE 29TH ST, MIDWEST CITY, OK, 73130	Matt Backus	B-26-1005	
7/15/26	9309 SE 29TH ST, MIDWEST CITY, OK, 73130	Matt Backus	B-26-1435	
7/24/26	1716 S SOONER RD	Charlie E Howard	B-26-2297	
7/28/26	7015 SE 15TH ST, Midwest City, OK, 73110	Terry Ervin	B-26-2311	
Com New Const Mechanical Permit				
<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/8/26	137 W RIDGEWOOD DR, MIDWEST CITY, OK, 73110	Cody J Tankersley	B-26-1997	
7/14/26	9309 SE 29TH ST, MIDWEST CITY, OK, 73130	Mike Tangella	B-26-2131	\$250,000.00
7/14/26	9309 SE 29TH ST, MIDWEST CITY, OK, 73130	Mike Tangella	B-26-2147	\$250,000.00
				\$500,000.00
Com New Const Plumbing Permit				
<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/6/26	137 W RIDGEWOOD DR, MIDWEST CITY, OK, 73110	Cecily ODell	B-26-2070	

Com Remodel Bldg Permit

Issued	Location	Applicant	Case #	Value
7/2/26	1939 S DOUGLAS BLVD, Midwest City, OK, 73130	Michelle Gorum	B-26-1822	\$50,000.00
7/9/26	8913 NE 10TH ST, MIDWEST CITY, OK, 73110	Arash Mazaheri	B-26-1675	\$15,000.00
7/16/26	7015 SE 15TH ST, OK, MIDWEST CITY, 73110	Enterprise Rent-A-Car	B-26-1027	\$150,000.00
7/30/26	8041 SE 15TH ST, Midwest City, OK, 73110	younes al jalal	B-26-2282	\$2,000.00
7/31/26	1293 N AIR DEPOT BLVD, MIDWEST CITY, OK, 73110	Ryan Strahorn	B-26-2118	\$60,000.00
				\$277,000.00

Com Retaining Wall Permit

Issued	Location	Applicant	Case #	Value
7/15/26	9203 SE 15TH ST, MIDWEST CITY, OK, 73130	Michael Davidson	B-26-2067	\$10,000.00
7/15/26	9203 SE 15TH ST, MIDWEST CITY, OK, 73130	Michael Davidson	B-26-2066	\$20,000.00
				\$30,000.00

Com Roofing Permit

Issued	Location	Applicant	Case #	Value
7/8/26	7801 NE 10TH ST, MIDWEST CITY, OK, 73110	Kaine Wilson	B-26-2003	\$35,000.00
7/8/26	7801 NE 10TH ST, MIDWEST CITY, OK, 73110	Kaine Wilson	B-26-2052	\$35,000.00
7/8/26	7801 NE 10TH ST, MIDWEST CITY, OK, 73110	Darian Wilson	B-26-2053	\$35,000.00
7/8/26	7801 NE 10TH ST, MIDWEST CITY, OK, 73110	Darian Wilson	B-26-2054	\$35,000.00
7/8/26	7801 NE 10TH ST, MIDWEST CITY, OK, 73110	Darian Wilson	B-26-2056	\$35,000.00
7/8/26	7801 NE 10TH ST, MIDWEST CITY, OK, 73110	Darian Wilson	B-26-2061	\$35,000.00
7/8/26	7801 NE 10TH ST, MIDWEST CITY, OK, 73110	Darian Wilson	B-26-2062	\$35,000.00
7/8/26	7801 NE 10TH ST, MIDWEST CITY, OK, 73110	Darian Wilson	B-26-2107	\$35,000.00
7/8/26	7801 NE 10TH ST, MIDWEST CITY, OK, 73110	Darian Wilson	B-26-2108	\$35,000.00
7/8/26	7801 NE 10TH ST, MIDWEST CITY, OK, 73110	Darian Wilson	B-26-2109	\$35,000.00
7/8/26	7801 NE 10TH ST, MIDWEST CITY, OK, 73110	Darian Wilson	B-26-2110	\$35,000.00
7/8/26	7801 NE 10TH ST, MIDWEST CITY, OK, 73110	Darian Wilson	B-26-2111	\$35,000.00
7/8/26	7801 NE 10TH ST, MIDWEST CITY, OK, 73110	Darian Wilson	B-26-2112	\$35,000.00
7/8/26	7801 NE 10TH ST, MIDWEST CITY, OK, 73110	Darian Wilson	B-26-2113	\$35,000.00
7/8/26	7801 NE 10TH ST, MIDWEST CITY, OK, 73110	Darian Wilson	B-26-2114	\$35,000.00
7/14/26	137 W RIDGEWOOD DR, MIDWEST CITY, OK, 73110	Karah Franklin	B-26-2166	\$0.00

7/23/26	1420 CHRISTINE DR, MIDWEST CITY, OK, 73130	Juan Robledo	B-26-2302	\$32,000.00
				\$557,000.00

Com Sign Permit

Issued	Location	Applicant	Case #	Value
7/2/26	9203 SE 15TH ST, MIDWEST CITY, OK, 73130	Channing Kleinschmidt	B-26-0607	\$8,700.00
7/17/26	1732 S Sooner Rd. , Midwest City, OK 73110	Anna Moore	B-26-2151	\$33,473.00
7/31/26	2357 S DOUGLAS BLVD, Midwest City, OK, 73130	Marty Zimms	B-26-2156	\$120,000.00
				\$162,173.00

Building - Residential

Res Accessory Bldg Permit

Issued	Location	Applicant	Case #	Value
7/8/26	2700 DEL REY CIR, MIDWEST CITY, OK, 73110	sheila braxton	B-26-2105	\$3,400.00
7/15/26	207 GUY DR, MIDWEST CITY, OK, 73110	Tuff Shed Inc.	B-26-2137	\$27,453.00
7/15/26	1316 RIVERWIND DR, MIDWEST CITY, OK, 73130	Tuff Shed Inc.	B-26-2154	\$3,141.00
7/15/26	112 W KERR DR, MIDWEST CITY, OK, 73110	Tuff Shed Inc.	B-26-2160	\$7,950.00
7/16/26	205 ELM ST, Midwest City, OK, 73110	Michael Annino	B-26-2117	\$6,600.00
7/23/26	1116 CEDAR HILL PL, MIDWEST CITY, OK, 73110	Tuff Shed Inc.	B-26-2103	\$10,402.00
7/27/26	400 RUSSELL DR, MIDWEST CITY, OK, 73110	Belinda Merola	B-26-2260	\$3,500.00
				\$62,446.00

Res Carport Permit

Issued	Location	Applicant	Case #	Value
7/28/26	1328 PARKWOODS TER, MIDWEST CITY, OK, 73110	Roger Ring	B-26-2273	\$5,400.00
7/28/26	1321 PARKWOODS TER, MIDWEST CITY, OK, 73110	Roger Ring	B-26-1829	\$4,250.00
				\$9,650.00

Res Driveway Permit

Issued	Location	Applicant	Case #	Value
7/16/26	1107 BELL DR, MIDWEST CITY, OK, 73110	Erasto Barcenas	B-26-2150	\$0.00
7/21/26	1205 Loftin Dr, Midwest City, OK 73130	Adriana Martinez Macias	B-26-2274	\$8,000.00
				\$8,000.00

Res Duplex New Const Bldg Permit

Issued	Location	Applicant	Case #	Value
7/15/26	2802 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1889	\$90,000.00
7/15/26	2804 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1891	\$90,000.00
7/15/26	2806 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1892	\$90,000.00
7/15/26	2808 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1894	\$90,000.00

7/15/26	2826 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1895	\$90,000.00
7/15/26	2828 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1896	\$90,000.00
7/15/26	2830 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1897	\$90,000.00
7/15/26	2832 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1898	\$90,000.00
7/16/26	2834 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1899	\$90,000.00
7/16/26	2836 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1900	\$90,000.00
7/16/26	2854 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1901	\$90,000.00
7/16/26	2856 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1903	\$90,000.00
7/16/26	2821 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1905	\$90,000.00
7/16/26	2823 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1906	\$90,000.00
7/16/26	2825 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1907	\$90,000.00
7/16/26	2827 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1908	\$90,000.00
7/16/26	2829 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1909	\$90,000.00
7/16/26	2831 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1910	\$90,000.00
7/16/26	2833 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1911	\$90,000.00
7/16/26	2835 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1912	\$90,000.00
7/16/26	2837 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1913	\$90,000.00
7/16/26	2839 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1915	\$90,000.00
7/16/26	2861 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1916	\$90,000.00
7/16/26	2859 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1917	\$90,000.00
7/16/26	2857 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1919	\$90,000.00
7/16/26	2855 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1920	\$90,000.00
7/16/26	2853 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1922	\$90,000.00
7/16/26	2851 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1923	\$90,000.00
7/16/26	2849 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1924	\$90,000.00
7/16/26	2847 JOSIE CIR, MIDWEST CITY, OK, 73130	Element Homes LLC	B-26-1925	\$90,000.00
				\$2,700,000.00

Res Fence Permit

Issued	Location	Applicant	Case #	Value
7/17/26	4212 N SHADYBROOK DR, MIDWEST CITY, OK, 73110	CHRISTIAN SOSA	B-26-2116	\$3,000.00
7/20/26	512 E ERCOUBE DR, MIDWEST CITY, OK, 73110	Allstate Fence	B-26-2130	\$4,500.00
7/21/26	2708 SNAPPER LN, MIDWEST CITY, OK, 73130	LindaClark	B-26-1961	\$3,000.00

7/21/26	4210 N SHADYBROOK DR, MIDWEST CITY, OK, 73110	SHAWN AMJAD	B-26-2121	\$4,000.00
7/28/26	9120 OAK HOLLOW DR, MIDWEST CITY, OK, 73130	Superior Fence Construction	B-26-2132	\$0.00

\$14,500.00

Res General Electrical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/6/26	116 LEONARD LN, MIDWEST CITY, OK, 73110	Holly Rayburn	B-26-2068	
7/6/26	5625 SE 2ND ST, MIDWEST CITY, OK, 73110	mark corwine	B-26-2065	
7/7/26	3612 MOCKINGBIRD LN, MIDWEST CITY, OK, 73110	Kylie Grimes	B-26-2075	
7/14/26	909 ESTHER AVE, MIDWEST CITY, OK, 73130	Kylie Grimes	B-26-2172	
7/15/26	404 THREE OAKS DR, MIDWEST CITY, OK, 73130	Jeff Ensz	B-26-2182	\$13,000.00
7/16/26	2316 MAPLE DR, MIDWEST CITY, OK, 73110	Kylie Grimes	B-26-2096	
7/21/26	12432 CROYDON RD, MIDWEST CITY, OK, 73130	LANCE HUTCHINSON	B-26-2245	
7/23/26	1025 HOLLY LN, MIDWEST CITY, OK, 73110	Terry Isaacs	B-26-2298	\$2,500.00
7/23/26	3616 GARDEN VIEW DR, MIDWEST CITY, OK, 73110	Kevin Larrison	B-26-2262	\$8,000.00
7/23/26	3612 GARDEN VIEW DR, MIDWEST CITY, OK, 73110	Kevin Larrison	B-26-2295	\$8,000.00
7/23/26	9709 RAIL RD, MIDWEST CITY, OK, 73130	Kevin Larrison	B-26-2296	\$8,000.00
7/24/26	229 BEARD DR, MIDWEST CITY, OK, 73110	Kylie Grimes	B-26-2289	
7/24/26	9925 RAIL RD, MIDWEST CITY, OK, 73130	Kylie Grimes	B-26-2309	
7/28/26	9109 OAK CLIFF DR, MIDWEST CITY, OK, 73130	Terrell Lemons / Better Days Contractor Services	B-26-2338	\$0.00
7/28/26	10129 ISAAC DR, MIDWEST CITY, OK, 73130	Brandon Allen	B-26-2322	\$2,000.00
7/31/26	414 SHOWALTER DR, MIDWEST CITY, OK, 73110	Abayomi Reid	B-26-2312	\$0.00

\$41,500.00

Res General Mechanical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/2/26	3636 SUNVALLEY DR, MIDWEST CITY, OK, 73110	Airco Service	B-26-1793	\$15,328.00
7/2/26	5625 SE 2ND ST, MIDWEST CITY, OK, 73110	russet johnson	B-26-2063	
7/7/26	3612 MOCKINGBIRD LN, MIDWEST CITY, OK, 73110	Kylie Grimes	B-26-2047	
7/7/26	2316 MAPLE DR, MIDWEST CITY, OK, 73110	Kylie Grimes	B-26-2050	
7/7/26	255 E KERR DR, Midwest City, OK, 73110	Kylie Grimes	B-26-2082	
7/7/26	3504 WOODVALE DR, MIDWEST CITY, OK, 73110	Kylie Grimes	B-26-2085	
7/9/26	713 JUNIPER AVE, MIDWEST CITY, OK, 73130	Interstate Heating and Air Conditioning	B-26-2106	\$15,000.00
7/10/26	500 COUNTRY LN, MIDWEST CITY, OK, 73130	Tyler Currie	B-26-2079	\$17,198.00
7/15/26	3221 N GLENHAVEN DR, MIDWEST CITY, OK, 73110	Kylie Grimes	B-26-2149	

7/16/26	1208 STONECROP DR, MIDWEST CITY, OK, 73110	Erik Barron	B-26-2122	
7/16/26	1209 STONECROP DR, MIDWEST CITY, OK, 73110	Erik Barron	B-26-2123	\$0.00
7/16/26	1210 STONECROP DR, MIDWEST CITY, OK, 73110	Erik Barron	B-26-2124	\$0.00
7/16/26	1211 STONECROP DR, MIDWEST CITY, OK, 73110	Erik Barron	B-26-2125	\$0.00
7/16/26	1212 STONECROP DR, MIDWEST CITY, OK, 73110	Erik Barron	B-26-2126	\$0.00
7/16/26	1214 STONECROP DR, MIDWEST CITY, OK, 73110	Erik Barron	B-26-2127	\$0.00
7/16/26	1213 LIVEOAK DR, MIDWEST CITY, OK, 73110	Airco Service	B-26-2119	\$11,550.00
7/16/26	2611 FOREST CROSSING DR, MIDWEST CITY, OK, 73020	A-Better Heat & Air Conditioning	B-26-2200	\$1.00
7/16/26	756 E STEED DR, MIDWEST CITY, OK, 73110	A-Better Heating & Air Conditioning	B-26-2192	\$1.00
7/20/26	3501 OAK GROVE, MIDWEST CITY, OK, 73110	Doug 's Heat and Air	B-26-2224	
7/20/26	9833 WILLOW WIND DR, MIDWEST CITY, OK, 73130	Ty Currie	B-26-2135	\$688.25
7/20/26	9704 NE 2ND ST, MIDWEST CITY, OK, 73130	Megan Alger	B-26-2210	\$5,295.00
7/21/26	2013 MIDRIDGE DR, MIDWEST CITY, OK, 73141	Christopher Hunter	B-26-2265	
7/21/26	117 COUNTRY CLUB TER, MIDWEST CITY, OK, 73110	Chrisopher Hunter	B-26-2264	
7/21/26	312 COUNTRY CLUB TER, MIDWEST CITY, OK, 73110	Cody Wells	B-26-2186	\$14,252.00
7/21/26	4772 CREST PL, DEL CITY, OK, 73117	Airco Service	B-26-2204	\$9,770.00
7/21/26	9304 RHYTHM RD, MIDWEST CITY, OK, 73130	Denis Moore	B-26-2269	
7/22/26	6109 SE 4TH ST, MIDWEST CITY, OK, 73110	Megan Alger	B-26-2215	\$2,685.00
7/22/26	9702 NE 2ND PL, MIDWEST CITY, OK, 73130	ADVENT mechanical	B-26-2187	\$8.00
7/22/26	10648 SE 26TH ST, MIDWEST CITY, OK, 73130	ADVENT mechanical	B-26-2238	\$7.00
7/23/26	409 PINE HURST DR, MIDWEST CITY, OK, 73130	Brian Porch	B-26-2304	
7/24/26	229 BEARD DR, MIDWEST CITY, OK, 73110	Kylie Grimes	B-26-2240	
7/24/26	9925 RAIL RD, MIDWEST CITY, OK, 73130	Kylie Grimes	B-26-2280	
7/28/26	1941 MIDRIDGE DR, Midwest City, OK, 73141	Airco Service	B-26-2268	\$10,625.00
7/28/26	11362 VILLAGE AVE, MIDWEST CITY, OK, 73130	Airco Service	B-26-2251	\$13,400.00
7/28/26	404 THREE OAKS DR, MIDWEST CITY, OK, 73130	Bryan Jenkins	B-26-2342	
7/29/26	4103 N SHADYBROOK DR, MIDWEST CITY, OK, 73110	Luman Heating and Air Conditioning	B-26-2355	
7/31/26	9505 PEAR ST, MIDWEST CITY, OK, 73130	Kylie Grimes	B-26-2339	

\$115,808.25

Res General Plumbing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/2/26	904 RUBY LN, MIDWEST CITY, OK, 73130	Airco Service	B-26-2013	\$1,450.00

7/6/26	1716 ALBERT DR, MIDWEST CITY, OK, 73130	Jerrod Dodd	B-26-2084	\$5,000.00
7/6/26	603 SAINT PAUL AVE, MIDWEST CITY, OK, 73130	STANLEY PLUMBING SERVICES LLC	B-26-2090	
7/6/26	331 W CAMPBELL DR, Midwest City, OK, 73110	Jennifer Kipp	B-26-2083	\$500.00
7/6/26	1404 LOFTIN DR, MIDWEST CITY, OK, 73130	MARIAN BENDER	B-26-2091	\$0.00
7/6/26	520 E CURTIS DR, MIDWEST CITY, OK, 73110	Fred Jones	B-26-2098	
7/7/26	1126 WILKINSON DR, MIDWEST CITY, OK, 73130	Ashli kirk	B-26-2076	\$0.00
7/7/26	1312 VERNA MARIE DR, MIDWEST CITY, OK, 73110	Ashli kirk	B-26-2086	\$0.00
7/9/26	3700 SUNVALLEY DR, MIDWEST CITY, OK, 73110	MARIAN BENDER	B-26-2097	\$3,469.00
7/9/26	5741 SE 8TH ST, MIDWEST CITY, OK, 73110	CLAUDE DRABEK	B-26-2077	
7/9/26	11533 SHERWOOD CT, MIDWEST CITY, OK, 73130	Bridgette m Curtis	B-26-2042	\$11,500.00
7/9/26	9121 OAK HOLLOW DR, MIDWEST CITY, OK, 73130	Bridgette m Curtis	B-26-2044	\$11,500.00
7/9/26	2320 JEAN RD, MIDWEST CITY, OK, 73130	Bridgette m Curtis	B-26-2134	\$8,500.00
7/14/26	1500 LOFTIN DR, MIDWEST CITY, OK, 73130	David Wallar	B-26-2167	\$0.00
7/14/26	5625 SE 2ND ST, MIDWEST CITY, OK, 73110	Tim Morton	B-26-2029	\$10,000.00
7/14/26	102 W MARSHALL DR, MIDWEST CITY, OK, 73110	Richard Caleb Smith	B-26-2148	\$4,250.00
7/14/26	1301 PINERIDGE RD, MIDWEST CITY, OK, 73130	MARIAN BENDER	B-26-2170	\$0.00
7/14/26	9013 NE 17TH ST, MIDWEST CITY, OK, 73141	Bison Plumbing Solutions	B-26-2176	\$10,000.00
7/14/26	321 N POST RD, MIDWEST CITY, OK, 73130	Robert Spacek	B-26-2188	
7/14/26	909 ESTHER AVE, MIDWEST CITY, OK, 73130	Ashli kirk	B-26-2169	\$0.00
7/14/26	11646 MARK ST, MIDWEST CITY, OK, 73130	Ashli kirk	B-26-2168	\$0.00
7/14/26	709 GLENMANOR DR, MIDWEST CITY, OK, 73110	Ashli kirk	B-26-2146	\$0.00
7/16/26	3404 OAKHURST DR, MIDWEST CITY, OK, 73110	MARIAN BENDER	B-26-2201	\$2,680.00
7/16/26	6204 SE 9TH ST, MIDWEST CITY, OK, 73110	Daniel Chesnut	B-26-2207	\$0.00
7/16/26	8814 NE 2ND ST, MIDWEST CITY, OK, 73110	devin kelley	B-26-2197	\$5,000.00
7/20/26	102 W MARSHALL DR, MIDWEST CITY, OK, 73110	STANLEY PLUMBING SERVICES LLC	B-26-2206	\$0.00
7/20/26	3204 BELLA VISTA, MIDWEST CITY, OK, 73110	MARIAN BENDER	B-26-2229	\$9,785.00
7/20/26	208 W LOCKHEED DR, MIDWEST CITY, OK, 73110	Champion Plumbing	B-26-2212	\$1,000.00
7/20/26	816 E BOUSE DR, MIDWEST CITY, OK, 73110	Bailey Daugherty	B-26-2211	\$0.00
7/20/26	9712 NE 2ND ST, MIDWEST CITY, OK, 73130	Bailey Daugherty	B-26-2214	\$0.00
7/20/26	11618 ELMHURST DR, Midwest City, OK, 73130	Holly Ray	B-26-2234	\$19,481.84
7/21/26	7218 SE 15TH ST, Midwest City, OK, 73110	Gabe Griffith	B-26-2183	\$0.00

