



Agendas for the regularly scheduled meetings of the

MIDWEST CITY COUNCIL,  
MUNICIPAL AUTHORITY, and  
MEMORIAL HOSPITAL AUTHORITY for

**March 13, 2018**

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- ♣ To make a special assistance request, call 739-1215 or email [pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org) no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.
- ♣ The 7:00 PM meetings will be shown live on Channel 20.
- ♣ The recorded video will be available on Youtube and the City's website within 48 hours at [www.youtube@midwestcityok.org](http://www.youtube@midwestcityok.org).
- ♣ The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>

**STAFF BRIEFINGS FOR ALL MEETINGS**

City Hall - Midwest City Council Conference Room, second floor, 100 N. Midwest Boulevard

March 13, 2018 – 6:00 PM

**DISCUSSION.**

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the City Council, and the Memorial Hospital Authority for March 13, 2018.



## **CITY OF MIDWEST CITY COUNCIL AGENDA**

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

March 13, 2018 – 7:00 PM

A. **CALL TO ORDER.**

B. **OPENING BUSINESS.**

- Invocation by Abdul-Haqq Masood
- Pledge of Allegiance by Jr. ROTC Cadets Lillian Norris and Brandon Taber
- Community-related announcements and comments
- Mayoral proclamation honoring the late Assistant Fire Chief Reese Morrison

C. **CONSENT AGENDA.** These items are placed on the Consent Agenda so the Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with the approval of all Council, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of February 27, 2018, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - C. Wilson)
3. Discussion and consideration of entering into a Contract to Provide Employee Assistance and Related Services with Stacey Stephens, a Licensed Professional Counselor (LPC) for the remainder of FY 2017/2018 Ms. Stephens has agreed to provide her services at the same rates as our current EAP Counselor, these rates are \$2.25 per employee per month, and for mandated issues there is a \$106.83 charge per initial assessment and \$62.44 per session, by allowing Ms. Stephens to be added to the current FY 2017/2018 we will be adding approximately \$4,140.00 to the L&H expenses. (Human Resources - C. Wilson)
4. Discussion and consideration of entering into a Contract to Provide Employee Assistance and Related Services with Dan Benton, LPC for FY 2018/2019 to provide the Employee Assistance Program and related services to City employees at the rate of \$2.25 per employee per month, and \$106.83 per initial assessment and \$62.44 per session. (Human Resources - C. Wilson)
5. Discussion and consideration of authorizing the renewal of the resolution entering into a right-of-way, public utility, and encroachment agreement for Federal-aid/State-aid Project Number J2-854(004), State Job Number 28854(04)(05)(06), with the Oklahoma Department of Transportation to construct the new I-40 overpass at Sooner Road. (Community Development - P. Menefee)
6. Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Garver, L.L.C. in the amount of \$44,100 for the preparation of engineered construction plans for a new 12 inch water line along N.E. 23rd Street between the Soldier Creek Industrial Park west to Spencer Road. (Community Development - P. Menefee)

7. Discussion and consideration of entering into an Economic Development Financing Assistance Agreement with Blackacre Properties, L.L.C, not to exceed \$25,000 for the reimbursement of expenses related to the installation of a sanitary sewer main extension in the 5600 block of the Tinker Diagonal. (Economic Development - R. Coleman)
8. Discussion and consideration of approving and entering into a contract in an amount not to exceed \$2,000.00 for fiscal year 2018-2019 with Crutchco Public School to establish the terms and conditions under which Crutchco Public School will provide a school bus and driver for NIA Youth Summer Camp. (Neighborhood Services - M. Stroh)
9. Discussion and consideration of approving and entering into a contract in an amount not to exceed \$6,500.00 for fiscal year 2018-2019 with THICK DESCRIPTIONS ("TD") to establish the terms and conditions under which THICK DESCRIPTIONS will provide an extended week long S.T.E.A.M. (Science, Technology, Engineering, Anthropology, and Math) camp to NIA Youth Summer Camp participants. (Neighborhood Services - M. Stroh)

D. DISCUSSION ITEMS.

1. Discussion and Consideration of accepting an update regarding ongoing OG&E Street Lighting maintenance issues. (Public Works Director - V. Sullivan)
2. (PC – 1932) Public hearing with discussion and consideration of approval of the proposed Final Plat of Turtlewood 6th Addition for the property described as a part of the SE/4 of Section 7, T-11-N, R-1-W. This item was continued from the February 26, 2018 meeting. (Community Development - B. Harless)

E. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the City 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. ADJOURNMENT.





CONSENT AGENDA



A notice for staff briefings for the Midwest City Council was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website ([www.midwestcityok.org](http://www.midwestcityok.org)).