7/21/26	10822 SE 28TH ST, MIDWEST CITY, OK, 73130	Meegan Holman	B-26-2247	
7/21/26	10818 SE 28TH ST, MIDWEST CITY, OK, 73130	Meegan Holman	B-26-2250	
7/21/26	10814 SE 28TH ST, MIDWEST CITY, OK, 73130	Meegan Holman	B-26-2249	
7/21/26	1032 HICKORY LN, MIDWEST CITY, OK, 73110	Jennifer Kipp	B-26-2254	\$500.00
7/21/26	332 W CAMPBELL DR, MIDWEST CITY, OK, 73110	Martin Castillo	B-26-2248	
7/21/26	911 N POST RD, MIDWEST CITY, OK, 73130	CHristopher Hunter	B-26-2263	
7/21/26	704 STAHL DR, MIDWEST CITY, OK, 73110	Martin Castillo	B-26-1959	\$10,000.00
7/21/26	10508 HONEYSUCKLE LN, MIDWEST CITY, OK, 73130	Ashli kirk	B-26-2258	
7/21/26	13179 RED OAK DR, MIDWEST CITY, OK, 73020	Tim Burke	B-26-2266	\$0.00
7/22/26	124 E PRATT DR, MIDWEST CITY, OK, 73110	Andrea Galloway	B-26-2271	\$1,000.00
7/23/26	10301 SE 29TH ST, 713 MIDWEST CITY, OK, 73130	STANLEY PLUMBING SERVICES LLC	B-26-2306	\$0.00
7/23/26	209 GAYLE DR	STANLEY PLUMBING SERVICES LLC	B-26-2307	
7/23/26	3616 GARDEN VIEW DR, MIDWEST CITY, OK, 73110	Gerald Convery Jr	B-26-2293	\$750.00
7/23/26	3612 GARDEN VIEW DR, MIDWEST CITY, OK, 73110	Gerald Convery Jr	B-26-2292	\$750.00
7/23/26	9709 RAIL RD, MIDWEST CITY, OK, 73130	Gerald Convery Jr	B-26-2294	\$750.00
7/28/26	8923 OAK VALLEY DR	Daniel Chesnut	B-26-2331	
7/28/26	804 N POST RD, MIDWEST CITY, OK, 73130	Brent Harpole	B-26-2341	\$1,000.00
7/28/26	10830 SE 28TH ST, MIDWEST CITY, OK, 73130	Meegan Holman	B-26-2332	
7/28/26	2409 CHERRY LN, MIDWEST CITY, OK, 73130	Kristopher Smith	B-26-2362	\$11,000.00
7/29/26	3805 PARKWOODS LN, MIDWEST CITY, OK, 73110	Ashli kirk	B-26-2368	\$0.00
				\$129,865.84

Res Multi-Fam Remodel Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/16/26	1168 N DOUGLAS BLVD, #11 MIDWEST CITY, OK, 73130	Frank Zubek	B-26-2115	\$9,000.00
				\$9,000.00

Res New Const Electrical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/6/26	10055 SPRUCE LN, MIDWEST CITY, OK, 73130	Atlas electric I.I.c.	B-26-2036	
7/30/26	10830 SE 28TH ST, MIDWEST CITY, OK, 73130	Lisa Skipper	B-26-2384	
7/30/26	10822 SE 28TH ST, MIDWEST CITY, OK, 73130	Lisa Skipper	B-26-2385	
7/30/26	10814 SE 28TH ST, MIDWEST CITY, OK, 73130	Lisa Skipper	B-26-2386	

Res New Const Mechanical Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
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7/2/26	1062 YAUPON DR, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-2017	
7/2/26	1058 YAUPON DR, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-2018	\$0.00
7/2/26	1054 YAUPON DR, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-2019	\$0.00
7/2/26	1050 YAUPON DR, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-2020	\$0.00
7/2/26	1046 YAUPON DR, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-2021	\$0.00
7/2/26	1042 YAUPON DR, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-2022	\$0.00
7/2/26	1038 YAUPON DR, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-2023	\$0.00
7/2/26	1034 YAUPON DR, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-2024	
7/22/26	205 SHADYBROOK CT, MIDWEST CITY, OK, 73110	ADVENT mechanical	B-26-2129	\$8.00
7/31/26	1211 CYPRESS WAY, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-2347	
7/31/26	1215 CYPRESS WAY, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-2348	\$0.00
7/31/26	1219 CYPRESS WAY, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-2349	\$0.00
7/31/26	1223 CYPRESS WAY, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-2350	\$0.00
7/31/26	1227 CYPRESS WAY, MIDWEST CITY, OK, 73130	Steve Dacus	B-26-2351	\$0.00

\$8.00

Res New Const Plumbing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/7/26	10802 SE 28TH ST, MIDWEST CITY, OK, 73130	Meegan Holman	B-26-2093	
7/7/26	10786 SE 28TH ST, MIDWEST CITY, OK, 73130	Meegan Holman	B-26-2094	
7/9/26	10794 SE 28TH ST, Midwest City, OK, 73130	Meegan Holman	B-26-2138	
7/9/26	10798 SE 28TH ST, Midwest City, OK, 73130	Meegan Holman	B-26-2140	
7/9/26	10790 SE 28TH ST, Midwest City, OK, 73130	Meegan Holman	B-26-2141	
7/30/26	10826 SE 28TH ST, MIDWEST CITY, OK, 73130	Meegan Holman	B-26-2383	

Res Patio Cover Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/31/26	9717 KENT DR, MIDWEST CITY, OK, 73130	Fred Clark	B-26-1550	\$0.00

\$0.00

Res Retaining Wall Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/1/26	8744 PATRIOT DR, MIDWEST CITY, OK, 73110	John Sevier	B-25-2134	\$8,000.00

\$8,000.00

Res Roofing Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
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7/1/26	10602 TUMILTY AVE, MIDWEST CITY, OK, 73130	CANTRELL EXTERIOR FINISHES LLC	B-26-2051	\$10,000.00
7/2/26	104 REDBIRD CIR, MIDWEST CITY, OK, 73110	Parker Brothers Construction and Roofing inc.	B-26-2043	\$15,800.00
7/2/26	3106 PARKLAWN DR, MIDWEST CITY, OK, 73110	Parker Brothers Construction and Roofing inc.	B-26-2064	\$18,500.00
7/2/26	1716 ALBERT DR, MIDWEST CITY, OK, 73130	Patrick Nussbeck	B-26-2014	\$6,400.00
7/6/26	225 E KITTYHAWK DR, Midwest City, OK, 73110	Kyrsten Scott	B-26-2080	\$3,500.00
7/8/26	2029 TURNER DR, MIDWEST CITY, OK, 73110	CANTRELL EXTERIOR FINISHES LLC	B-26-2128	\$11,000.00
7/9/26	3403 BELAIRE DR, MIDWEST CITY, OK, 73110	William Couch	B-26-2144	\$18,000.00
7/9/26	1701 SHANNON DR, MIDWEST CITY, OK, 73130	Laura Jenkins	B-26-2120	\$19,300.00
7/14/26	10824 ASHTON TER, MIDWEST CITY, OK, 73130	Olivia Fuller	B-26-2163	\$14,000.00
7/14/26	1104 BIG OAK DR, MIDWEST CITY, OK, 73110	Harold Hill	B-26-2185	\$14,500.00
7/15/26	1605 N KEY BLVD, MIDWEST CITY, OK, 73110	fernand g diaz	B-26-2191	\$7,000.00
7/15/26	8704 CEDAR RIDGE DR, MIDWEST CITY, OK, 73110	Parker Brothers Construction and Roofing inc.	B-26-2101	\$7,600.00
7/15/26	10523 HERBERT DR, Midwest City, OK, 73130	Parker Brothers Construction and Roofing inc.	B-26-2161	\$21,835.00
7/15/26	10303 ST PATRICK DR, MIDWEST CITY, OK, 73130	Strickland & Sons Construction	B-26-2202	\$6,000.00
7/15/26	421 SHOWALTER DR, MIDWEST CITY, OK, 73110	Cassie Shannon	B-26-2205	\$11,000.00
7/15/26	704 BUCKBOARD LN, MIDWEST CITY, OK, 73130	OK MHM Roofing and Construction OK	B-26-2209	\$27,390.00
7/20/26	3125 ROBIN RD, MIDWEST CITY, OK, 73110	CANTRELL EXTERIOR FINISHES LLC	B-26-2230	\$20,000.00
7/20/26	625 E BOUSE DR, MIDWEST CITY, OK, 73110	CANTRELL EXTERIOR FINISHES LLC	B-26-2231	\$10,000.00
7/20/26	12704 FOREST OAKS DR, MIDWEST CITY, OK, 73020	CANTRELL EXTERIOR FINISHES LLC	B-26-2232	\$32,000.00
7/20/26	302 WOODMAN DR, MIDWEST CITY, OK, 73110	Parker Brothers Construction and Roofing inc.	B-26-2235	\$6,900.00
7/20/26	12623 SE 18TH ST, MIDWEST CITY, OK, 73020	Parker Brothers Construction and Roofing inc.	B-26-2241	\$14,100.00
7/20/26	522 W RICKENBACKER DR, MIDWEST CITY, OK, 73110	Parker Brothers Construction and Roofing inc.	B-26-2242	\$12,100.00
7/20/26	9500 NAWASSA DR, MIDWEST CITY, OK, 73130	Parker Brothers Construction and Roofing inc.	B-26-2243	\$29,500.00
7/21/26	12210 TUSCANY RIDGE RD, MIDWEST CITY, OK, 73130	CANTRELL EXTERIOR FINISHES LLC	B-26-2255	\$48,000.00
7/21/26	305 E STEED DR, MIDWEST CITY, OK, 73110	CANTRELL EXTERIOR FINISHES LLC	B-26-2257	\$8,000.00
7/21/26	11705 TYSON CT, MIDWEST CITY, OK, 73130	CANTRELL EXTERIOR FINISHES LLC	B-26-2270	\$13,000.00
7/21/26	11522 ANDOVER CT, MIDWEST CITY, OK, 73130	CANTRELL EXTERIOR FINISHES LLC	B-26-2272	\$21,000.00
7/23/26	10834 GARRETT COLE DR, MIDWEST CITY, OK, 73130	Israel Lopez	B-26-2276	\$26,000.00
7/27/26	2030 HUNTINGTON RD, MIDWEST CITY, OK, 73130	SALAZAR ROOFING & CONSTRUCTION, INC	B-26-2336	\$15,400.00
7/28/26	9205 SE 15TH ST, MIDWEST CITY, OK, 73130	CANTRELL EXTERIOR FINISHES LLC	B-26-2366	\$45,000.00
7/28/26	12205 TUSCANY RIDGE RD, MIDWEST CITY, OK, 73130	CANTRELL EXTERIOR FINISHES LLC	B-26-2343	\$64,000.00

7/28/26	3100 MEADOWOOD DR, MIDWEST CITY, OK, 73110	CANTRELL EXTERIOR FINISHES LLC	B-26-2344	\$19,000.00
7/28/26	10813 TURTLEWOOD DR, MIDWEST CITY, OK, 73130	JEREMY OWENS ENTERPRISES LLC	B-26-1960	\$0.00
7/28/26	512 N WHITE OAK ST, MIDWEST CITY, OK, 73130	Parker Brothers Construction and Roofing inc.	B-26-2316	\$14,130.00
7/28/26	317 E DOUGLAS DR, MIDWEST CITY, OK, 73110	Parker Brothers Construction and Roofing inc.	B-26-2317	\$5,615.00
7/29/26	3613 RIDGEHAVEN DR, MIDWEST CITY, OK, 73110	Parker Brothers Construction and Roofing inc.	B-26-2372	\$12,500.00
7/29/26	11009 SHEFFIELD ST, MIDWEST CITY, OK, 73130	Rockstar Roofing LLC	B-26-2381	\$23,000.00

\$651,070.00

Res Single-Fam Addition Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/15/26	10724 SE 3RD ST, MIDWEST CITY, OK, 73130	L.C. CONSTRUCTION LLC	B-26-1958	\$22,000.00
7/21/26	316 S POST RD, MIDWEST CITY, OK, 73130	Amonyai Rush	B-26-1886	\$31,485.00
7/22/26	617 BRIARCREST DR, MIDWEST CITY, OK, 73110	Calvin Hiel	B-26-2199	\$26,212.20
7/27/26	10425 SE 19TH ST, MIDWEST CITY, OK, 73130	April De La Rosa	B-26-2016	\$50,000.00

\$129,697.20

Res Single-Fam New Const Bldg Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/7/26	2503 MARSH LN, MIDWEST CITY, OK, 73130	LindaClark	B-26-1464	\$214,850.00
7/7/26	2507 MARSH LN, MIDWEST CITY, OK, 73130	LindaClark	B-26-1463	\$200,900.00
7/29/26	2511 MARSH LN, MIDWEST CITY, OK, 73130	LindaClark	B-26-1872	\$219,750.00
7/29/26	2515 MARSH LN, MIDWEST CITY, OK, 73130	LindaClark	B-26-1871	\$214,850.00

\$850,350.00

Res Single-Fam Remodel Building Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/1/26	2916 BELLA VISTA, MIDWEST CITY, OK, 73110	Frank Protzman	B-26-1998	\$2,000.00
7/1/26	1325 GRAND MANOR, MIDWEST CITY, OK, 73130	Ryan Rutherford	B-26-1935	\$14,500.00
7/1/26	1415 LLOYD DR, Midwest City, OK, 73130	Juan Nava	B-26-2026	\$60,000.00
7/13/26	225 ELM ST, MIDWEST CITY, OK, 73110	Victoria Whitmer	B-26-1969	\$69,765.00
7/15/26	414 E NORTHRUP DR, MIDWEST CITY, OK, 73110	Rebecca Field	B-26-2155	\$75,000.00
7/15/26	414 E NORTHRUP DR, MIDWEST CITY, OK, 73110	Rebecca	B-26-2155	\$75,000.00
7/15/26	4009 LOCUST DR, MIDWEST CITY, OK, 73110	James Coons	B-26-2184	\$50,000.00

\$346,265.00

Res Storm Shelter Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/2/26	394 CANTERBURY RD, MIDWEST CITY, OK, 73130	Jake Chilcoat	B-26-1839	\$6,495.00

7/8/26	13195 RED OAK DR, MIDWEST CITY, OK, 73020	Renay Reed	B-26-2072	\$3,295.00
7/16/26	2006 CHAMPOLI DR, Midwest City, OK, 73020	Brent Hale	B-26-2218	\$3,000.00
7/31/26	1017 LOTUS AVE, MIDWEST CITY, OK, 73130	Luis Ponce	B-26-1963	\$3,900.00
				\$16,690.00

zzRes House Moving (In) Permit

<u>Issued</u>	<u>Location</u>	<u>Applicant</u>	<u>Case #</u>	<u>Value</u>
7/15/26	10301 SE 29TH ST, 713, MIDWEST CITY, OK, 73130	TEFAWN HAIL	B-26-2196	
7/15/26	10301 SE 29TH ST, 713, MIDWEST CITY, OK, 73130	BENNETT TRUCK TRANSPORT	B-26-2196	

Grand Total: \$9,361,170.29



100 N Midwest Boulevard - Midwest City, OK 73110

Inspections Summary - Inspected 7/1/2026 to 7/31/2026

<u>Inspection Description</u>	<u>Count</u>
Accessory Bldg Inspection	4
Building/Electrical General Inspection	4
Buildings - CO Inspection & Sign Off	4
Com Building Final Inspection	3
Com Drainage 1 Inspection	1
Com Drainage2 Inspection	1
Com Drainage3 Inspection	1
Com Drainage3 Reinspection	1
Com Drainage4 Inspection	1
Com Drainage4 Reinspection	1
Com Drainage5 Inspection	1
Com Duct Smoke Detector Test/Inspection (Building)	3
Com Duct Smoke Detector Test/Inspection (Fire Marshal)	2
Com Electrical Ceiling Inspection	3
Com Electrical Final Inspection	10
Com Electrical Ground Inspection	6
Com Electrical Rough-in Inspection	6
Com Electrical Service Inspection	3
Com Electrical Wall Inspection	4
Com Fire Alarm Final Inspection	2
Com Fire Sprinkler Final Inspection	2
Com Fire Sprinkler Rough Inspection	4
Com Footing & Building Setback Inspection	3
Com Footing & Building Setback Reinspection	1
Com Framing Inspection	4
Com Gas Meter Inspection	1
Com Gas Piping Inspection	5
Com Grease Trap Rough Inspection (Building)	1
Com Grease Trap Rough Inspection (Line Maintenance)	1
Com Mechanical Ceiling Inspection	3
Com Mechanical Final Inspection	1
Com Mechanical Rough-in Inspection	3
Com Mechanical Rough-in Reinspection	1
Com Plumbing Final Inspection	2
Com Plumbing Final Reinspection	3
Com Plumbing Ground Inspection	4
Com Plumbing Rough-in Inspection	13
Com Plumbing Rough-in Reinspection	1
Com Retaining Wall Final Inspection	2
Com Retaining Wall Inspection	2
Com Roofing Inspection	1
Com Sewer Service Inspection	5
Com Sewer Service Reinspection	1
Com Temporary Electrical Pole Inspection	1
Com Vent Hood Final Inspection (Building)	1

Com Water Service Line Inspection	2
Com Water Service Line Reinspection	1
Commercial Meter Tap Reinspection	2
Electrical Generator Inspection	3
Engineering Site Inspection (1-2 Residential)	18
Engineering Site Reinspection (Commercial)	6
Fire - CO Inspection & Sign Off	10
Fire - CO Reinspection & Sign Off	1
Hot Water Tank Inspection	15
Hot Water Tank Reinspection	7
Hydro Test Above (Fire)	1
Irrigation System Inspection	2
Irrigation System Reinspection	1
Mechanical Change Out Inspection	26
Mechanical Change Out Reinspection	7
Planning - CO Inspection & Sign Off	17
Planning - CO Reinspection & Sign Off	2
Plumbing/Mechanical General Inspection	2
Pre-Con Site Inspection/Meeting	35
Res Building Final Inspection	9
Res Building Final Reinspection	3
Res Driveway Inspection	21
Res Electrical Final Inspection	24
Res Electrical Final Reinspection	2
Res Electrical Ground Inspection	1
Res Electrical Rough-in Inspection	28
Res Electrical Rough-in Reinspection	9
Res Electrical Service Inspection	32
Res Electrical Service Reinspection	2
Res Fence Inspection	4
Res Footing & Building Setback Inspection	20
Res Footing & Building Setback Reinspection	3
Res Framing Inspection	22
Res Framing Reinspection	2
Res Gas Meter Inspection	3
Res Gas Piping Inspection	13
Res Gas Piping Reinspection	1
Res Insulation Inspection	12
Res Mechanical Final Inspection	16
Res Mechanical Final Reinspection	2
Res Mechanical Rough-in Inspection	18
Res Mechanical Rough-in Reinspection	1
Res Patio Cover Inspection	1
Res Plumbing Final Inspection	18
Res Plumbing Final Reinspection	3
Res Plumbing Ground Inspection	13
Res Plumbing Rough-in Inspection	24
Res Plumbing Rough-in Reinspection	2
Res Retaining Wall Inspection	3
Res Roofing Inspection	20
Res Sewer Service Inspection	19
Res Sewer Service Reinspection	2
Res Storm Shelter Inspection	2
Res Termite Inspection	31
Res Water Service Line Inspection	13
Res Water Service Line Reinspection	1
Residential Meter Tap Inspection	22

Sewer Cap Inspection	1
Special Revocable Permit (Building)	1
Special Revocable Permit (Fire Marshal)	1
Special Revocable Permit (Planning Manager)	1
Stormwater Site Inspection (Residential)	9
Stormwater Site Inspection 5 (Commercial)	1
Utilities - CO Inspection & Sign Off	11
Utilities Site Inspection (Residential)	7
Utilities Site Reinspection (Residential)	1
Utilities Site Reinspection 3-4 (Commercial)	1
Total Number of Inspections:	741



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

Memorandum

TO: Honorable Mayor and Council

FROM: Troy Bradley, Human Resources Director

DATE: August 25, 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 July 2026, which is the first (1) period of FY 2026/2027.

Troy Bradley, Human Resources Director

FISCAL YEAR 2026-2027	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27
PLAN INCOME												
Projected Budgeted (MTD)	1,011,811	1,011,811	1,011,811	1,011,811	1,011,811	1,011,811	1,011,811	1,011,811	1,011,811	1,011,811	1,011,811	1,011,811
Actual (MTD)	942,123											
Projected Budgeted (YTD)	1,011,811	2,023,622	3,035,433	4,047,244	5,059,055	6,070,866	7,082,676	8,094,487	9,106,298	10,118,109	11,129,920	12,141,731
Actual (YTD)	942,123											
PLAN CLAIMS/ADMIN COSTS	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27
Projected Budgeted (MTD)	920,900	1,151,125	920,900	920,900	1,151,125	920,900	920,900	920,900	1,151,125	920,900	1,151,125	920,900
Actual (MTD)	855,609											
Projected Budgeted (YTD)	920,900	2,072,025	2,992,925	3,913,825	5,064,950	5,985,850	6,906,750	7,827,650	8,978,775	9,899,675	11,050,800	11,971,700
Actual (YTD)	855,609											
EXCESS INCOME vs. EXPENDITURES	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27
Projected Budgeted (MTD)	90,911	-139,314	90,911	90,911	-139,314	90,911	90,911	90,911	-139,314	90,911	-139,314	90,911
Actual (MTD)	86,514	0	0	0	0	0	0	0	0	0	0	0
Projected Budgeted (YTD)	90,911	-48,403	42,508	133,419	-5,895	85,016	175,926	266,837	127,523	218,434	79,120	170,031
Actual (YTD)	86,514	0	0	0	0	0	0	0	0	0	0	0

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

July 1/FY 2027: \$2,586,173

July 1/FY 2026: \$2,930,266

July 1/FY 2025: \$3,040,097

July 1/FY 2024: \$2,451,913

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

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Ryan Rushing, Director of Operations

DATE: August 25, 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 2026-2027	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27
Revenue												
Budgeted (MTD)	319,787	-	-	-	-	-	-	-	-	-	-	-
Actual (MTD)	327,200	-	-	-	-	-	-	-	-	-	-	-
Budgeted (YTD)	319,787	319,787	319,787	319,787	319,787	319,787	319,787	319,787	319,787	319,787	319,787	319,787
Actual (YTD)	327,200	327,200	327,200	327,200	327,200	327,200	327,200	327,200	327,200	327,200	327,200	327,200

Expenses												
Budgeted (MTD)	323,947	-	-	-	-	-	-	-	-	-	-	-
Actual (MTD)	419,492	-	-	-	-	-	-	-	-	-	-	-
Budgeted (YTD)	323,947	323,947	323,947	323,947	323,947	323,947	323,947	323,947	323,947	323,947	323,947	323,947
Actual (YTD)	419,492	419,492	419,492	419,492	419,492	419,492	419,492	419,492	419,492	419,492	419,492	419,492

Revenue vs. Expenses												
Budgeted (MTD)	(4,160)	-	-	-	-	-	-	-	-	-	-	-
Actual (MTD)	(92,293)	-	-	-	-	-	-	-	-	-	-	-
Budgeted (YTD)	(4,160)	(4,160)	(4,160)	(4,160)	(4,160)	(4,160)	(4,160)	(4,160)	(4,160)	(4,160)	(4,160)	(4,160)
Actual (YTD)	(92,293)	(92,293)	(92,293)	(92,293)	(92,293)	(92,293)	(92,293)	(92,293)	(92,293)	(92,293)	(92,293)	(92,293)

Key Indicators												
Hotel Room Revenue	238,449	-	-	-	-	-	-	-	-	-	-	-
Food and Banquet Revenue	77,426	-	-	-	-	-	-	-	-	-	-	-

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



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

TO: Honorable Mayor and City Council

FROM: Tiatia Cromar, Finance Director/ City Treasurer

DATE: August 25, 2026

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

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

Risk Management (202) decreased because of the payments for:

Liability lawsuits	<\$662,174>
Property insurance	<\$569,079>

MWC Hospital Authority (425) activities for July:

Compounded Principal (9010) - unrealized loss on investment	<\$112,072>
- transfer to 9050	<\$1,797,642>
- transfer to 9080	<\$599,214>
- capital outlay	<\$1,386,984>
Discretionary (9050) - unrealized loss on investment	<\$52,671>
- transfer from 9010	\$1,797,642
H. A. Grants (9080) - transfer from 9010	\$599,214

Tiatia Cromar

Tiatia Cromar
Finance Director/ City Treasurer

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

(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6/30/2026 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	10,673,275	(66,065)	11,113,728	297,063	(803,581)	(506,518)	10,607,210
10	GENERAL	16,638,947	(136,788)	16,498,991	3,824,479	(3,821,312)	3,168	16,502,159
13	STREET AND ALLEY FUND	2,181,728	-	2,218,925	27,260	(64,457)	(37,197)	2,181,728
14	TECHNOLOGY FUND	1,320,338	-	1,430,722	154,477	(264,861)	(110,384)	1,320,338
15	STREET LIGHT FEE	437,643	-	454,670	50,733	(67,760)	(17,026)	437,643
16	REIMBURSED PROJECTS	1,791,281	(1,600)	1,790,569	13,036	(13,924)	(888)	1,789,681
20	MWC POLICE DEPARTMENT	15,203,611	(2,661)	15,464,424	1,648,492	(1,911,966)	(263,474)	15,200,950
21	POLICE CAPITALIZATION	3,255,809	-	3,064,137	195,134	(3,463)	191,671	3,255,809
25	JUVENILE FUND	122,959	-	122,479	5,590	(5,110)	480	122,959
30	POLICE STATE SEIZURES	84,983	-	84,823	229	(69)	160	84,983
31	SPECIAL POLICE PROJECTS	97,490	-	97,227	263	-	263	97,490
35	EMPLOYEE ACTIVITY FUND	24,398	-	24,159	239	-	239	24,398
36	JAIL	319,902	-	327,246	7,504	(14,847)	(7,343)	319,902
37	POLICE IMPOUND FEE	156,050	-	154,709	3,421	(2,080)	1,341	156,050
40	MWC FIRE DEPARTMENT	10,761,846	(4)	10,799,072	1,296,316	(1,333,546)	(37,231)	10,761,842
41	FIRE CAPITALIZATION	1,918,770	-	1,883,398	70,905	(35,534)	35,371	1,918,770
44	FIRE/ PD TRAINING CENTER	1,182	-	-	2,003	(821)	1,182	1,182
60	CAPITAL DRAINAGE IMP	39,570	-	48,308	39,593	(48,331)	(8,738)	39,570
61	STORM WATER QUALITY	1,424,926	-	1,487,110	111,518	(173,702)	(62,184)	1,424,926
65	STREET TAX FUND	2,681,446	-	2,850,477	57,650	(226,681)	(169,031)	2,681,446
70	EMERGENCY OPER FUND	2,051,461	-	2,020,033	113,995	(82,567)	31,428	2,051,461
75	PUBLIC WORKS ADMIN	2,188,911	-	2,018,934	336,655	(166,678)	169,977	2,188,911
80	INTERSERVICE FUND	818,207	-	741,174	393,606	(316,572)	77,034	818,207
81	SURPLUS PROPERTY	1,125,686	(888,170)	234,653	7,061	(4,199)	2,862	237,515
115	ACTIVITY FUND	402,072	(277)	393,328	24,331	(15,864)	8,467	401,795
123	PARK & RECREATION	5,679,407	(150)	5,565,141	250,441	(136,325)	114,116	5,679,257
141	COMM. DEV. BLOCK GRANT	6,029	-	6,029	47,355	(47,355)	-	6,029
142	GRANTS/HOUSING ACTIVITIES	265,165	-	268,342	2,434	(5,611)	(3,177)	265,165
143	GRANT FUNDS	68,547	(8,547)	60,000	240,270	(240,270)	-	60,000
157	CAPITAL IMPROVEMENTS	12,099,683	(237,135)	12,519,796	474,066	(1,131,315)	(657,249)	11,862,548
172	CAP. WATER IMP-WALKER	1,665,005	-	1,505,290	182,019	(22,303)	159,715	1,665,005
178	CONST LOAN PAYMENT REV	3,573,753	-	3,410,116	213,529	(49,892)	163,637	3,573,753
184	SEWER BACKUP FUND	261,858	-	254,207	7,650	-	7,650	261,858
186	SEWER CONSTRUCTION	6,500,649	(4,284)	6,200,409	404,255	(108,299)	295,956	6,496,365

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

Fund Number	Fund Description	Assets	Liabilities	6/30/2026 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
187	UTILITY SERVICES	2,036,496	(924)	1,987,742	149,708	(101,877)	47,831	2,035,573
188	CAP. SEWER IMP.-STROTH	3,324,768	(49,836)	3,643,918	87,364	(456,351)	(368,987)	3,274,932
189	UTILITIES CAPITAL OUTLAY	4,151,525	(104,112)	4,018,586	28,827	-	28,827	4,047,413
190	MWC SANITATION DEPARTMENT	7,847,220	-	8,070,453	877,678	(1,100,911)	(223,233)	7,847,220
191	MWC WATER DEPARTMENT	9,197,656	(3,081,730)	5,947,574	1,032,493	(864,140)	168,353	6,115,927
192	MWC SEWER DEPARTMENT	8,263,997	(69,487)	8,022,759	978,796	(807,045)	171,751	8,194,510
193	MWC UTILITIES AUTHORITY	1,421,174	-	1,418,058	3,116	-	3,116	1,421,174
195	HOTEL/CONFERENCE CENTER	1,178,691	(1,429,483)	(158,498)	327,200	(419,492)	(92,293)	(250,791)
196	HOTEL 4% FF&E	1,109,736	-	1,097,873	13,088	(1,225)	11,863	1,109,736
197	JOHN CONRAD REGIONAL GOLF	2,444,623	(9,272)	2,335,289	227,413	(127,351)	100,062	2,435,351
201	URBAN RENEWAL AUTHORITY	2,748,664	(36,729)	2,714,813	7,421	(10,300)	(2,879)	2,711,934
202	RISK MANAGEMENT	664,384	-	1,794,331	150,517	(1,280,463)	(1,129,946)	664,384
204	WORKERS COMP	3,438,764	-	3,606,944	101,895	(270,076)	(168,180)	3,438,764
220	ANIMALS BEST FRIEND	205,980	(2,000)	197,173	7,520	(712)	6,808	203,980
225	HOTEL MOTEL FUND	-	-	-	126,641	(126,641)	-	-
230	CUSTOMER DEPOSITS	1,508,895	(1,508,895)	-	4,080	(4,080)	-	-
235	MUNICIPAL COURT	107,965	(107,965)	-	296	(296)	-	-
240	L & H BENEFITS	2,660,321	(54,465)	2,505,741	955,724	(855,609)	100,115	2,605,856
250	CAPITAL IMP REV BOND	1,671,840	(27,388,904)	(25,718,985)	908,451	(906,530)	1,921	(25,717,064)
270	2018 ELECTION G.O. BOND	2,093,577	-	2,083,476	12,998	(2,897)	10,101	2,093,577
272	2022 ISSUE G.O. BOND	815,938	-	833,712	2,203	(19,978)	(17,775)	815,938
310	DISASTER RELIEF	8,362,803	(226,774)	8,184,569	30,212	(78,752)	(48,540)	8,136,029
340	REVENUE BOND SINKING FUND	147,909	-	-	227,032	(79,123)	147,909	147,909
350	G. O. DEBT SERVICES	2,720,778	(14,576)	2,686,326	27,242	(7,366)	19,876	2,706,202
352	SOONER ROSE TIF	1,793,906	-	1,719,421	77,985	(3,500)	74,485	1,793,906
353	ECONOMIC DEV AUTHORITY	59,357,151	(50,227,172)	9,654,547	229,858	(754,426)	(524,568)	9,129,979
354	NORTHSIDE TIF	239,222	(267,076)	(28,500)	646	-	646	(27,854)
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	116,039,407	(73,199)	119,838,974	(83,830)	(3,788,932)	(3,872,762)	115,966,212
425-9050	MWC HOSP AUTH-DISCRETIONARY	30,472,832	(954)	28,941,770	1,747,897	(217,791)	1,530,107	30,471,876
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	11,598,999	(2,500)	11,612,383	2,511	(18,395)	(15,884)	11,596,499
425-9080	MWC HOSP AUTH GRANTS	1,056,706	-	457,492	599,214	-	599,214	1,056,706
425-9090	MWC HOSP AUTH OPIOID SETTLEMENT	1,733,113	(4,919)	1,701,180	27,533	(518)	27,015	1,728,195
	TOTAL	396,257,629	(86,006,654)	314,281,747	19,393,304	(23,424,073)	(4,030,769)	310,250,979



MUNICIPAL AUTHORITY
AGENDA





MUNICIPAL AUTHORITY AGENDA

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

August 25, 2026 - 3:01 PM

Presiding members: Chairman Rick Rice

Trustee Brian Triger

Trustee Pat Byrne

Trustee Raymond Melton

Trustee Marc Thompson

Trustee Sara Bana

Trustee Rick Favors

City Staff:

Asst. City Manager Vaughn Sullivan

Secretary Sara Hancock

Authority Attorney Don Maisch

A. CALL TO ORDER.

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

1. Discussion, consideration and possible action to approve the meeting minutes for July 28, 2026. (Secretary - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2026-2027 increases: Golf Courses, expenditures/Vehicles (48) \$469,234. (Finance - T. Cromar)
3. Discussion, consideration, and possible action of approving Amendment No. 1 to Work Order No. 2503099 with Garver, LLC, in the amount of \$119, 232.00 to provide additional engineering services related to Water Master Plan Project GW-1: Well Rehabilitation. (Public Works - R. Paul Streets)
4. Discussion, consideration, and possible action of approving a contract with Garver, LLC, in the amount of \$200,000.00 to provide engineering services related to Water Master Plan Project WTP-11: Top-end SCADA System Installation. (Public Works - R. Paul Streets)
5. Discussion, consideration, and possible action on Amendment No. 1 to a contract with BKL, Inc., in the amount of \$30,000.00, to conduct a needs assessment, site evaluation, and concept design for the Public Works Facility located at 8730 SE 15th Street, Midwest City, OK. (Public Works - R. Paul Streets)
6. Discussion, consideration, and possible action of declaring various equipment, vehicles and materials 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)

Municipal Authority

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



CONSENT AGENDA



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

Midwest City Municipal Authority Minutes

July 28, 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 Richard Rice called the meeting to order at 5:50 PM with the following member present:

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

Absent: Trustee Favors

CONSENT AGENDA. Byrne made a motion to approve the consent, seconded by Bana. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. Motion Carried.

1. Discussion, consideration and possible action to approve the meeting minutes for June 23, 2026.
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.
3. Discussion, consideration and possible action of approving Resolution MA2026-02 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.
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.

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.
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.

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

ADJOURNMENT.

There being no further business, Chairman Rice adjourned the meeting at 5:51 PM.

ATTEST:

RICHARD R RICE, Chairman

SARA HANCOCK, Secretary



Finance Department

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

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tiatia Cromar, Finance Director

DATE: August 25, 2026

SUBJECT: Discussion, consideration and possible action of approving supplemental budget adjustments to the following funds for FY 2026-2027 increases: Golf Courses, expenditures/Equipment (48) \$469,234.

The supplement is needed to budget for purchase of 74 new golf carts for the golf courses.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

August 25, 2026

Fund GOLF COURSES (197)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
<u>Dept Number</u>	<u>Department Name</u>	<u>Estimated Revenue</u>		<u>Budget Appropriations</u>	
		<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
48	EQUIPMENT (472704)			469,234	
		<u>0</u>	<u>0</u>	<u>469,234</u>	<u>0</u>
Explanation: To purchase 74 new golf cars for the golf course. Funding to come from fund balance.					



Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: August 25, 2026

Subject: Discussion, consideration, and possible action of approving Amendment No. 1 to Work Order No. 2503099 with Garver, LLC, in the amount of \$119, 232.00 to provide additional engineering services related to Water Master Plan Project GW-1: Well Rehabilitation.

The 2025 Sanitary Survey conducted by the Oklahoma Department of Environmental Quality (ODEQ) identified several well houses in need of rehabilitation and repair. Deficiencies included degradation to the foundations and building enclosures. The Water Master Plan identified rehabilitation of Wells 27, 28, 49, 52, 53, and 55 as Project GW-1 as a priority for 2026. Completion of Project GW-1 will address the deficiencies identified by ODEQ in the 2025 Sanitary Survey and create groundwater supply redundancies. On April 28, 2026, the Municipal Authority approved Work Order No. 2503099 to allow Garver to provide the design phase services necessary to make the recommended improvements for these wells. A project kickoff meeting was held on May 13, 2026, and the need for additional services related to property boundary surveys, site specific driveways, external pipe routing, site grading, and coordination with the Oklahoma Department of Environmental Quality on construction permitting issues was identified.

Funds for this project are available in Account No. 172-4910-461.40-05, Project No. 492701.

Approval is at the discretion of the Authority.

Respectfully,

R. Paul Streets
Public Works Director

Attachments



**AMENDMENT TO WORK ORDER NO. 2503099
MIDWEST CITY MUNICIPAL AUTHORITY
Project No. 2503099**

WORK ORDER AMENDMENT NO. 1

This Work Order Amendment No. 1 ("Amendment"), effective on the date last written below, shall amend the original work order between the Midwest City Municipal Authority ("Owner") and Garver, LLC ("Garver"), dated April 29, 2026, referred to in the following paragraphs as the "Work Order."

The Work Order is hereby modified as follows:

SECTION 2 – PAYMENT

1. The language of Section 2 of the Work Order is hereby deleted and replaced with the following:

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

TASK	FEE AMOUNT	FEE TYPE
Task 1 – Project Administration	\$28,510.00	LUMP SUM
Task 2 – Engineering Report	\$30,090.00	LUMP SUM
Task 3 – Preliminary Design	\$184,690.00	LUMP SUM
Task 4 – Final Desing	\$138,670.00	LUMP SUM
Task 5 – Bidding Phase Services	\$20,950.00	LUMP SUM
Task 6 – Construction Phase Services	\$79,020.00	LUMP SUM
Task 7 – Application Engineering Services	\$20,150.00	LUMP SUM
TOTAL FEE	\$502,080.00	

The lump sum amount to be paid under this Work Order is \$502,080.00. Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2028.

Additional Services (Extra Work). For services not described or included in Section 2, but requested yb the Owner in writing, the Owner will pay Garver as expressly set forth in in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2028."

APPENDIX A – SCOPE OF SERVICES

2. Appendix A of the Work Order is hereby deleted and replaced with the attached hereto Appendix A.1.

Terms and conditions of the Work Order not modified herein remain unchanged and in full force and effect.