### **Midwest City Council Staff Briefing Minutes**

February 27, 2018 – 6:00 PM

This staff briefing was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matt Dukes called the meeting to order at 6:01 PM with the following members present: Councilmembers \*\*Susan Eads, Pat Byrne, Rick Dawkins, \*Sean Reed, \*\*\*Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

#### **DISCUSSION.**

#### **Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for February 27, 2018.**

Council and Staff made community-related announcements and discussed individual agenda items.

\*\*Councilmember Reed left at 6:05 PM and returned at 6:07 PM. He also left at 6:49 PM, but returned momentarily at 6:49 PM.

\* Councilmember Eads arrived at 6:10 PM. At 6:18 PM she left the meeting and returned at 6:20 PM. She also left at 6:27 PM and returned at 6:29 PM and then left meeting at 6:49 PM.

\*\*\*Councilmember Allen left the meeting at 6:33 PM and returned at 6:35 PM.

Mayor Dukes adjourned the meeting at 6:48 PM.

ATTEST:

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

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

A notice for the regular Midwest City Council was filed for the calendar year with the City Clerk of Midwest City. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website ([www.midwestcityok.org](http://www.midwestcityok.org)).

## **Midwest City Council Minutes**

February 27, 2018 – 7:00 PM

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. Mayor Matt Dukes called the meeting to order at 7:02 PM with the following members present: Councilmembers: Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

**Opening Business.** Emergency Management Director, Mike Bower, opened with the invocation; followed by the Pledge of Allegiance led by Mayor Dukes. Council and staff made community-related announcements.

**Consent Agenda.** Dawkins made a motion to approve the Consent Agenda, as submitted, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of February 13, 2018, as submitted.
2. Discussion and consideration of accepting the City Manager's Report for the month of January, 2018.
3. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: General Gov't Sales Tax Fund, revenue/Miscellaneous (09) \$21,458; expenses/Street (09) \$21,458. Emergency Operations Fund, revenue/Miscellaneous (00) \$750; expenses/Emergency Operations (21) \$750.
4. Discussion and consideration of passing and approving Resolution 2018-05 for the City of Midwest City, Oklahoma to establish a capital asset threshold for financial statement reporting purposes.
5. Discussion and consideration of approval of Legal Services Agreement with Williams, Box, Forshee & Bullard, P.C., and authorizing the Mayor/Chairman to execute the Legal Services Agreement and other related documents and agreements.
6. Discussion and consideration apply to participate in the Oklahoma Corporation Commission Indemnity Fund for assistance in closing OCC Case #064-4221, Facility ID #55-57609 at 5825 SE 15th Street.
7. Discussion and consideration of entering into a contract with SCS Engineers, Yukon, OK, not to exceed \$50,000 to oversee the City's application to the Oklahoma Corporation Commission Indemnity Fund and subsequent work necessary to administer and close OCC Case #064-4221, Facility ID #55-57609 at 5825 SE 15th Street.

8. Discussion and consideration of 1) awarding and entering into a contract with OneSource Managed Services for lease and maintenance of a Xerox Altalink C8045 Multifunctional copier for a 60-month contract at \$99.21 per month; and 2) entering into a maintenance contract for the Xerox Altalink C8045 at the rate of \$0.00650 per black and white image and \$0.043 per color image.
9. Discussion and consideration of accepting a grant of Permanent Easement from Travis E Vaught and Mary E Vaught across a certain parcel of land located within the corporate boundaries of Midwest City being a part of Lot Seven (7) Block Three (3) of Country Club Terrace Addition in the Southwest Quarter (SW/4) of Section Thirty Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.
10. Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with C. H. Guernsey & Company in the amount of \$7,925 for the preparation of a Phase I Feasibility Study concerning entering into an agreement with Waste Management for the acquisition of earthen fill material located on the city property located in the vicinity of N.E. 36rd Street and Air Depot Boulevard.
11. Discussion and consideration of accepting maintenance bonds from First Water Contracting, LLC in the amounts of \$29,183.25 and \$27,548.00, respectively. Discussion and consideration of accepting maintenance bonds from United Trenching, Inc. in the amounts of \$12,167.80 and \$16,781.19, respectively.
12. Discussion and consideration of accepting maintenance bonds from Turning Point Industries Inc. in the amount of \$16,899.50. Discussion and consideration of accepting maintenance bonds from Holland Backhoe, Inc. in the amount of \$6,724.00 and \$8,848.30, respectively.
13. Discussion and consideration of accepting maintenance bonds from Southwest Water Works L.L.C. in the amount of \$3,573.50 and \$10,882.50, respectively.
14. Discussion and consideration of reappointing Steve Franks and Jerry White to the Plumbing, Gas and Mechanical Board for additional three year terms.
15. Discussion and consideration of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid.