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



IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

MIDWEST CITY MUNICIPAL
AUTHORITY

GARVER, LLC

By: _____
Signature

By: Mary E. Mach
Signature

Name: _____
Printed Name

Name: Mary Elizabeth Mach
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: August 12, 2026

Attest: _____

Attest: Michael Noyes



APPENDIX A.1 (Scope of Services)

GENERAL

The Scope of Services includes professional services necessary for the development, engineering report, preliminary design, final design, and other services as noted in this scope of services for improvements to the City of Midwest City (Owner) for well houses. The improvements include the development of a standard well house to be designed to meet well sites footprint requirements which include civil, electrical, access and other improvements for well house. Well House 27, 28, 49, 52, 53, and 55 to accommodate the standard well house design site security, and Supervisory Control and Data Acquisition (SCADA) improvements outlined in Owner's 2025 Water Master Plan, completed by Garver. The scope also includes application engineering services at the Water Treatment Plant (WTP) to integrate well house intrusion monitoring into the existing Wonderware InTouch SCADA human-machine interface (HMI) platform. Communication between the well houses and the data aggregation programmable logic controller (PLC) at the WTP, as well as application engineering services for the upgrades at the well houses, are not included in this scope of services.

The task associated with the scope of services is as follows:

1. Task 1 – Project Administration
2. Task 2 – Engineering Report
3. Task 3 – Preliminary Design
4. Task 4 – Final Design
5. Task 5 – Bidding Phase Services
6. Task 6 – Construction Phase Services
7. Task 7 – Application Engineering

TASK 1 – PROJECT MANAGEMENT

The Project Management phase will include general project administration duties and preparation of project management documents, including monitoring the project schedule and budget, reviewing current progress with the Owner on a regular basis, and discussing issues with the Owner as they are noted.

1. Garver will attend one hybrid kick-off meeting, with up to three (3) Garver staff to discuss project objectives, internal and external team, lines of communication, and schedule.
2. Garver will prepare a Project Management Plan (PMP) and Quality Control Plan (QCP) in compliance with Garver project execution standards.
3. Garver will prepare monthly invoicing with percentage complete by task and monthly progress reports. Garver will also coordinate meetings between Garver and Owner staff, site visits, and requests for information as detailed in the following tasks.

Task 2 – ENGINEERING REPORT

Garver will develop an Engineering Report (ER) for the Owner documenting observations, calculations, and technical evaluations. The purpose of the ER is to evaluate and recommend a standard well design, develop an OPCC, and coordinate the proposed improvements between Owner and Oklahoma



Department of Environmental Quality (ODEQ). Garver will provide an ER meeting ODEQ requirements that will contain:

1. Project Planning and Need:
Garver will describe the project background and detail the issues facing the groundwater wells. Additionally, the ER will document the project planning area and need, 20-year population projection, estimated current and future water demands, environmental concerns, and identifiable need(s) for the project. A 20-year population projection is necessary for ODEQ ER requirements. Garver will use the population projections and future water demands from the 2025 Water Master Plan.
2. Existing System Assessment:
Garver will summarize the system assessment that was developed under the 2025 Water Master Plan. The system assessment will identify condition deficiencies in the existing system that may inhibit operations staff from meeting the Owner's drinking water demand.
3. Alternative Evaluation:
Garver will evaluate up to two (2) alternatives for long term operation, consistency, and designed to ODEQ standards. Garver will evaluate well layouts, pipe modification, and standard well house design. For each evaluation, Garver will prepare:
 - a. Descriptions of the advantages and disadvantages of each evaluation.
 - b. An estimated project cost that shall include professional services, contractor overhead and profit, and contingency. The expected range of accuracy for this type of estimate is -30% to +50% of the actual project estimate. Garver does not warranty actual bid amounts will be costs estimated at this stage of the project.
4. Proposed Project and Conceptual Design:
Garver will recommend a single, feasible alternative from those evaluated based on cost estimates and non-monetary factors. Cost analysis will include a 20-year net present worth calculation based on capital cost and long-term O&M costs.
5. Construction Sequencing:
Garver will review potential construction sequencing and overall approach to project implementation of the selected alternative to minimize disruption in the wastewater treatment system.
6. Draft Engineering Report Submittal:
Garver will prepare one (1) electronic copy of the Draft ER and submit for review by Owner. Garver lead a Draft ER Workshop with Owner. Garver will provide meeting minutes from the Workshop. Garver will document Owner input and modify the Draft ER with review comments and discussion items. Those comments agreed to by Owner and Garver will be incorporated into the Final ER.
7. Final Engineering Report Submittal:
Following receipt of Draft comments from Owner, Garver will submit one (1) electronic copy of the Final ER to Owner.

Following approval, Garver will submit one (1) final copy of the ER to ODEQ when directed by Owner. Garver will attend one meeting with Owner and ODEQ to review the report, if required. Garver will revise and resubmit the report one (1) time based upon one (1) round of ODEQ review comments, if required.



Task 3 – PRELIMINARY DESIGN

Upon review and approval of the ER by ODEQ, Garver will progress to Task 2. The preliminary design phase will represent approximately 60% of final construction documents. This design will be limited to six (6) well sites to include standardized well house design and site specific designs. The preliminary design phase submittal will include a submittal of preliminary plans and an opinion of probable construction cost (OPCC). This submittal will not include technical specifications or “front end” contract documents. Preliminary design will include:

- OPCC at an accuracy of Association for Advancement of Cost Engineering (AACE) Class 2 estimation (-5% to +20% accuracy).
 - Preliminary drawings.
 - Review of existing construction documentation to guide preliminary design.
1. The site visit will consist of up to three (3) Garver staff assessing the existing six (6) wells with Owner staff to document existing conditions to guide preliminary design development.
 2. Garver’s subconsultant will complete a field survey and property survey of the project sites for design including up to 6 well sites. Garver’s subconsultant will utilize radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Garver’s subconsultant will locate buildings and other surface structures, streets, drainage features, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site. Garver will utilize field survey data provided directly by subconsultant to create base drawings for design of the project. Property Surveys, Garver’s subconsultant, will locate existing monumentation representing property lines, right of ways, and/or easements based on record data that will be collected by Garver’s subconsultant, through public record research. The survey limits are shown in Exhibit 1.
 3. Owner will provide Garver access to Owner’s geotechnical reports and/or consultant and Garver will direct the location of boring necessary for design development to the Owner. Garver will assist the Owner in coordinating this effort and also list the required lab tests needed for each boring. Owner will pay for the geotechnical services directly, separate from this Agreement. Garver will recommend up to thirteen (13) locations for geotechnical boring.
 4. Garver will prepare an electronic copy of the preliminary design submittal and submit for review by Owner.
 5. Garver will conduct a hybrid preliminary design review workshop with up to three (3) Garver staff to discuss the overall functionality and utility of the proposed improvements. During the workshop, discussions topics and comments made by Owner will be documented in meeting minutes, which will be distributed by Garver following the workshop. Response to Owner’s review comments will also be included in the meeting minutes.

TASK 4 – FINAL DESIGN

1. Garver will incorporate the comments agreed to by Owner and Garver of the preliminary design reviews to complete a final design phase, which will represent approximately 90% of the final construction documents. Garver will also develop the Oklahoma Department of Environmental Quality (ODEQ) Application for Permit to Construct, bid set drawings, details, and specifications



to support design of the included elements in the Preliminary Design. This submittal will include drawings, specifications and an OPCC updated for all final design elements. The OPCC will be an accuracy of AACE Class 1 estimation (-3% to +15% accuracy).

2. Garver will include “front-end” contract documents utilizing Owner’s front-end documents and Garver’s technical specifications for one (1) construction contract.
3. Garver will prepare a final design submittal for Owner review. An electronic copy will be provided to Owner.
4. Garver will conduct a hybrid final design review workshop with up to three (3) Garver staff to discuss the overall functionality and utility of the proposed improvements. During the workshop, discussions topics and comments made by Owner will be documented in meeting minutes, which will be distributed by Garver following the workshop. Response to Owner’s review comments will also be included in the meeting minutes. Garver will incorporate the comments agreed by Owner and Garver in the 90 % Final Design document.
5. Garver will prepare the ODEQ Application for a Permit to Construct for execution by the Owner and submit the construction plans and specifications along with the application to ODEQ when directed by the Owner. These plans will be at a 90% design level and will be signed and sealed per ODEQ application requirements. Owner will pay for the construction permit application fee. One (1) round of ODEQ comments will be coordinated with the Owner and resubmitted to ODEQ. Variance requests are not included in this scope of work.
6. Garver will develop Final Design drawings, details, and technical specifications. These plans will represent a 100% level of design. The Final Design plans will be developed in accordance with applicable and appropriate code requirements. The 100% submittal will include “front-end” contract documents for one (1) bidding document.

TASK 5 – BIDDING PHASE SERVICES

The bidding phase services are anticipated to be conducted over a 30-day duration. During the bidding phase of the project, Garver will:

1. Prepare and submit advertisements for bids to the Owner for newspaper publication as directed by the Owner. Garver will post the advertisement for bids and final design package to Garver’s bidding website. Owner will submit it to the newspaper and will directly pay advertising costs outside of Garver’s bidding website.
2. Post advertisement for bids, construction contract documents, and other associated information to Garver’s bidding website for download by prospective bidders.
3. Support the contract documents by preparing up to one (1) addendum as appropriate and posting them on Garver’s Bidding Website.
4. Prepare for and participate in one (1) pre-bid meeting.
5. Prepare a pre-bid meeting agenda and add a pre-bid memorandum to the bidding website.
6. Participate in and lead a construction site tour following the pre-bid meeting by interested pre-bid meeting attendees and other interested parties.



7. Attend the bid opening.
8. Prepare a bid tabulation and evaluate bids and give a recommendation of award.
9. Attend and participate in recommendation of award to Owner Council.
10. Prepare conformed construction documents.
11. Distribute as required to state agencies and funding agencies.

TASK 6 – CONSTRUCTION PHASE SERVICES

Under previous tasks listed in the Agreement, Garver will prepare construction plans and specifications for one (1) construction contract for the work described in this scope of services. During the construction phase services of the Project, Garver will:

1. Attend monthly progress/coordination meetings for up to a 12-month construction period with the Owner/Contractor.
2. Communicate with the contractor, review reports, and provide clarifications.
3. Evaluate and respond to construction material submittals and shop drawings. Correction or comments made by Garver on the shop drawings during this review will not relieve Contractor(s) from compliance with the requirements of the drawings and specifications. The check will only be for general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, assembly, or various components. When certification of performance characteristics of materials, systems or equipment is required by the contract documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the contract documents. The fee is based on responding to up to thirty-six (36) submittals.
4. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents. The fee is based upon approximately twenty-one (21) RFIs.
5. Review the Contractor's progress payment requests, up to twelve (12) total pay requests, based on the actual quantities of contract items completed and accepted, and make recommendations to the Owner regarding payment. Garver's recommendation for payment shall not be a recommendation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
6. When authorized by the Owner, prepare change orders for changes in the work from that originally provided in the construction contract documents. If redesign or substantial engineering or surveying



is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

7. Participate in final project inspections, prepare punch lists, review final project closing documents, and submit final pay request for each contract. Garver will also provide a project certification letter with final project cost to the Owner.
8. Provide record drawings incorporating any change orders, field changes, or Contractor revisions. All information provided by Contractor or Owner's field representative is considered as correct.

TASK 7 – APPLICATION ENGINEERING SERVICES

The application engineering services are limited to updates to the existing SCADA system HMI at the WTP to support remote monitoring, control and alarm notification for well house improvements. Services related to the PLC applications as required for the integration of process instrumentation signals and security instrumentation signals as defined in the construction contract documents are not included in this scope of services. Additionally, this scope of services does not include integration related to communication between the well houses and the data concentrator PLC at the WTP. Garver will provide the following:

1. Revise the existing configuration and control screen for up to six (6) well houses.
2. Integrate revised well house HMI screens into the existing SCADA HMI application.
3. Update alarm database to support equipment and process alarms up to six (6) well houses.

Garver's provision of the application engineering services described in this paragraph is governed by the language of Appendix B – Application Engineering Limitations, and subject to the following general assumptions:

- The Owner is responsible for verifying and arranging the installation of all applicable network connections and providing a functional network for application deployment.
- The Owner is responsible for relocation, removal, and disposal of any previously installed Owner-owned equipment or cabling unless specifically agreed otherwise herein.
- The Owner's existing network is free of layer 3 protocol and broadcast errors.
- The Owner is responsible for the cost and acquisition of any third-party security certificates necessary for successful deployment. Garver can provide services for security audits and certificate deployment which can be billed at an additional fee.
- The Owner is responsible for any firmware updates to re-used circuit packs, media modules, or cards not specifically identified within this Agreement. Garver can provide services for firmware updates through a change order and billed at an additional fee.
- Application engineering services not specifically called out in this Appendix A will be deemed out of scope.

PROJECT DELIVERABLES

The following will be submitted to the Owner, or others as indicated, by Garver:

1. Electronic PDF Copy of Draft and Final Engineering Report
2. Electronic PDF copy of the Preliminary Design packet
3. Electronic PDF copy of the Final Design packet
4. Electronic PDF copy of the ODEQ submittal



5. Electronic PDF copy of the Bid-Ready documents (signed and sealed for bidding)
6. Electronic PDF copy of all Workshop Presentations and Meeting Minutes
7. Electronic files as requested.

ADDITIONAL SERVICES

Construction observation is recommended for this work on a full-time basis; it is anticipated that either a third party or Owner's staff will be providing the recommended observation during the construction period. This service is therefore not included in this scope of services but can be added by written amendment if agreed to by both Garver and Owner.

EXTRA WORK

The following items are not included under this Agreement but will be considered as extra work:

- Environmental Information Document.
- Construction materials testing.
- Construction observation.
- Design of improvements off-site.
- Utility relocation coordination or design.
- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein
- Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
- Environmental Handling and Documentation beyond a categorical exclusion (CatEx), including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- Water quality modeling or sampling.
- Prepare to serve or serve as an expert witness on behalf of Owner.
- Provide technical or procedural support if proposed permit amendment is protested.
- Warranty Assistance.
- Hydraulic design of well pumps or hydraulic analysis of water distribution system
- Troubleshooting or analysis of pump performance
- Telemetry configuration, installation and troubleshooting
- Any hardware installation
- Process control improvements outside that identified in this scope of services
- HMI improvements outside that identified in this scope of services
- Configurations to the existing SCADA HMI platform outside that identified in this scope of services
- Network configuration

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.



SCHEDULE

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall endeavor to complete the work in accordance with the estimated schedule below:

Phase Description	Estimated Calendar Days
Project Kickoff	10 days from NTP
Draft Engineering Report	60 days from Project Kickoff and Approval of Amendment 1
Draft Engineering Report Workshop	10 days from Submittal of Draft Engineering Report
Final Engineering Report	10 days from Owner approval for Draft Engineering Report Deliverable
Site Survey	30 days from Owner and ODEQ Engineering Report approval
Draft Preliminary Design	30 days from the Site Survey Report
Draft Preliminary Design Review Workshop	10 days after submitted TM
Draft Final Design Deliverable	35 days from Owner approval of the Preliminary Design
Draft Final Design Workshop	10 days after submitted Draft Final Design Deliverable
Bidding Phase Services	30 days from Owner acceptance of Final Design
Construction Phase Services	Anticipated days of construction 365 days
Application Engineering Services	Ongoing during Construction

Exhibit 1 - Survey Locations and Limits

Well: 27

Address: 1124 N DOUGLAS BLVD, MWC, OK



Well: 28

Address: 9101 SE 15TH ST, MWC, OK



Well: 49
Address: 918 E ROSE DR, MWC, OK



Well: 52
Address: 11850 E RENO AVE, MWC, OK



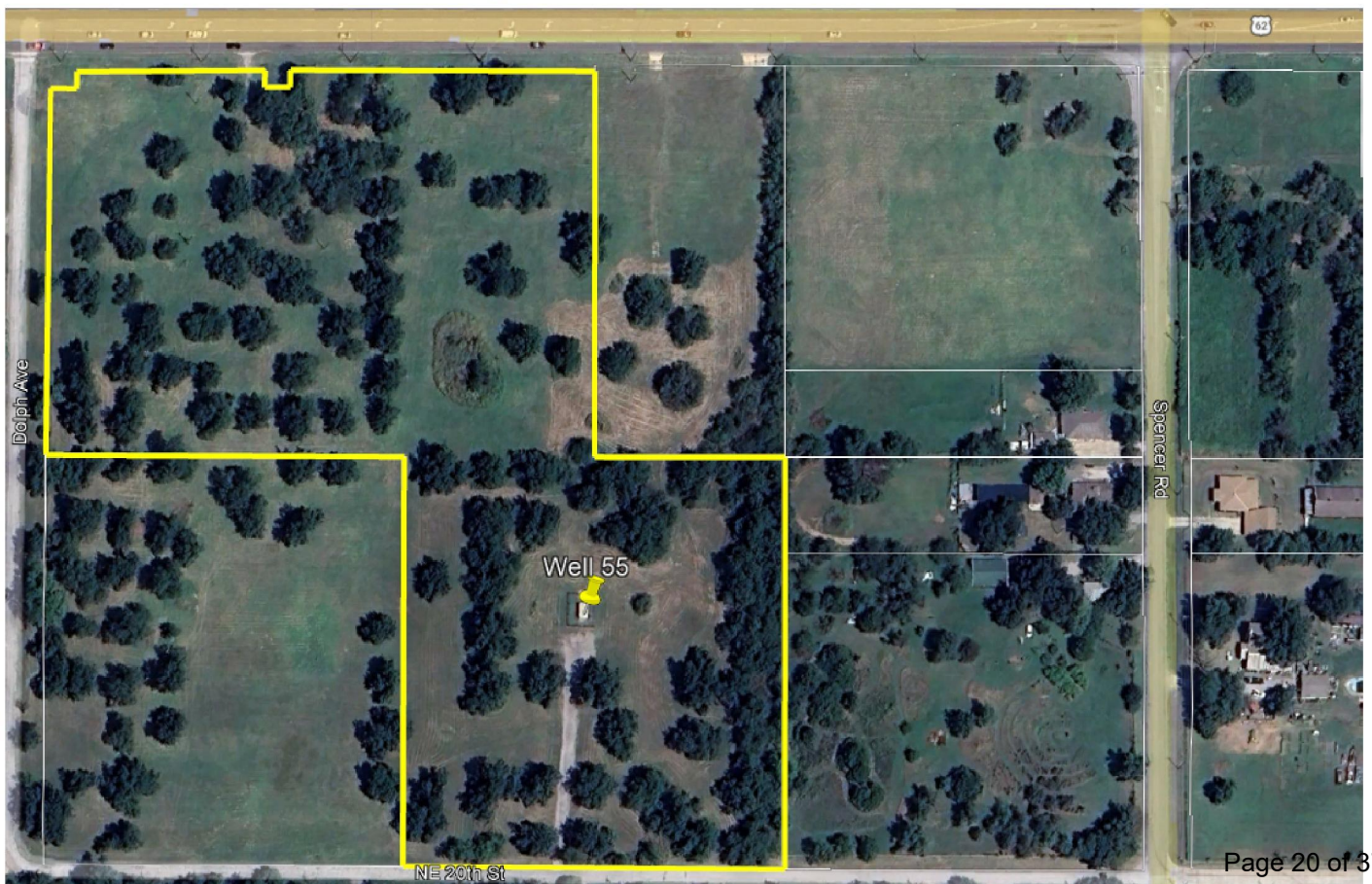
Well: 53

Address: 9431 NE 28TH ST, MWC, OK



Well: 55

Address: 8351 NE 20TH ST, MWC, OK





Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: August 25, 2026

Subject: Discussion, consideration, and possible action of approving a contract with Garver, LLC, in the amount of \$200,000. 00 to provide engineering services related to Water Master Plan Project WTP-11: Top-end SCADA System Installation.

The Water Master Plan identified improvements to the Supervisory Control and Data Acquisition (SCADA) system as Project WTP-11 as a priority for 2029. Communication issues have developed between the Water Treatment Plant and Felix Place Booster Station wells that have required that these improvements begin sooner than anticipated. Completion of Project WTP-11 will address the communication issues currently being experienced at the Felix Place Booster Station wells and design improvements to the SCADA system and its control room, including new network rack hardware, servers, and operating systems, as outlined in the Water Master Plan. Work Order No. 2600446 will allow Garver to provide the design phase services necessary to make the recommended improvements to the SCADA system.

Funds for this project are available in Account No. 172-4910-461.40-05, Project No. 492502.

Approval is at the discretion of the Authority.

Respectfully,

R. Paul Streets
Public Works Director

Attachments



Work Order No. 2600446
to the
Master Agreement
For
Professional Services
Midwest City Municipal Authority
Project No. 2600446



This WORK ORDER ("**Work Order**") is made by and between the **Midwest City Municipal Authority**, (hereinafter referred to as "**Owner**") and **Garver, LLC**, (hereinafter referred to as "**Garver**") in accordance with and subject to the provisions of the PROFESSIONAL SERVICES AGREEMENT entered into between the parties on June 24, 2025 (the "**Agreement**").

Under this Work Order, the Owner intends to procure professional services for the Water Treatment Plant SCADA improvements and On-call services. These services will be delivered according to the schedule in Exhibit A.

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

SECTION 1 - SCOPE OF SERVICES

1.1 Notwithstanding anything in the Agreement to the contrary, Garver shall provide the following services ("**Services**") in accordance with the care and skill ordinarily exercised by members of Garver's profession as of the effective date of the Agreement, practicing under the same or similar circumstances:

- 1.1.1 See attached Appendix A for Scope of Services.
- 1.1.2 Notwithstanding anything in the Agreement to the contrary, Garver shall provide its Services as expeditiously as is prudent considering the industry standard of care, and in no event shall Garver be subject to delay damages.
- 1.1.3 Garver shall indemnify and hold harmless the Owner from and against any and all third-party claims for bodily injury (including death) and tangible property damage to the extent such claims are caused by Garver's or its personnel's negligent performance of the Services. Notwithstanding anything in the Agreement to the contrary, the indemnity set forth in this Work Order, Section 1.1.3, is Garver's sole indemnity obligation in relation to the Services.

1.2 In addition to those obligations set forth in the Agreement, Owner shall:

- 1.2.1 Give thorough consideration to all documents and other information presented by Garver and inform Garver of all decisions within a reasonable time so as not to delay the Services.
- 1.2.2 Make provision for the personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- 1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.
- 1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- 1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.



- 1.2.6 Pay all plan review and advertising costs in connection with the project.
 - 1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
 - 1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
 - 1.2.9 Furnish Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the project specific requested information.
- 1.3 Notwithstanding anything in the Agreement to the contrary, to the fullest extent allowed under applicable law, neither party (including its subconsultants, agents, assignees, affiliates, and vendors) shall be liable to the other for any special, consequential, indirect, punitive, exemplary, or incidental damages of any kind regardless of the cause or action, and Garver's (including its subconsultants, agents, assignees, affiliates, and vendors) total aggregate liability under the Agreement shall be limited to 100% of the fee received by Garver under the approved work order giving rise to the liability, regardless of the cause or action (including negligence of any kind or character).

SECTION 2 – PAYMENT

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

Basic Services Task	FEE AMOUNT	FEE TYPE
Task 1 – Project Administration	\$15,280.00	Lump Sum
Task 2 – Conceptual Design	\$22,160.00	Lump Sum
Task 3 – Preliminary Design	\$28,310.00	Lump Sum
Task 4 – Final Design	\$34,250.00	Lump Sum
Task 5 – SCADA On-Call Services	\$100,000.00	Hourly NTE
BASIC SERVICE TOTAL FEE	\$200,000.00	

The lump sum amount for Task 1 – Task 4 to be paid under this Work Order is \$100,000.00. Any unused portion of the fee, due to delays beyond Garver's control, will be increased six percent (6%) annually with the first increase effective on or about July 1, 2027.

The Owner will pay Garver for Service rendered for Task 5 at the agreed upon rates, as shown in Exhibit B, for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under Task 5 under this Agreement is estimated to be \$100,000.00. The actual total fee may exceed this estimate. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2027.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost travel, long distance and wireless communication, outside reproduction and presentation material preparation, and mail/courier expenses.
2. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.



Additional Services (Extra Work). For services not described or included in Section 2, but requested by the Owner in writing, the Owner will pay Garver as expressly set forth in the applicable Amendment, or in the event the Amendment is silent, for the additional time spent on the Project, at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2027.

SECTION 3 – APPENDICES

3.1 The following Appendices are attached to and made a part of this Work Order:

- 3.1.1 Appendix A – Scope of Services
- 3.1.2 Appendix B – Hourly Rate Schedule
- 3.1.3 Appendix C – SCADA Limitations



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

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

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

**MIDWEST CITY MUNICIPAL
AUTHORITY**

GARVER, LLC

By: _____
Signature

By: D. N. Olson
Signature

Name: _____
Printed Name

Name: Daniel N. Olson, PE
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: 06/25/2026

Attest: _____

Attest: Brianna *[Signature]*



APPENDIX A SCOPE OF SERVICES

GENERAL

Generally, the scope of services includes design for Supervisory Control and Data Acquisition (SCADA) system upgrades at the Midwest City Water Treatment Plant, consisting primarily of rehabilitation of the plant's top-end SCADA infrastructure. Planned improvements include:

- New SCADA server hardware
- New SCADA workstations
- New networking devices including switches and firewalls
- Modifications to existing SCADA control room to accommodate new hardware
- New Human Machine Interface (HMI) screens will not be a part of the design
- Existing control schemes will not be a part of the design

The new hardware will be designed for a future SCADA conversion from the existing Wonderware application to a new selected application. This scope includes design of the hardware only, with bidding, construction, and software programming for the SCADA system conversion to be performed as part of a future project.

Garver's provision of the SCADA services is governed by the language of Appendix C – SCADA Limitations, and subject to the following general assumptions:

- The Owner is responsible for verifying and arranging the installation of all applicable network connections and providing a functional network for application deployment.
- The Owner is responsible for relocation, removal, and disposal of any previously installed Owner-owned equipment or cabling unless specifically agreed otherwise herein.
- The Owner's existing network is free of layer 3 protocol and broadcast errors.
- The Owner is responsible for the cost and acquisition of any third-party security certificates necessary for successful deployment. Garver can provide services for security audits and certificate deployment which can be billed at an additional fee.
- The Owner is responsible for any firmware updates to re-used circuit packs, media modules, or cards not specifically identified within this Agreement. Garver can provide services for firmware updates through a change order and billed at an additional fee.
- SCADA services not specifically called out in this Appendix A will be deemed out of scope.

TASK 1 - PROJECT MANAGEMENT

The Project Management phase will include general project administration duties and preparation of project management documents, including monitoring the project schedule and budget, reviewing current progress with the Owner on a regular basis, and discussing issues with the Owner as they noted.

1. Garver will attend one onsite kick-off meeting, with up to four (4) Garver staff to discuss project objectives, internal and external team, lines of communication, and schedule. A site visit will follow kickoff meeting.
2. Garver will prepare a Project Management Plan (PMP) and Quality Control Plan (QCP) in compliance with Garver project execution standards.
3. Garver will prepare monthly invoicing with percentage complete by task and monthly progress reports. Garver will also coordinate meetings between Garver and Owner staff,



site visits, and requests for information as detailed in the following tasks.

TASK 2 - CONCEPTUAL DESIGN

Garver will develop a Conceptual Design Technical Memorandum (TM) and an opinion of probable construction cost in digital format. The Conceptual Design will be based on the system assessment done under the 2025 Water Master Plan, developed by Garver. This conceptual submittal will be for the purpose of coordinating the proposed SCADA improvements with the Owner and developing a conceptual level OPCC with a Class 4 estimation (-30% to +50% range of accuracy) defined by Associated for the Advancement of Cost Engineering (AACE) for the Project. Aspects of the Conceptual Design TM shall include:

1. Proposed SCADA rack hardware and software such as servers and operating systems.
2. Evaluation of required modifications to the SCADA control room to accommodate new SCADA rack.

Garver will submit a draft Conceptual Design TM, and Garver will lead a hybrid Conceptual Design review workshop with up to four (4) Garver staff at the Owner office, including representatives of the Owner's IT Department for comment and input. Garver will incorporate comments from the Owner in the Preliminary Design. Garver will proceed with Preliminary Design after the Conceptual Design TM is approved by the Owner in writing.

TASK 3 - PRELIMINARY DESIGN (60%)

Garver will begin Preliminary Design (60%) upon approval of Conceptual Design TM. The Preliminary Design phase will represent approximately 60% percent of final construction contract plans. The Preliminary Design (60%) phase submittal will include up to 10 sheets of drawings, technical specifications, and an OPCC with AACE Class 3 estimation (-15% to 20% range of accuracy). This submittal will not include "front end" contract documents.

Garver will submit the Preliminary Design submittal in digital format, and Garver will lead a hybrid Preliminary Design review workshop with up to four (4) Garver staff at the Owner office, including representatives of the Owner's IT Department for comment and input. Garver will incorporate comments from the Owner on the preliminary design in the Final Design. Garver will proceed with Final Design after the Preliminary Design is approved by the Owner in writing.

TASK 4 - FINAL DESIGN (100%)

Garver will begin Final Design (100%) upon approval of the Preliminary Design. The Final Design phase will represent approximately 100% percent of final construction contract plans. The Final Design (100%) phase submittal will include up to 10 sheets of drawings, technical specifications, and an OPCC with AACE Class 1 estimation (-10% to 15% range of accuracy), and "front-end" contract documents utilizing Engineers Joint Contract Documents Committee (EJCDC) front-end documents.

Garver will submit the Final Design submittal in digital format, and Garver will lead a hybrid Final Design review workshop with up to four (4) Garver staff at the Owner office, including representatives of the Owner's IT Department for comment and input. Garver will incorporate comments from the Owner on the Final Design submittal.

TASK 5 – ON-CALL APPLICATION ENGINEERING

Task 5 services include on-call services for the SCADA system at Owner's WTP and Groundwater Well facilities. Garver will provide on-call Application Engineering (programming) of SCADA software and programming for programming for programmable logic controllers (PLCs) for functional control



and monitoring of treatment processes as requested by Owner until the fee is depleted. More specifically, subject to the provisions of Appendix C, Garver will perform on-call SCADA troubleshooting and optimization upon written request and approval by Owner and according to a mutually agreed upon schedule.

PROJECT DELIVERABLES

The following will be submitted to the Owner, or others as indicated, by Garver:

1. Electronic copy of the Draft and Final Conceptual Design TM submittal.
2. Electronic copy of the Draft and Final Preliminary Design (60%) submittal.
3. Electronic copy of the Draft and Final Design (100%) submittal.
4. Electronic files as requested.

EXTRA WORK

The following items are not included under this Agreement but will be considered as extra work:

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Design of any programmable logic controller (PLC) upgrades or improvements pertaining to collective or individual control systems within the plant.
4. Design of any plant-wide communication upgrades pertaining to the plant control system.
5. Bidding services.
6. Construction phase services.
7. Design of any utilities relocation.
8. Retaining walls or other significant structural design.
9. Electrical design beyond that required for powering new SCADA hardware.
10. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
11. Construction materials testing.
12. Services after construction, such as warranty follow-up, operations support, etc.
13. Services necessitated by errors, omissions, or inaccuracies in information provided or specified by Owner or a separate consultant of Owner, including the Contractor(s).
14. Special inspections during construction, including but not limited to those required per the International Building Code (IBC) or other special inspections per the authority having jurisdiction (AHJ).
15. Telemetry configuration, installation and troubleshooting.
16. Any hardware installation and replacement as part of these services.

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.



SCHEDULE

Garver shall begin work under this Agreement within ten (14) days of a Notice to Proceed and shall complete the work in accordance with the estimated schedule below:

Phase Description	Estimated Schedule
Kickoff Meeting	14 days from notice to proceed
Task 2 – Draft Conceptual Design TM	60 days after kickoff meeting
Task 2 – Draft Conceptual Design Workshop	14 days after Draft Conceptual Design TM Submittal
Task 2 – Final Conceptual Design TM	14 days after Draft Conceptual Design TM Workshop
Task 3 – Draft Preliminary Design Submittal	60 days after Approval of Conceptual Design TM
Task 3 – Preliminary Design Workshop	14 days after Draft Preliminary Design Submittal
Task 3 – Final Preliminary Design Submittal	14 days after Preliminary Design Workshop
Task 4 – Draft Final Design Submittal	60 days from approval of Final Preliminary Design Submittal
Task 4 – Draft Final Design Workshop	14 days after Draft Final Design Submittal
Task 4 – Final Design Submittal	14 days after Final Design Workshop
Task 5 – On-Call Application Engineering	As needed

Appendix C

SCADA Limitations

This Appendix C (“**Appendix**”) outlines the limitations of the SCADA services described in Appendix A to Work Order No. 2600446 (the “**Services**”). Terms not defined herein shall have the meaning assigned to them in the Work Order.

1. Owner Infrastructure. Owner is responsible for the underlying data infrastructure related to the Services, including network and virtualization, if any, as well as any operating system patches and anti-virus software installation and support, and all related updates for the forgoing items. Systems must be capable of supporting the solutions contemplated by the Services. Owner will ensure its systems, databases, storage and network infrastructure, including software (including operating systems), have current licensing, maintenance, and support, and shall be responsible for any associated costs with the same.
 - 1.1 The Owner acknowledges that Garver may use, process, or store information related to the Services, including any of the Owner’s data provided to Garver (“**Owner Data**”), for purposes related to the Owner’s use of the Services or the function of the Services, and the Owner consents to such use, process, and storage. Such purposes may include: (a) Managing and administering the Services; (b) Enabling third parties engaged by Garver to provide the Services on Garver’s behalf; (c) Assisting the Owner with inquiries; (d) Charging the applicable fees; and (e) Ensuring that Garver’s internal business operations are running smoothly, including the management of any reporting or legal requirements. The Owner will obtain all necessary consents, as required by applicable law, for Garver’s use, disclosure, processing, and storage of Owner Data used to provide the Services.
 - 1.2 “**Aggregate Information**” means data and information which is related to Owner’s use of the Services and used by Garver in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services. The Owner agrees that Garver may collect, use, store, and disclose Aggregate Information for analysis, analytics, marketing, or other business purposes. All Aggregate Information will be used in an aggregate and anonymous form and will not identify any individual.
2. Remote Access. If applicable, Owner will provide Garver with VPN access to allow for remote performance of the Services. Owner acknowledges and agrees that Garver’s performance of any such remote Services will be contingent upon Owner providing Garver reasonable remote access to the Owner’s network sufficient to perform the Services within the required schedule. In no event shall Garver be responsible for delays or damages associated with Garver’s inability to access Owner’s network due to a breakdown, interruption, or malfunction of Owner-provided access.
3. DISCLAIMER. OWNER ACKNOWLEDGES AND AGREES THAT GARVER DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT (i) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIREABLE DATA OR SOFTWARE; OR (ii) UNAUTHORIZED THIRD PARTIES (e.g. HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE OWNER’S DATA, WEBSITES, COMPUTERS, OR NETWORKS. GARVER WILL NOT BE LIABLE FOR SUCH ACTIVITIES NOR WILL SUCH ACTIVITIES CONSTITUTE A BREACH BY GARVER OF ITS OBLIGATIONS UNDER THIS WORK ORDER.
4. Ownership. The Owner acknowledges that Garver owns all rights, title, and interest, including reuse, (“**Intellectual Property Rights**”) in the Services and in all customizations of the Services and its related documentation and any Intellectual Property Rights created in the course of providing the Services. All Intellectual Property Rights made available or disclosed to the Owner in the provision of the Services are and shall remain the sole and exclusive property of Garver and, except for the limited license to use the Intellectual Property as part of the Owner’s use of the Services in accordance with the Work Order, no right, title, or interest is granted in the Intellectual Property. For clarity, no right, title, or interest in Owner’s existing infrastructure or Owner Data is transferred to Garver under this Agreement. As between the Parties, the Owner owns all Intellectual Property Rights in the Owner Data.

- 5.1 Improvements. Garver and its affiliates own all rights, title and interest, including all Intellectual Property Rights, in and to any improvements to the Services or any new programs, upgrades, modifications or enhancements thereto, even when such refinements and improvements result from the Owner's feedback. To the extent, if any, that ownership in such refinement(s) and improvement(s) does not automatically vest in Garver or its affiliates by virtue of this Agreement or otherwise, the Owner hereby transfers and assigns to Garver all rights, title, and interest which the Owner may have to such refinements and improvements.
- 5.2 Reuse. To the extent the Owner modifies or reuses the Services or Intellectual Property Rights, the same shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property Rights or Services contrary to the rights permitted herein.
- 5.3 Suspected Infringement. Each Party will immediately notify the other Party in writing if it becomes aware of any actual or suspected infringement of the respective Party's Intellectual Property Rights or the respective Party's confidential information.
5. DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS WORK ORDER, ALL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND GARVER DISCLAIMS IN THEIR ENTIRETY ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GARVER DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR INVULNERABLE. The Services may include gateways, links, or other functionality that allows Owner to access third-party services, content, and material. Garver does not supply and is not responsible for any third-party services, content, or material, which may be subject to their own licenses, end-user agreements, privacy and security policies, and terms of use. ALL THIRD-PARTY SERVICES, CONTENT, AND MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND FROM GARVER.
6. SCADA Application Development. If included as a part of the Services, Garver will develop new graphic screens and/or PLC programming ("**Garver Applications**").
- 6.1 Garver Property.
- 6.1.1 Reservation of Rights. Notwithstanding any provision to the contrary, Garver and its licensors are and remain the sole owners of the Garver Applications, Garver technical infrastructure, and all Garver proprietary information and its underlying software ("**Garver Proprietary Information**"). Owner may not remove or modify any proprietary marking or restrictive legend in the Garver Proprietary Information (if any). Garver reserves all rights not expressly granted in this Work Order.
- 6.1.2 Restrictions. Owner may not: (i) Sell, resell, rent, transfer, assign, or lease the Garver Proprietary Information or use Garver Proprietary Information in a service provider capacity; (ii) Use the Garver Proprietary Information in a manner that violates applicable law, rules, regulations, and/or ordinances; (iii) Store or transmit material in violation of third-party rights; (iv) Interfere with or disrupt the integrity or performance of the Garver Proprietary Information; (v) Attempt to gain unauthorized access to the Garver Proprietary Information or related systems or networks; (vi) Reverse engineer, disassemble, or decompile the Garver Proprietary Information, except as otherwise required by law; (vii) Allow others to use the Garver Proprietary Information for the benefit of any third party outside of the rights granted elsewhere in this Work Order; or (viii) Access the Garver Proprietary Information to build a competitive service or product, or copy any feature, function, or graphic for competitive purposes.
- 6.1.3 THIRD-PARTY CLAIMS FOR INFRINGEMENT. Should the Garver Applications become or, in Garver's reasonable opinion, be likely to become the subject of any claim that infringes or

violates or otherwise constitutes a wrongful use of Intellectual Property Rights, Garver will, at its option: (i) Procure for Owner the necessary rights to continue to use the infringing material, or (ii) Replace or modify the infringing material to make them non-infringing, but functionally equivalent. If none of the foregoing is reasonable, in Garver's reasonable discretion, Owner shall return the infringing Deliverables and Garver will promptly refund the Owner a pro rata amount of any prepaid fees applicable to the unutilized Services. **Exclusions.** Garver has no obligation to the extent a claim arises from: (i) Garver's compliance with Owner's specifications; (ii) A combination of the Garver Applications with other technology or aspects where the infringement would not occur but for the combination; (iii) Owner-provided data or information; or (iv) Technology or aspects not provided by Garver. Owner will indemnify Garver for any damages arising from third-party claims that the Owner information or Owner's Intellectual Property Rights, used by Garver in connection with the Services, infringe any patent, copyright, trademark, or trade secret right owned by such third party.

6.1.4 THIS SECTION CONTAINS GARVER'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT.

7. Software Updates. Owner is solely responsible for maintaining software support agreements with the applicable software developers that will enable access to free software updates and support. In no event will Garver provide software licenses or updates or pay software fees associated with upgrades.
8. SCADA Services Limitation of Liability. EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, GARVER'S AGGREGATE AND TOTAL LIABILITY UNDER THIS WORK ORDER FOR ANY AND ALL CLAIMS ARISING OUT OF SCADA SERVICES AND/OR ANY RELATED SUPPORT OR MAINTENANCE FOR THE SAME SHALL NOT EXCEED AMOUNTS PAID BY THE OWNER TO GARVER UNDER THIS WORK ORDER FOR SCADA SERVICES IN THE SIX (6) MONTHS PRIOR TO THE DATE THE CLAIM AROSE, REGARDLESS OF THE CAUSE OR ACTION (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE OF ANY KIND OR CHARACTER). THE PARTIES AGREE THAT THIS LIMITATION OF LIABILITY SHALL SURVIVE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF AN EXCLUSIVE REMEDY. The foregoing exclusions and limitations shall apply to the maximum extent permitted by applicable mandatory law (and Garver's liability shall be limited or excluded as permitted under mandatory applicable law).

By accepting and utilizing the Services, Owner acknowledges that they have read, understood, and agreed to the terms and conditions outlined in this Appendix. Notwithstanding anything in the Work Order to the contrary, the provisions of this Appendix shall control and take precedence in the event of any conflict with the provisions of the Agreement.



Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: August 25, 2026

Subject: Discussion, consideration, and possible action Amendment No. 1 to a contract with BKL, Inc., in the amount of \$30,000.00, to conduct a needs assessment, site evaluation, and concept design for the Public Works Facility located at 8730 SE 15th Street, Midwest City, OK.

The Public Works Department main office and equipment yard are currently located at 8730 SE 15th Street, Midwest City, Oklahoma 73110, with satellite locations at the Water Treatment Plant and Water Resources Recovery and Compost Facility. The facility was constructed in 1970 and includes offices for public works staff; storage for maintenance equipment, vehicles and materials; a transfer station and scale; polycart wash bay; dumpster refurbishment area; a household hazardous waste storage area; and a yard for storing materials. The Fleet Department, which includes Surplus Property operations and storage, is co-located on this site. The existing office space, locker room space, equipment storage and parking, and central purchasing facilities are inadequate and do not meet the current operational needs of the Public Works Department.

To address these issues and more, Public Works began planning for a future remodel of the Public Works facility in FY 2019/2020, and a Request for Proposals from qualified firms was published on May 15, 2024, on the City's website. Nine (9) proposals were received, and from those, four (4) firms were selected for interviews. The selection committee scored each interview, and BKL, Inc., was the highest scoring firm due to their experience with other similar municipal projects. A contract with BKL, Inc., was approved by the Municipal Authority on December 10, 2024, and work began on the project in January 2025. A final draft master plan for the Public Works Facility was received in September 2025. In order to mirror work being done on the Water, Wastewater, and Stormwater Master Plans, additional work to create project cost justification sheets was requested that was not included in the original scope of work. Amendment No. 1 amends the contract scope of work and fee to include a task to develop these detail sheets.

Funding for this project in the amount of \$30,000.00 is available in Account No. 075-3010-480.40-14, Project No. 302203. Action is at the discretion of the Authority.

Respectfully,

R. Paul Streets
Public Works Director
Attachment

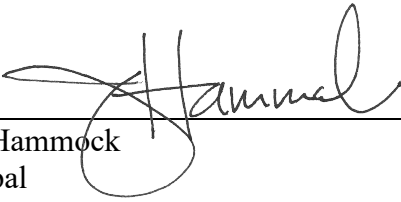
**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN
BKL, INC.
AND
MIDWEST CITY MUNICIPAL AUTHORITY**

Pursuant to Paragraph 24 of the Agreement between BKL, Inc., and the Midwest City Municipal Authority, executed on December 10, 2024, the following amendment is hereby agreed to between the parties:

Attachment A and Attachment B of the contract are hereby amended to add and include the following tasks and costs to the Agreement. The attachment to this amendment is in addition to the original attachments and does not replace the original attachments.

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

FOR BKL, INC.:



Jenni Hammock
Principal
Date: 07/14/26

FOR THE MIDWEST CITY MUNICIPAL AUTHORITY

Tim Lyon
General Manager
Date: _____

SARA HANCOCK, SECRETARY

REVIEWED for form and legality.

DONALD D. MAISCH, CITY ATTORNEY



BKL Architects | Engineers

1623 East 6th Street
Tulsa, Oklahoma 74120

918-835-9588
www.bklinc.com

April 14, 2026

Midwest City Municipal Authority
c/o City of Midwest City Public Works Auth
Attn: Carrie Evenson
100 N. Midwest Boulevard
Midwest City, OK 73110

**City of Midwest City Public Works Department Masterplan
Amendment Request 01 – Creation of Individual Cost Justification Sheets, Additional fee**

Carrie Evenson,

Per the request of the City of Midwest City Public Works, the following fee request covers additional Cost Justification pages to graphically represent each proposed line item within the Public Works Masterplan. The scope includes the development of approximately 25 individual project sheets to further detail costs, scope, timeline, and benefits of each proposed change.

TOTAL AMENDMENT REQUEST	\$30,000.00
--------------------------------	--------------------

Thank you for your consideration of this amendment to our contract. If there is anything you would like to discuss in more detail, please don't hesitate to reach out to me.

Regards,

A handwritten signature in black ink, appearing to read 'JHammock', written over a circular stamp or seal.

Jenni Hammock, AIA, NCARB
Principal
BKL, Inc.



Public Works Administration

8730 S.E. 15th Street,
Midwest City, Oklahoma 73110

Public Works Director

pstreets@midwestcityok.org

(405) 739-1061

Assistant Public Works Director

cevenson@midwestcityok.org

(405) 739-1062

www.midwestcityok.org

To: Honorable Chairman and Trustees

From: R. Paul Streets, Public Works Director

Date: August 25, 2026

Subject: Discussion, consideration, and possible action of declaring various equipment, vehicles and materials 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 No. 41-03-06, 2007 IHC Rear Loader, VIN #1HTWGAAR67J506688
- Unit No. 41-10-09, 2000 Steco Transfer Station Trailer, VIN # 5EWS4029Y1253293
- Unit No. 41-03-38, 2014 Peterbilt Semi Truck, VIN # 1XPSD79X8ED243656
- Unit No. 41-03-40, 2014 Peterbilt Front End Loader, VIN # 3BPZL20X7EF240680
- Unit No. 41-03-41, 2014 Peterbilt Front End Loader, VIN # 3BPZL20X9EF250126
- Unit No. 42-02-10, Chevy 3500 3/4 Ton Pickup, VIN #1GBHC24UX2Z325762
- Unit No. 43-03-18, Chevy 3500 1 Ton Pickup, VIN #1GCJC39U65E294890
- Unit No. 43-03-02, Chevy 3500 1 Ton Pickup, VIN #1GBJC34U73E253788
- Brother Facsimile Transceiver, Model # FAX4100e, Serial # U61639M1J334046
- Miscellaneous fire hoses (approximately 100 hoses)
- Aluminum shoring jacks, panels and components
- Miscellaneous fire hydrant parts (above ground tops)
- Miscellaneous used water main pipe (ductile iron, cast iron, steel pipe)
- Miscellaneous streetlight poles (approximately 20)

Action is at the discretion of the Municipal Authority.

Respectfully,

R. Paul Streets
Public Works Director



NEW BUSINESS/
PUBLIC DISCUSSION





HOSPITAL AUTHORITY
AGENDA





HOSPITAL AUTHORITY AGENDA

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

August 25, 2026 - 3:02 PM

Presiding members: Chairman Rick Rice

Trustee Brian Triger

Trustee Pat Byrne

Trustee Raymond Melton

Trustee Marc Thompson

Trustee Sara Bana

Trustee Rick Favors

City Staff:

Asst. City Manager Vaughn Sullivan

Secretary Sara Hancock

Authority Attorney Don Maisch

A. CALL TO ORDER.

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

1. Discussion, consideration and possible action to approve the meeting minutes for July 28, 2026. (Secretary - S. Hancock)
2. Discussion, consideration and possible action of approving supplemental budget adjustments to the following fund for FY 2026-2027 increases: Hospital Authority, revenue/Miscellaneous (90) \$1,280; revenue/Miscellaneous (90) \$2,058. (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 and consideration of entering into a contract to purchase 600 National AV (a/k/a a certain 3.26-acre parcel located in the Southeast Quarter of Section 34, Township 12 North, Range 2 West, I.M.) from the University of Oklahoma Board of Regents for an amount not to exceed One Million, Four Hundred and Forty-Five Dollars (\$1,445,000) plus Closing costs; to authorize payment for the purchase price and Closing costs from the Midwest City Memorial Hospital Authority Compounded Principal Funds; and to authorize the Chairman and/or General Manager to execute all documents associated with the transaction. (City Manager - T. Lyon)

Hospital Authority

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



CONSENT AGENDA



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

Midwest City Memorial Hospital Authority Minutes

July 28, 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 Richard R. Rice called the meeting to order at 5:51 PM with 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		Authority Attorney Don Maisch

Absent: Trustee Rick Favors

CONSENT AGENDA. Byrne made a motion to approve the consent, seconded by Bana. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. Motion Carried.

1. Discussion, consideration and possible action to approve the meeting minutes for June 23, 2026.
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.
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.
4. Discussion, consideration and possible action for adoption of Resolution HA2026-03 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.

DISCUSSION ITEMS.

1. **Discussion, consideration, and possible action to reallocate assets, change fund managers or Make changes in the Statement of Investment Policy, Guidelines and Objectives.**

No Action Needed.

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.

Byrne made a motion to approve the contract, seconded by Bana. Voting aye: Triger, Byrne, Melton, Thompson, Bana, and Rice. Nay: none. Absent: Favors. 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 5:52 PM.

ATTEST:

RICHARD R. RICE, Chairman

SARA HANCOCK, Secretary



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

TO: Honorable Chairman and Trustees of the
Memorial Hospital Authority

FROM: Tiatia Cromar, Finance Director

DATE: August 25, 2026

SUBJECT: Discussion, consideration and possible action of approving supplemental budget
adjustments to the following fund for FY 2026-2027 increases: Hospital Authority,
revenue/Miscellaneous (90) \$1,280; revenue/Miscellaneous (90) \$2,058.

The first two supplements are needed to return grant proceeds back to the Hospital Authority.

Tiatia Cromar

Tiatia Cromar
Finance Director

SUPPLEMENTS

August 25, 2026

Fund HOSPITAL AUTHORITY (425)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
90	MISCELLANEOUS	1,280			
		1,280	0	0	0
Explanation: To budget for the return of grant proceeds for two projects back to Hospital Authority. Funding to come from Fund Balance.					

Fund HOSPITAL AUTHORITY (425)		BUDGET AMENDMENT FORM Fiscal Year 2026-2027			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
90	MISCELLANEOUS	2,058			
		2,058	0	0	0
Explanation: To budget for the return of grant proceeds for project #142005 back to Hospital Authority. Funding to come from Fund Balance.					



Memorial Hospital Authority

General Manager/Administrator, Tim Lyon
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1201
tlyon@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman and Trustees

From: Tiatia Cromar, Finance Director

Date: August 25, 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



DISCUSSION ITEMS





Midwest City Memorial Hospital Authority
100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207/Fax (405) 739-1208
www.midwestcityok.org

MEMORANDUM

To: Honorable Chairman Rice and Trustees

From: Tim Lyon, General Manager/Administrator

Date: August 25, 2026

Subject: Discussion and consideration of entering into a contract to purchase 600 National AV (a/k/a a certain 3.26-acre parcel located in the Southeast Quarter of Section 34, Township 12 North, Range 2 West, I.M.) from the University of Oklahoma Board of Regents for an amount not to exceed One Million, Four Hundred and Forty-Five Dollars (\$1,445,000) plus Closing costs; to authorize payment for the purchase price and Closing costs from the Midwest City Memorial Hospital Authority Compounded Principal Funds; and to authorize the Chairman and/or General Manager to execute all documents associated with the transaction.

In December 2020, the Midwest City Memorial Hospital Authority (the “Authority”) approved the general terms of an agreement with SSM Health (“SSM”) that would lead to a formal lease allowing SSM to begin operating the Hospital the following April. On March 9, 2021, the Authority’s Board of Trustees approved the formal lease agreement, which included language requiring both parties to work together on a Revitalization Plan to create a first-class medical district. Article XIII of the Agreement tasked the Authority with acquiring “obsolete, non-compliant, and underdeveloped properties in the vicinity of the Hospital at fair market value to facilitate the development of the Revitalization Plan.”

The Authority’s Board of Trustees authorized the General Manager to begin acquiring buildings within the area proposed for the special planning district, now known as the Plaza62 District. Since then, the Authority has purchased seven of the eight targeted properties, and six of those have already been cleared. After extensive negotiations, we have reached terms on the eighth and final property, located at 600 National Avenue.

The attached Agreement for the Purchase of Real Property outlines the terms and conditions consistent with our original offer. If approved, we estimate closing on the property sometime in November.

Please contact City Economic Development Director, Robert Coleman, at (405) 739-1218 with any questions.

This item is recommended for approval.

Tim Lyon, General Manager/Administrator

Attachments: Agreement
Map of General Vicinity, Site Photos

Tim Lyon, General Manager/Administrator
Trustees: Rick Rice, Bryan Triger, Pat Byrne, Raymond Melton, Marc Thompson, Sara Bana, and Rick Favors

PURCHASE OF REAL PROPERTY
REAL ESTATE OPERATIONS
UNIVERSITY OF OKLAHOMA

AGREEMENT

This Purchase of Real Property (“Agreement”) is between the Midwest City Memorial Hospital Authority, (“Buyer”) and the Seller named below.

<u>Seller:</u>	Board of Regents of the University of Oklahoma
<u>Effective Date:</u>	The first date on which both parties have fully executed and delivered this Agreement, which is: _____, 2026.
<u>Property:</u>	The property located at 600 National Avenue, Midwest City, Oklahoma
<u>Purchase Price:</u>	One Million Four Hundred Forty-Five Thousand Dollars (\$1,445,000.00), subject to adjustments described in Section 3.
<u>Earnest Money:</u>	The earnest money, if any, in the amount of Fifty Thousand Dollars (\$50,000.00), including interest thereon, if any, to be deposited and held as described in Section 4.
<u>Due Diligence Period:</u>	The period commencing on the Effective Date and expiring at 5:00 p.m. (central) on the Sixtieth Day (60 th) day after the Effective Date, subject to termination earlier upon termination of this Agreement.
<u>Title Company:</u>	Chicago Title, Attn: Anthony Dobey, Anthony.dobey@ctt.com 405 615-8609 210 Park Avenue Suite 210 Oklahoma City, OK 73102
<u>Broker(s):</u>	CBRE, Inc., who represents Seller and whose commissions shall be paid by Seller pursuant to separate agreement.

RECITALS

- A.** The Seller is the title owner of the Property described above as 600 National Avenue, Midwest City, Oklahoma, and more particularly described on Exhibit A attached hereto and incorporated herein.
- B.** The Seller desires to sell the Property to the Buyer and the Buyer desires to purchase the Property from Seller upon the terms and conditions set forth in this Agreement.
- 1.0 Additional Definitions.** Except as otherwise specified herein, terms shall have the meanings specified above and below:

- 1.1 “Agreement” means this Agreement, including all exhibits, attachments, supplements, and amendments hereto.
- 1.2 “Business Day” means any day that is not a Saturday, Sunday, or federal or state holiday.
- 1.3 “Closing” means the actual closing and consummation of the transactions contemplated hereby.
- 1.4 “Closing Date” means the date scheduled for the Closing, which shall be designated by the Buyer but which shall occur not later than thirty (30) days after the expiration of the Due Diligence Period, or such other date mutually agreed by the parties.
- 1.5 “Contracts” means any leases or occupancy agreements, management, service, operating, listing, brokerage, supply or maintenance, or construction agreements, equipment leases, or other contracts, agreements, or transactions with any third party with respect to or affecting the Property, which may remain in effect and to which Buyer or the Property may be subject after the Closing.
- 1.6 “Due Diligence” means investigating, inspecting, reviewing, testing, or taking other reasonable steps, including but not limited to those matters in Section 5.0, with regard to the Property as Buyer deems necessary to satisfy itself with respect to the Property and transaction.
- 1.7 “Due Diligence Documents” means the documents and information listed on **Exhibit B** hereto.
- 1.8 “Permitted Exceptions” means (a) real estate taxes for the year of Closing and thereafter; (b) all applicable zoning and other ordinances, regulations, and laws; and (c) all covenants, easements, conditions, restrictions, and other exceptions disclosed on the Title Commitment and/or Survey, which are not objected to by Buyer; provided, however, that the obligation for Seller to pay off any indebtedness or other obligations secured by any Seller’s Liens and discharge, terminate, and release all such Liens by Closing shall in no event constitute Permitted Exceptions.
- 1.9 “Seller’s Liens” means any deeds of trust, mortgages, or mechanics’, judgment, tax, or other monetary liens encumbering the Property, any title exceptions arising after the Effective Date as a result of a violation by the Seller of this Agreement, and any obligations of the Seller under any Contracts (other than Assigned Contracts, if any).
- 1.10 “Title Policy” means an ALTA Owner’s Policy of Title Insurance, in an amount equal to the Purchase Price, insuring title to the Property in Buyer in fee simple absolute, free and clear of all liens and encumbrances other than Permitted Exceptions.

2.0 PURCHASE AND SALE OF THE PROPERTY.

- 2.1 Subject to the terms and conditions herein, Buyer agrees to purchase and acquire from the Seller, and the Seller agrees to sell and convey to Buyer, the Property at Closing, free and clear of all liens and encumbrances other than Permitted Exceptions.
- 2.2 The Property shall be deemed to include:
- 2.2.1 The Property and all rights, title, interest, benefits, and income appurtenant or attributable thereto, including all the Seller’s rights and interest, if any, to roads, rights of way, and easements adjacent or belonging thereto (“Land”), the exact size and legal description of which shall be determined by reference to the Survey, if any, pursuant to Section 5.

2.2.2 All buildings, fixtures, and other improvements of every kind and description on or at the Land (“Improvements”), in their present condition.

2.2.3 The Seller’s rights and interest in any site surveys, studies, or reports, plans and specifications, warranties and contract rights, and permits and licenses with respect to the Land or Improvements (“Plans”).

2.2.4 If applicable, the Property also shall be deemed to include: (i) the personal property located and used at the Property to be conveyed to Buyer, which is listed on **Exhibit C** (“Personal Property”); and (ii) the existing Contracts relating to the lease, occupancy, management, operation, maintenance, or repair of the Property to be assigned to and assumed by Buyer, which are listed on **Exhibit D** (“Assigned Contracts”), including any security deposits held pursuant to the Assigned Contracts. As of the Effective Date, there is no Personal Property and there are no Assigned Contracts; Exhibits C and D are marked “None,” and the Seller shall deliver the Property free of both as provided in Sections 9.5 and 10.2.

3.0 PURCHASE PRICE AND PAYMENT.

3.1 Subject to the terms and conditions herein, Buyer agrees to pay to the Seller the Purchase Price at Closing, by certified check or wire-transferred funds, as payment in full for the Property, including a credit for any Earnest Money as described in Section 4 and the adjustments described in Section 11. All credits, prorations, and adjustments to the Purchase Price shall be determined and allocated between the parties solely as provided in Section 11.

4.0 EARNEST MONEY. If Earnest Money is required, then the following provisions shall apply:

4.1 Deposit. Within five (5) business days after the Effective Date, Buyer shall deposit the Earnest Money with the Title Company; if Buyer fails to do so, then the Seller shall have the right to immediately terminate this Agreement.

4.1.1 If the Closing occurs, the Earnest Money shall be paid to the Seller and credited against the Purchase Price. If the Closing does not occur and the Earnest Money is to be paid to the Seller in accordance with the express terms of this Agreement, then the Earnest Money shall be paid to the Seller; in all other events, the Earnest Money shall be paid to Buyer.

4.1.2 The Earnest Money shall be held in a separate, interest-bearing account and as otherwise directed by Buyer, in writing.

4.2 Instructions. Within two (2) business days after the Effective Date, the parties shall deposit a fully-executed copy of this Agreement with the Title Company, which shall serve as escrow instructions.

4.2.1 The parties agree to execute such additional escrow instructions that the Title Company may reasonably require and are consistent with this Agreement. If there is a conflict between the instructions and this Agreement, this Agreement shall control.

4.2.2 The Earnest Money shall be held by the Title Company, in escrow, until the earliest of (a) the Closing, whereupon the Earnest Money shall be released to the Seller and credited against the Purchase Price; (b) its receipt of a joint notice executed by the Seller and Buyer, whereupon the Earnest Money shall be released in accordance with the instructions therein; or (c) its receipt of a notice of termination of this Agreement and request to release the Earnest Money executed by one party, provided, that it delivers a copy of such notice and request to the other party and receives no contrary instruction from such other party within ten (10) business days after delivery of such copy to such other party, whereupon the Earnest Money shall be released in accordance with the instructions in such notice and request.

4.2.3 If the Title Company receives any conflicting notices or contrary instructions, the Title Company shall seek to clarify the conflicting notices or contrary instructions by communication with both the Seller and Buyer. If the Title Company is unable to receive clear instructions, the Title Company may refuse to release the Earnest Money except pursuant to court order, deposit the Earnest Money with a court pursuant to an action in interpleader, or take such other actions with respect to the Earnest Money consistent with applicable

law and this Agreement, in which case the Title Company shall be released from all liability hereunder except for its willful misconduct, gross negligence, or violation of this Agreement.

5.0 TITLE

5.1 At Closing, the Seller will convey the Property to Buyer by special warranty deed, subject to the Permitted Exceptions. Buyer agrees to accept title to the Property subject to: (a) the Permitted Exceptions; (b) Assigned Contracts, if any; and (c) any title exception arising by, through or under Buyer.

5.2 Title Commitment. Within fifteen (15) days after the Effective Date, the Seller shall cause the Title Company to provide to issue and deliver to Buyer and the Seller a commitment for the issuance of a Title Policy ("Title Commitment"), together with copies of all exception documents referenced therein, insuring title to the Property in the amount of the Purchase Price. Buyer, at its sole option, cost, and expense, may elect to obtain additional coverage or additional specific endorsements. The Seller shall reasonably cooperate with the Title Company in connection with the issuance of the Title Commitment, but the Seller shall have no liability, and Buyer shall have no right to terminate this Agreement or extend any deadline hereunder, on account of the Title Company's failure to timely issue the Title Commitment.

5.2.1 Limitation of Liability. Buyer agrees that the Seller's liability for any claim arising from Buyer's title ownership of the Property or any claims involving title-related defects, including, but not limited to, adverse interests, mistakes, levies, judgments, or other encumbrances shall be limited to and satisfied solely from or by the amount (if any) of insurance proceeds recovered by Buyer under the Title Policy, regardless of which party pays the premium therefor. In no event shall the Seller have any liability for any title-related matter in excess of such proceeds.

6.0 DUE DILIGENCE

6.1 Seller's Responsibilities.

6.1.1 Cooperation. The Seller agrees to cooperate with Buyer in connection with Buyer's Due Diligence as set forth in this **Section 6.1** or as otherwise required in this Agreement.

6.1.2 Due Diligence Documents. Within ten (10) days after the Effective Date, the Seller shall deliver or make available to Buyer copies of the Due Diligence Documents in the Seller's actual possession, in each case without any representation or warranty, express or implied, as to the accuracy or completeness thereof. Buyer acknowledges that any third-party study, report, or survey included in the Due Diligence Documents was prepared by a party other than the Seller and for the Seller's use only, that Buyer is not entitled to rely thereon, and that Buyer shall conduct its own independent investigation of the Property.

6.2 Buyer's Responsibility. Except as set forth in **Section 6.1**, Buyer, at its sole cost and expense, is solely responsible for performing Due Diligence as it deems necessary and appropriate and determine if the results of its Due Diligence are acceptable.

6.2.1 Survey. Within thirty (30) days after the Effective Date, Seller shall procure a survey of the Property and Improvements ("Survey"). Seller shall provide the Buyer with a copy of the Survey within five (5) days of Seller's receipt. At Closing, the Buyer shall reimburse the Seller for the cost of the survey in the amount not to exceed \$4,000.00.

6.2.2 Inspections. From and after the Effective Date and continuing until the Closing, Buyer shall have the right to enter onto the Property from time to time during normal business hours for the purpose of conducting such surveys, studies, tests, audits, examinations, investigations, and other inspections of the Property as it deems necessary or desirable, including a Phase I environmental site assessment; provided, that Buyer shall give the Seller not less than two (2) business days' prior written notice of each entry, and all such entry shall be subject to the rights of any tenants or occupants of the Property and shall be conducted so as not to unreasonably interfere with the Seller's operations at the Property. The Seller shall have the right to

have a representative present at such inspections, and Buyer shall not perform any scraping, drilling, boring, or other forms of invasive testing at the Property without the Seller's consent.

6.2.2.1 Repairs; Indemnity. Buyer shall (i) repair or restore to a previous condition, any damage to Property arising from an Inspection under this **Section 6.2.2** or other acts of its employees, agents, representatives, or invitees and (ii) defend, indemnify and hold harmless the Seller from and against any claims, causes of action, damages, liability, or costs or expenses arising or resulting from such inspections regardless of cause. Buyer's obligations under this **Section 6.2.2.1** shall survive the Closing and any termination of this Agreement.

7.0 REVIEW; OBJECTIONS; TERMINATION

7.1 Title and Survey Review. Buyer shall have fifteen (15) days after its receipt of the Title Commitment and the Survey, if any, whichever is received later, but in no event later than the expiration of the Due Diligence Period ("Review Period"), to give the Seller notice of any objections Buyer may have to anything contained therein ("Objections"). If Buyer fails to deliver Objections within the Review Period, then all title exceptions disclosed on the Title Commitment and Survey shall constitute Permitted Exceptions, subject to **Section 7.2**.

7.2 Objections and Cure. If Buyer delivers Objections within the Title Review Period, then the Seller shall expeditiously and diligently proceed in good faith and a commercially reasonable manner to satisfy such Objections; provided, that this shall not require the Seller to pay any money, initiate any legal proceedings, or incur any fees, costs, or liability whatsoever, other than to pay off any indebtedness or other obligations secured by any Seller's Liens and discharge, terminate, and release all such Liens by Closing. The Seller may, but is not required to, cure other Objections requiring it to pay money or incur fees, costs, or liability, in which case it shall use commercially reasonable efforts to cure such other Objections no later than the Closing Date. If the Seller elects or is deemed to have elected not to cure one or more Objections, Buyer's sole remedy shall be either to terminate this Agreement in accordance with Section 7.3 or to waive such Objections and proceed to Closing, in which event such Objections shall constitute Permitted Exceptions and there shall be no reduction in the Purchase Price.

7.3 Due Diligence Termination. Buyer shall have the right to terminate this Agreement as set forth in this **Section 7.3** by providing the Seller with a written notice of termination no later than five (5) business days after the expiration of the Due Diligence Period.

7.3.1 Buyer, in Buyer's discretion, determines that the results of Buyer's Due Diligence are not acceptable.

7.3.2 The Seller elects, or is deemed to have elected, not to cure one or more Objections, or fails to cure any Objection it elected to cure. If Buyer elects not to terminate this Agreement and proceed to Closing notwithstanding any uncured Objections, there shall be no adjustment to the Purchase Price and such Objections shall constitute Permitted Exceptions.

7.4 Failure to Respond. If Buyer does not timely exercise any of the actions or rights described in **Section 7.0**, the results of the Buyer's Due Diligence shall be deemed approved by Buyer, all Objections Buyer could have asserted shall be deemed waived by Buyer and, unless another condition of this Agreement remains unsatisfied, the Earnest Money Deposit shall become nonrefundable except in the event of the Seller's default.

8.0 REPRESENTATIONS AND WARRANTIES.

8.1 Seller's Representations and Warranties. The Seller hereby represents and warrants based on the Seller's present actual knowledge to Buyer as of the Effective Date and as of the Closing as follows:

8.1.1 Institutional Status; Power and Authority. The Seller (i) is a constitutionally created entity of the State of Oklahoma pursuant to Article. XIII, § 8 of the Oklahoma Constitution and (ii) has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder.

8.1.2 Due Authorization. The execution and performance of the Seller's obligations under this Agreement have been duly authorized by all necessary Seller action required to be taken on the Seller's part.

8.1.3 No Conflict. The execution and delivery of this Agreement by the Seller, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof will not conflict with or constitute on the part of the Seller a violation of or a breach of or a default under, any charter instrument, bylaw, loan agreement, mortgage, deed of trust, pledge, note, lease, or loan, or installment sale agreement, contract, or other agreement or instrument to which the Seller is a party.

8.1.4 Title to the Land. The Seller is the owner of fee simple title to the Property, subject to the Permitted Exceptions.

8.1.5 Governmental Approvals. No consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with any governmental authority on the part of the Seller in connection with the execution, delivery, and performance of the Seller's obligations under this Agreement, is required, other than (a) the approval of this Agreement and the conveyance contemplated hereby by the Board of Regents of the University of Oklahoma and (b) any other approval required under Oklahoma law, each of which the Seller shall use reasonable efforts to obtain on or before the Closing Date.

8.1.6 No Defaults. To the Seller's knowledge, no event has occurred and no condition exists that would constitute a default by the Seller hereunder or that, with the lapse of time or with the giving of notice or both, would become such a default by the Seller hereunder.

8.1.7 Pending Litigation. To the Seller's knowledge, there are no actions, suits, proceedings, inquiries or investigations pending or, to the knowledge of the Seller, threatened against or affecting the Seller in any court or by or before any governmental authority that involve the likelihood of materially and adversely affecting the Seller's ability to perform its obligations under this Agreement, or that, in any way, would reasonably be expected to adversely affect the validity or enforceability of this Agreement.

8.1.8 Environmental Matters. Except as set forth in the hazardous waste and/or environmental studies and reports included in the Due Diligence Documents to be provided to Buyer, to the Seller's actual knowledge, no hazardous materials or waste have been released at the Property in violation of any applicable law, and none are currently located on the Property which are not being stored and maintained in accordance with all applicable laws.

8.1.9 No Other Representations, Property Condition. EXCEPT AS OTHERWISE MAY BE SPECIFICALLY SET FORTH OR PROVIDED FOR IN WRITING IN THIS AGREEMENT, THE SELLER HAS MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY NATURE WHATSOEVER TO BUYER, AND ANY AND ALL STATEMENTS MADE BY THE SELLER IN ANY AND ALL COMMUNICATIONS AND DOCUMENTS HERETOFORE GIVEN BY ANY PERSON TO THE BUYER ARE DEEMED MERGED INTO AND SUPERSEDED IN THEIR ENTIRETY BY THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SELLER AND BUYER ACKNOWLEDGE AND AGREE THAT, EXCEPT AS CONTAINED IN THIS **SECTION 8.1**, NEITHER THE SELLER NOR ANY OF ITS REGENTS, OFFICERS, DIRECTORS, FACULTY, ADJUNCTS, ADMINISTRATORS, EMPLOYEES, AGENTS, REPRESENTATIVE, BROKERS, OR CONSULTANTS, MAKES OR HAS MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF, THE PROPERTY'S PHYSICAL CONDITION, INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED WITH RESPECT TO THE PROPERTY, THE PROPERTY'S FITNESS OR SUITABILITY FOR ANY PARTICULAR USE, OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SAME, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES, OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE PROPERTY OR ANY PORTION THEREOF, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT. FURTHERMORE, BUYER ACKNOWLEDGES AND

AGREES THAT BUYER HAS HAD AN OPPORTUNITY TO OR HAS INSPECTED THE PROPERTY AND IS ACCEPTING THE PROPERTY "AS IS, WHERE IS AND WITH ALL FAULTS."

8.1.10 Survival. The Seller's representations and warranties set forth in this Section 8.1 shall not survive the Closing and shall merge into the deed delivered at Closing. The Seller may update or qualify any representation or warranty at or before Closing to reflect any matter arising after the Effective Date that is not caused by the Seller's breach of this Agreement, and no such update shall constitute a default by the Seller; provided, that if any such update discloses a matter that is material and adverse to Buyer, Buyer's sole remedy shall be to terminate this Agreement by written notice delivered within five (5) business days after receipt of such update, in which event the Earnest Money shall be returned to Buyer.

8.2 Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as of the Effective Date and as of the Closing as follows:

8.2.1 Due Formation; Power and Authority. Buyer (i) is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Oklahoma, (ii) is duly qualified to do business in the state of Oklahoma and (iii) has all requisite power and authority to enter into this Agreement and each to perform its obligations hereunder.

8.2.2 Due Authorization. The execution and delivery of this Agreement by Buyer and the performance of Buyer's obligations hereunder have been duly authorized by all necessary action of Buyer's board of trustees and, to the extent required, approved by Buyer's beneficiary, and no further approval, appropriation, or authorization is required for Buyer to consummate the transactions contemplated hereby.

8.2.3 No Conflict. The execution and delivery of this Agreement by Buyer, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof will not conflict with or constitute on the part of Buyer a violation of or a breach of or a default under, any charter instrument, bylaw, loan agreement, mortgage, deed of trust, pledge, note, lease, or loan, or installment sale agreement, contract, or other agreement or instrument to which Buyer is a party.

8.2.4 Governmental Approvals. No consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with any governmental authority on the part of Buyer in connection with the execution, delivery, and performance of the Buyer's obligations under this Agreement, is required except as shall have been obtained or shall be obtained in due course on or prior to the time required under applicable laws.

8.2.5 No Defaults. To Buyer's knowledge, no event has occurred and no condition exists that would constitute a default by the Buyer hereunder or that, with the lapse of time or with the giving of notice or both, would become such a default by the Buyer hereunder.

8.2.6 Pending Litigation. To Buyer's knowledge, there are no actions, suits, proceedings, inquiries or investigations pending or, to the knowledge of Buyer, threatened against or affecting Buyer in any court or by or before any governmental authority that involve the likelihood of materially and adversely affecting Buyer's ability to perform its obligations under this Agreement, or that, in any way, would reasonably be expected to adversely affect the validity or enforceability of this Agreement.

8.2.7 Sufficient Funds. Buyer has, and on the Closing Date will have, immediately available funds sufficient to pay the Purchase Price and all other amounts payable by Buyer hereunder. Buyer's obligations under this Agreement are not contingent upon Buyer obtaining any financing, selling any asset, receiving any grant, or obtaining any future appropriation.

9.0 COVENANTS. From and after the Effective Date and until the Closing or earlier termination of this Agreement:

9.1 Title. The Seller shall not convey any right, title, or interest in or to the Property, or create or permit any new title exceptions with respect to the Property without Buyer's consent, other than exceptions to be cured by Closing. If there are any Seller Liens, the Seller shall cause the same to be discharged, terminated, and released as required to convey title to the Property in accordance with this Agreement.

9.2 Physical Condition and Operation. The Seller will manage, operate, and maintain the Property in substantially the same manner as before the Effective Date, reasonable wear and tear, casualty, and condemnation excepted, and will continue in effect its existing insurance or self-insurance program with respect to the Property. The Seller will not materially alter the Property or commit or permit waste to the Property without Buyer's consent, which shall not be unreasonably withheld, conditioned, or delayed; provided, that the Seller may without Buyer's consent make any repair or alteration required by applicable law or reasonably necessary to address an emergency or to protect health, safety, or property, and the Seller shall have no obligation to make any capital repair, replacement, or improvement to the Property.

9.3 Third Party and Assigned Contracts. The Seller will terminate all contracts, agreements, or transactions with any third party with respect to or affecting the Property before Closing (other than Assigned Contracts, if any). The Seller will not enter or amend any Assigned Contracts without Buyer's consent. If the Property includes any Assigned Contracts, the Seller will (i) not violate or terminate such Assigned Contracts and (i) continue operating under such Assigned Contracts in the ordinary course of business; without limiting the generality of the foregoing, the Seller will not collect any rents or others amounts due under any Assigned Contracts more than one month in advance, and it will report and prorate all amounts collected before Closing.

9.4 Exclusivity. The Seller agrees not to market or show the Property to any other prospective purchasers or to solicit, entertain, or accept any offers for the Property from any other prospective purchasers; provided, that the Seller may respond to unsolicited inquiries and may negotiate and accept backup offers that are expressly contingent upon the termination of this Agreement.

9.5 Vacant Delivery. On or before the Closing, the Seller shall remove all of its personal property from the Property and shall cause the Property to be delivered free and clear of all tenants, occupants, and parties in possession. The Seller shall repair any material damage to the Property caused by such removal. This Section 9.5 shall survive the Closing.

10.0 CLOSING AND POSSESSION.

10.1 Time and Place. The Closing shall occur at the offices of the Title Company on the Closing Date or such other time as mutually agreed in writing by the parties. A party need not be present at Closing if such party has delivered all the items it is required to deliver at Closing to the Title Company by the Closing Date with escrow instructions consistent with this Agreement. The Closing may be conducted remotely through escrow with the Title Company, with original executed documents delivered to the Title Company.

10.2 Seller's Deliveries. At Closing, the Seller shall deliver possession of the Property to Buyer, subject only to the Permitted Exceptions, free and clear of all tenants, occupants, and parties in possession, and free of all of the Seller's personal property. The Seller also shall execute and deliver the following:

10.2.1 A special warranty deed conveying the Seller's right, title, and interest in and to the Property, subject to the Permitted Exceptions. If the conveyance is exempt from Oklahoma documentary stamp tax, the exemption claimed shall be stated on the face of the deed as required by applicable law

10.2.2 All affidavits, certificates, closing statements, and other documents reasonably required by the Title Company to insure title to the Property in accordance with this Agreement, or reasonably required by the Buyer to the extent not contrary to the terms of this Agreement and otherwise reasonably acceptable to the Seller. Notwithstanding the foregoing, in no event shall the Seller be required to execute or deliver any affidavit, indemnity, certificate, undertaking, or other instrument that imposes upon the Seller any liability or obligation beyond those expressly set forth in this Agreement.

10.2.3 If applicable, if the Property includes any Assigned Contracts, one or more assignment(s) from the Seller with respect thereto (including an accounting and transfers). The Seller shall use commercially reasonable efforts to obtain, but shall not be obligated to obtain, and the receipt thereof shall not be a condition to Buyer's obligation to close, any consent or estoppel certificate from the other parties thereto.

10.3 Buyer's Deliveries. At Closing, Buyer shall deliver the Purchase Price, subject to prorations, credits, and adjustments as provided herein. Buyer also shall execute and deliver to the Seller the following:

10.3.1 All affidavits, certificates, closing statements, and other documents reasonably required by the Title Company to insure title to the Property in accordance with this Agreement, or reasonably required by the Seller to the extent not contrary to the terms of this Agreement and otherwise reasonably acceptable to Buyer.

10.3.2 If applicable, if the Property includes any Assigned Contracts, one or more assignment and assumption agreement(s) with respect thereto.

11.0 PURCHASE PRICE ADJUSTMENTS AND EXPENSES.

11.1 Prorations. The following amounts shall be prorated between the parties:

11.1.1 Utilities and Assigned Contracts. If applicable, fees and charges for utilities, income and prepaid expenses under Assigned Contracts, and other like items customarily prorated upon the sale of property similar to the Property, in each case for the period in which Closing occurs, shall be prorated as of the Closing Date.

11.1.2 Re-proration. The exact amount of prorated items may not be known and may be based on the latest information available on the Closing Date; if so, the parties agree to re-prorate such items once such amounts are ultimately determined based upon final bills or statements.

11.1.3 Taxes. Ad valorem taxes and assessments, if any, shall be prorated between the parties as of the Closing Date. The parties acknowledge that the Seller is a tax-exempt governmental entity and that the Property has been exempt from ad valorem taxation, and accordingly that the Seller's prorated share is expected to be zero. Buyer shall be responsible for all ad valorem taxes and assessments levied or assessed against the Property from and after the Closing Date. This Section 11.1.3 shall survive the Closing.

11.2 Expenses. The following costs and expenses shall be paid by the parties as described below, including as an appropriate adjustment to the Purchase Price set forth on the closing statement.

11.2.1 The Seller shall pay for (i) all costs to discharge, terminate, and release the Seller's Liens; (ii) one-half of the customary closing or escrow fees of the Title Company; and (iii) the costs to record any documents necessary to remove the Seller's Liens and all other liens or encumbrances other than the Permitted Exceptions.

11.2.2 Buyer shall pay for (i) all costs to conduct its due diligence and inspections of the Property, including the cost of the Survey not to exceed \$4,000.00, if any; (ii) the cost of any requested endorsements to the Title Policy; (iii) one-half of the customary closing or escrow fees of the Title Company; (iv) premiums for the Title Commitment and Title Policy; and (v) all costs to record the deed and all other recordable documents at Closing, other than such recording costs to be paid by the Seller as specified herein. (vi) all abstracting costs; and (vii) any documentary stamp tax, transfer tax, or similar charge determined to be due in connection with the conveyance, the parties acknowledging that the Seller believes the conveyance to be exempt from Oklahoma documentary stamp tax under applicable law.

11.3 Other Expenses. All other costs and expenses paid or incurred in connection with or incident to this Agreement and the performance and consummation of the transactions contemplated hereby shall be borne by the party paying or incurring same.

11.4 Broker Commissions. The parties represent and warrant to one another that they have not dealt with any broker with respect to the transactions contemplated hereby other than the broker(s) set forth in this Agreement, if any, whose commissions, fees, and expenses shall be paid as stated therein. Buyer shall hereby

indemnify and save harmless the Seller of and from any claim for commission or brokerage made by any such brokers when such claims are based in whole or in part upon any acts or omissions by Buyer.

12.0 RISK OF LOSS AND CONDEMNATION.

12.1 To the extent permitted by law, Seller has the risk of loss, destruction, or damage to the Property until Closing. If any such event occurs prior to Closing, Seller will promptly notify Buyer.

12.2 Loss, destruction, or damage less than \$25,000. If the cost to repair such damage and restore the Property to its previous condition is estimated by the Seller to be less than or equal to \$25,000 in the aggregate, the Seller may complete such repair and restoration by Closing; however, the Seller shall have no obligation to repair or restore the Property and the parties shall proceed to Closing with no reduction in or adjustment to the Purchase Price on account of such casualty. Buyer shall be responsible for such repair and restoration, and the Seller shall assign to Buyer all insurance proceeds, if any, payable with respect to such casualty.

12.3 Loss, destruction, or damage more than \$25,000. If the cost of such repair and restoration is estimated by the Seller to be more than \$25,000 in the aggregate, Buyer may, at its option, either (a) terminate this Agreement by written notice to the Seller delivered within ten (10) days after Buyer receives notice of the casualty and the estimate, in which event any Earnest Money shall be returned to Buyer and neither party shall have any further liability hereunder, or (b) proceed to Closing, in which event the Seller shall assign to Buyer any applicable insurance claims and proceeds, if any, payable with respect to such casualty and credit Buyer with the amount of any applicable deductible or self-insured retention, and there shall be no other reduction in or adjustment to the Purchase Price. In no event shall the Seller be obligated to repair or restore the Property or to expend any amount in excess of available insurance proceeds. If Buyer fails to timely deliver a termination notice, Buyer shall be deemed to have elected clause (b).

12.4 Condemnation. If, before Closing, any condemnation or eminent domain proceeding is commenced or threatened in writing against all or any portion of the Property, the Seller shall promptly notify Buyer. If such proceeding would result in the taking of a material portion of the Property or would materially impair access to the Property, Buyer may, within ten (10) days after receipt of such notice, terminate this Agreement by written notice to the Seller, in which event the Earnest Money shall be returned to Buyer and neither party shall have any further liability hereunder. If Buyer does not so terminate, the parties shall proceed to Closing without any reduction in the Purchase Price, and the Seller shall assign to Buyer all of the Seller's right, title, and interest in and to any condemnation award payable with respect to the Property.

13.0 DEFAULTS AND REMEDIES.

13.1 Seller Default. If the Seller defaults in performing any of its obligations under this Agreement and fails to cure such default within ten (10) days after receiving written notice thereof from Buyer, Buyer's sole and exclusive remedy shall be to terminate this Agreement by written notice to the Seller, in which case any Earnest Money shall be returned to Buyer and neither party shall have any further liability hereunder except for those obligations that expressly survive termination. Buyer hereby waives any right to seek specific performance or damages of any kind, and waives any right to file or record any lis pendens or other instrument against the Property.

13.2 Buyer Default. If the Buyer defaults in performing any of its obligations under this Agreement and fails to cure such default within ten (10) days after notice thereof from the Seller, the Seller may terminate this Agreement, in which case the Earnest Money shall be paid to and retained by the Seller as liquidated damages and not as a penalty, the parties acknowledging that the Seller's actual damages would be difficult or impossible to ascertain and that the Earnest Money is a reasonable estimate thereof; provided, that the foregoing shall not limit or waive the Seller's rights or remedies with respect to Buyer's obligations which expressly survives termination.

14.0 GENERAL TERMS AND CONDITIONS

- 14.1 No Modification.** This Agreement may only be modified, amended, or expanded by a written agreement executed by both parties. Any unauthorized written change, amendment, or modification is void and without effect. No oral statement of any person shall modify or otherwise affect the terms in this Agreement.
- 14.2 No Waiver of Performance or Breach; Rights Cumulative.** (a) Failure by the Seller or the Buyer at any time to enforce a provision of, or exercise a right under, the Agreement shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any section, or any part thereof, or the right of the Seller or the Buyer to enforce any provision of, or exercise any right under, the Agreement at any time in accordance with its terms. (b) A waiver of a breach of any provision of the Agreement shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Agreement. (c) No right or remedy conferred in the Agreement upon or reserved to the Seller or to the Buyer is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy provided in the Agreement. (d) The failure by either party to insist upon the strict observance or performance of any of the provisions of the Agreement or to exercise any right or remedy shall not impair any such right or remedy or be construed as a waiver or relinquishment with respect to subsequent defaults.
- 14.3 Interpretation of Contract.** The Seller and Buyer acknowledge that each has had an opportunity to consult with their legal counsel during negotiation and drafting of the Agreement. The Agreement has been prepared by both the Seller and Buyer equally and is to be interpreted according to its terms. Accordingly, the parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of the Agreement or any amendment, restatement, modification or supplement, schedule, or exhibit hereto.
- 14.4 Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Oklahoma without regard to its principles of conflicts of laws. Any action arising out of this Agreement shall be filed in the District Court of Cleveland County.
- 14.5 Contract Assignment.** No right or duty, in whole or in part, of the Buyer under this Agreement may be assigned or delegated without the prior written consent of the Seller. Any purported assignment or delegation in violation of this Section is void and without effect, and no assignment shall relieve Buyer of any of its obligations under this Agreement.
- 14.6 Force Majeure.** Except as provided otherwise in the Agreement, the performance by either Party hereunder shall be excused to the extent of unforeseen circumstances beyond such Party's reasonable control, including, but not limited to: National Weather Service forecasted weather events, hurricanes, tsunamis, floods, ice storms, lightning, landslide or similarly cataclysmic occurrence, or other acts of God; extended power outages; epidemics, pandemics, or related outbreaks if declared by the World Health Organization or federal government; county, state, or national declaration(s) of emergency as issued by an authorized government entity; war, acts of terrorism, or acts of public enemies; sabotage, riots or civil disturbances; or material destruction of facilities. In such event, the Parties agree to use their reasonable efforts to resume performance as soon as reasonably possible under the circumstances giving rise to the Party's failure to perform, provided, however, if performance is not restored within thirty (30) days, either Party may terminate the Contract. For avoidance of doubt, the COVID-19 pandemic and any related local, state, or federal orders related thereto shall not be considered unforeseen circumstances under this **Section 14.6.**

14.7 Notice. Notices, invoices, communications, and payments (except for legal process) shall be (a) in writing and addressed to the parties' contacts as identified below and (b) deemed delivered on the date received as evidenced by registered or certified mail (postage prepaid) receipts one (1) business day after deposit with a nationally recognized overnight courier for next business day delivery, or five (5) days after being deposited in the United States mail if such notice was not sent by registered or certified mail. A copy of any notice may also be sent by electronic mail, but electronic mail alone shall not constitute notice hereunder.

<u>Seller:</u>	<u>Buyer:</u>
Board of Regents of the University of Oklahoma 865 Research Parkway, Suite 530 Oklahoma City, OK 73104	Midwest City Memorial Hospital Authority 100 N Midwest Boulevard Midwest City, Oklahoma 73110
The Executive Secretary of the Board of Regents of the University of Oklahoma 660 Parrington Oval, Room 119 Norman, Oklahoma 73019 With a copy to: The Office of Legal Counsel 660 Parrington Oval, Room 213 Norman, Oklahoma 73019	

14.8 Binding Effect. (a) Each Section of this Agreement shall be separate and independent and is legally binding upon the parties to the extent not prohibited by applicable law. (b) This Agreement shall have no legal force and effect until it is approved as to form and signed by an authorized designate of the Seller. The Seller shall assume no liability for performance of services under the terms of this Agreement until the Buyer is notified that this Agreement has been approved. (c) Without limiting the foregoing, this Agreement and the Seller's obligation to convey the Property are expressly contingent upon approval by the Board of Regents of the University of Oklahoma at a duly noticed public meeting held in accordance with applicable Oklahoma law, and upon any other approval required by Oklahoma law. No term of this Agreement shall be binding upon the Seller until such approval is obtained. If any such approval has not been obtained on or before the Closing Date, either party may terminate this Agreement by written notice to the other, in which event the Earnest Money shall be returned to Buyer and neither party shall have any further liability hereunder, and such termination shall not constitute a default by the Seller.

14.9 Entire Agreement. This written Agreement, with referenced parts, addendums, and attachments, shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Seller. Additionally, no statement, discussions or negotiations shall be deemed or interpreted to be included in the Agreement unless specifically and expressly provide herein.

14.10 Severability. Should any part of this Agreement be held to be invalid, such invalidity shall not affect the balance of that provision or the remaining provisions of this Agreement, which shall remain in full force and effect.

- 14.11 Sovereign Immunity.** Notwithstanding any provision to the contrary in this Agreement, nothing in this Agreement shall act (or be deemed or construed to act) as a waiver of the sovereign immunity of the State of Oklahoma or of the Seller.
- 14.12 Third Party Beneficiaries.** There shall be no third-party beneficiaries of this Agreement and none of the provisions of this Agreement shall be for the benefit of any third party.
- 14.13 Captions; Titles .** The headings, captions, or titles of the several Sections and other subdivisions of this Agreement shall be solely for convenience of reference and shall not limit or otherwise affect the meaning, construction or effect of this Agreement or describe the scope or intent of any provisions hereof.
- 14.14 Conflict Among Documents.** In the event of a conflict between this Agreement and any referenced documents, addendums or attachments, the terms of this Agreement shall control.
- 14.15 Counterparts.** This Agreement may be executed in counterparts each of which shall be considered as an original and all such counterparts shall be but one agreement.
- 14.16 Time of the Essence.** Time is of the essence with respect to each and every provision of this Agreement.
- 14.17 Open Records; Confidentiality.** Buyer acknowledges that the Seller is subject to the Oklahoma Open Records Act, 51 O.S. § 24A.1 et seq., and the Oklahoma Open Meeting Act, and that this Agreement and related records may be subject to public disclosure. Buyer shall keep confidential all Due Diligence Documents and all information obtained in connection with its Due Diligence, and shall use the same solely to evaluate the transaction contemplated hereby; upon any termination of this Agreement, Buyer shall promptly return or destroy all such materials and shall deliver to the Seller, without representation or warranty and at no cost to the Seller, copies of all third-party reports, studies, and surveys obtained by Buyer with respect to the Property. This Section survives termination.
- 14.18 Survival.** Except as otherwise expressly provided in this Agreement, none of the provisions of this Agreement shall survive the Closing, and all such provisions shall merge into the deed delivered at Closing.

[SIGNATURES ON FOLLOWING PAGE]

***** Signature Page to Commercial Agreement *****

**SELLER : BOARD OF REGENTS OF THE
BOARD OF REGENTS OF THE UNIVERSITY
OF OKLAHOMA**

**BUYER : MIDWEST CITY MEMORIAL
HOSPITAL AUTHORITY**

By: [Name]

Click or tap here to enter text.

[Title]

Date of Execution:

Click or tap here to enter text.

By: [Name]

Click or tap here to enter text.

[Title]

Date of Execution:

Click or tap here to enter text.

Exhibit A

Property Description

To be inserted from Seller's vesting deed

Account: R150401460: UNPLTD PT SEC 34 12N 2W 000 000 PT SE4 SEC 34 12N 2W BEG 614FT N & 50FT W & 130FT N & 215.99FT W OF SE/C SE4 TH S83.81FT W424FT N188.44FT NELY 19.05FT LEFT ON A CURVE 101.60FT E188.17FT S5FT E129.69FT S99.81FT TO BEG PLUS BEG 614FT N & 50FT W & 130FT N & 215.99FT W & 83.81FT S & 424FT W OF SE/C SE4 TH N188.44FT NE19.05FT NELY107.69FT NW77.85FT SW297.84FT SELY106.53FT E391.78FT TO BEG EX BEG 614.00FT N & 50FT W & 130.00FT N & 215.99FT W & 83.81FT S & 663.14FT W OF SE/C SE4 TH W152.64FT RIGHT ON CURVE NE 106.48FT NE50.35FT SE1.01FT RIGHT ON CURVE SE99.72FT S20.38FT SE35.36FT TO BEG

Exhibit B

Due Diligence Documents

1. **Survey, Engineering, and Construction Documents:**

- a. all surveys, site plans, and floor plans,
- b. all engineering or inspection studies or reports (including roof, mechanical systems and parking lot), and any existing construction, guaranty and/or warranty documents, any "as-built" architectural or engineering plans (including a building systems summary indicating electrical, heating, hot water, utility company, fire protection and emergency power, if applicable),
- c. building and occupancy permits.

2. **Environmental and Structural:** All past phase I, phase II, and other hazardous materials or other environmental studies and reports. All geotechnical reports, soil boring, ground water monitoring, and subsurface inspections, test results, and remediation plans.

3. **Government Notices:** All notices from any federal, state, county or municipal governmental authority alleging any fire, health, safety, building, pollution, environmental, zoning or other legal violation.

4. **Appraisals:** Any appraisals

5. **Title:** The Seller's existing owner's policy of title insurance and any existing survey of the Property.

6. **Utilities:** Water, sewer, electric and other utility bills and costs if billed to the Seller by a third party. For Seller-provided utility expense, the Seller will provide use or meter data for the last six (6) months if available.

7. **Leases, Contracts, and Rent Roll:** All leases or occupancy agreements; management, service, operating, listing, brokerage, supply or maintenance, or construction agreements; equipment leases; or other material contracts and agreements with respect to or affecting the Property. A rent roll for the past 12 months.

8. **Other:** Any other documents or information reasonably requested by Buyer that are in the Seller's actual possession and that the Seller, in its sole discretion, elects to provide.

Nothing in this Exhibit B shall impose or be construed to create additional Seller obligations concerning Buyer's Due Diligence responsibilities, including, but not limited to, the Seller's responsibilities set forth in **Section 6.0. The Seller shall have no obligation to create, commission, or obtain any document that does not exist or is not in its actual possession.**

Exhibit C

Personal Property (if applicable)

None.

Exhibit D

Assigned Contracts (if applicable)

None.

Midwest City Memorial Hospital Purchases in **Plaza62** District



Acquired 2026

Acquired 2025

Acquired 2021

600 National



600 National AV

Google Earth

FOR SALE

MEDICAL OFFICE BUILDING

600

NATIONAL AVE

Midwest City, OK 73110



PROPERTY OVERVIEW

This property is located near the NW corner of Reno and Midwest Boulevard, Alliance Health Midwest Hospital (formerly Midwest Regional Hospital) is about one block away.

- + ± 24,253 SF Available
- + \$81.43/SF
- + \$1,975,000.00 Sale Price
- + Class A Office Space
- + Great Location
- + 57 Exam Rooms
- + 20 Offices
- + Pharmacy
- + 2 Large Break Areas
- + X-Ray Room
- + Laboratory
- + 2 Procedure Rooms
- + 2 Draw Stations
- + Large Storage
- + File Room
- + 2 Soil Rooms
- + Janitorial Room



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NATIONAL AVE
Oklahoma City, OK 73110

Drive Times:

Norman, OK - 13.5 miles / 20 min

Tinker Air Force Base - 3.3 miles / 10 min

Edmond, OK - 18 miles / 25 min

Will Rogers Airport - 18.2 miles / 25 min

Downtown OKC - 8.5 miles / 20 min

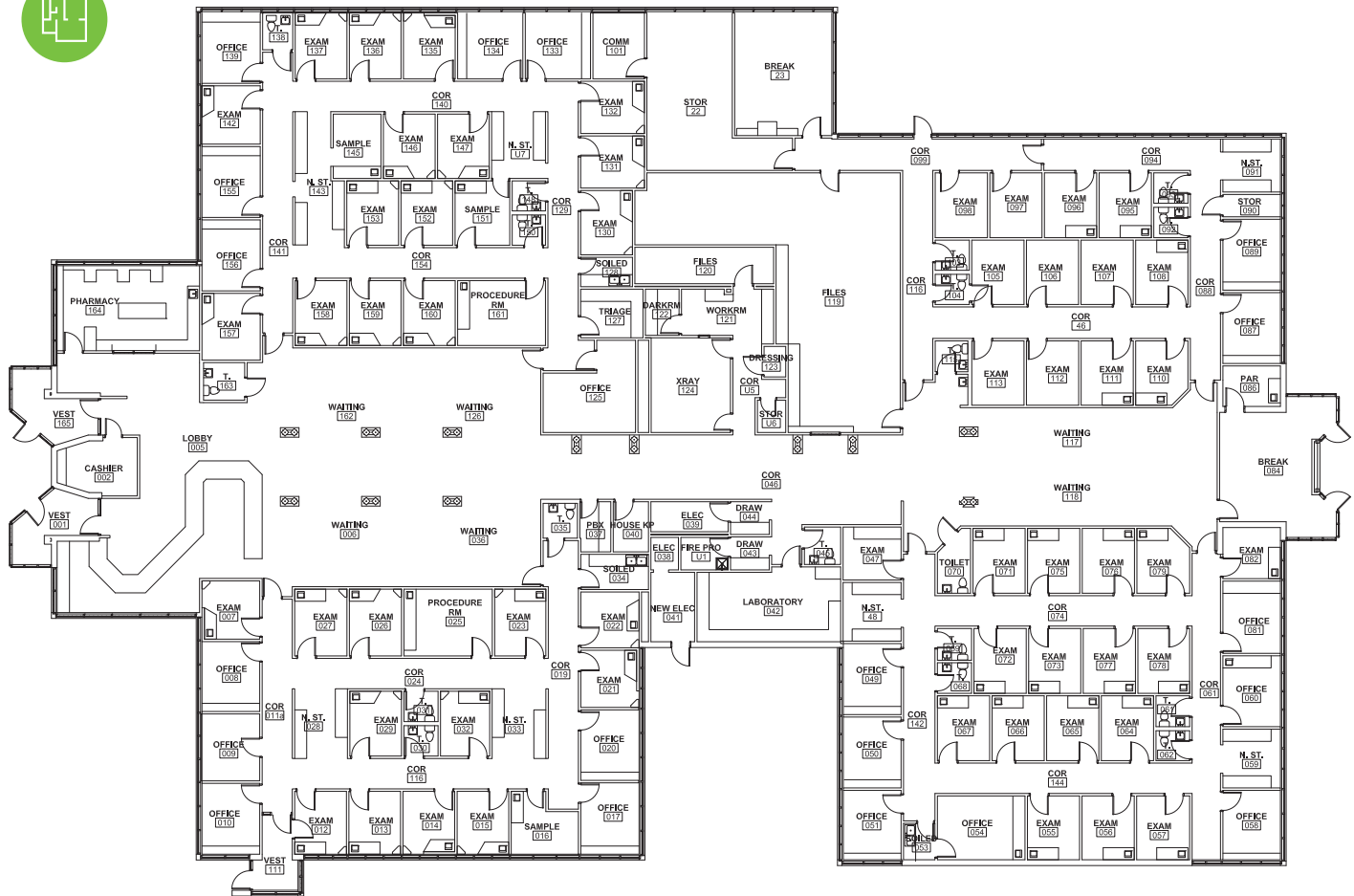
Moore, OK - 15.7 miles / 25 min



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CBRE

600
NATIONAL AVE
Oklahoma City, OK 73110



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NEW BUSINESS/
PUBLIC DISCUSSION