### **Discussion Items.**

1. **Discussion and consideration of approving a resolution establishing 100% of all fees and taxes from 9-1-1 emergency telephone services to be collected by ACOG for the period February 27, 2018 through June 30, 2018.** Byrne made a motion to accept Resolution 2018-08, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

2. **Discussion and consideration of approving and entering into the FY 2018-2019 Service Contract with the Midwest City Branch YMCA for services at Reed Baseball Complex and Civic Baseball Complex. The contract is from March 1, 2018 through February 28, 2019.** Dawkins made a motion to approve and enter into the Service Contract, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
3. **Discussion and Consideration of supplementing the street department budget for FY 17-18 by adding a fulltime grounds keeping position for the purposes of maintaining Reed, Civic and Doug Hunt sports complexes.** Eads made a motion to approve the supplement, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
4. **(PC – 1932) Public hearing with discussion and consideration of approval of the proposed Final Plat of Turtlewood 6th Addition for the property described as a part of the SE/4 of Section 7, T-11-N, R-1-W.** Bo Peeler, 2302 S. Webster Dr.; John Earle, 2305 S. Webster Dr.; and Mohammad Farzaneh of Home Creations; all spoke with the Council. Byrne made a motion to approve, with the required detention pond maintenance as discussed, seconded by Reed. After discussion, Byrne withdrew his motion. More discussion was had and Eads made a motion to take no action, seconded by Byrne. Eads amended her motion to continue the item to the March 13, 2018 Council meeting, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
5. **(PC-1937) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Drinking Establishment: Sit-Down, Alcoholic Beverages and Low-Point Beer Permitted in the C-3, Community Commercial district, for the property described as a part of the NW/4 of Section 3 T-11-N, R-2-W, located at 232 S. Air Depot Blvd.** Applicants LaBrika Chaffer, 2134 Smethwick, OKC, and Ryan Ruthledge, 717 N 23<sup>rd</sup>, Moore, OK spoke with the Council. Dawkins made a motion to approve Resolution 2018-06, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
6. **(PC-1938) Public hearing with discussion and consideration of approval of the St. Charles Place Final Plat for the property described as a tract of land lying in the SW/4 of section 36, T-12-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.** Derek Jackson, 5350 S. Western Ave., Suite 152, OKC, and Fred Hawk, 1302 S Caldwell Dr. spoke with the Council. Dawkins made a motion to approve the final plat, as submitted, seconded by Allen. Voting aye: Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Abstain: Eads. Motion carried.

**New Business/Public Discussion.** No one appeared for new business or public discussion.

**Adjournment.** There being no further business, Mayor Dukes adjourned the meeting at 8:23 PM.

ATTEST:

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

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





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

**Memorandum**

**TO:** Honorable Mayor and Council

**FROM:** Catherine Wilson, Human Resources Director

**DATE:** March 13, 2018

**RE:** Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.

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 January 2018.

This is a staff update

A handwritten signature in black ink, appearing to read "Catherine Wilson", with a long horizontal flourish extending to the right.

Catherine Wilson, Human Resources Director

<b>FISCAL YEAR 2016-2017</b>	<b>**Jul -17**</b>	Aug - 17	<b>Sep - 17**</b>	<b>*Oct - 17*</b>	Nov - 17	Dec - 17	Jan - 18	Feb - 18	<b>Mar - 18**</b>	Apr - 18	May - 18	Jun - 18
<b>PLAN INCOME</b>												
Budgeted (MTD)	583,812	583,812	875,718	583,812	583,812	583,812	583,812	583,812	875,718	583,812	583,812	583,812
Actual (MTD)	549,884	581,809	762,314	573,509	575,591	584,948	639,389					
Budgeted (YTD)	583,812	1,167,624	2,043,342	2,627,154	3,210,966	3,794,778	4,378,590					
Actual (YTD)	549,884	1,131,693	1,894,007	2,467,516	3,043,107	3,628,055	4,267,444					
<b>PLAN CLAIMS/ADMIN COSTS</b>	<b>**Jul -17**</b>	Aug - 17	<b>Sep - 17</b>	<b>*Oct - 17*</b>	Nov - 17	Dec - 17	<b>**Jan - 18*</b>	Feb - 18	<b>Mar - 18</b>	Apr - 18	May - 18	Jun - 18
Budgeted (MTD)	583,489	583,489	875,235	583,489	583,489	583,489	583,489	583,489	875,235	583,489	583,489	583,489
Actual (MTD)	570,148	531,432	564,791	564,182	535,313	709,157	594,992					
Budgeted (YTD)	583,489	1,166,978	1,731,769	2,295,951	2,831,264	3,540,421	4,135,413					
Actual (YTD)	570,148	1,101,580	1,666,371	2,230,553	2,765,866	3,475,023	4,070,015					
<b>EXCESS INCOME vs. EXPENDITURES</b>	<b>**Jul -17**</b>	Aug - 17	<b>Sep - 17</b>	<b>*Oct - 17*</b>	Nov - 17	Dec - 17	<b>**Jan - 18*</b>	Feb - 18	<b>Mar - 18</b>	Apr - 18	May - 18	Jun - 18
Budgeted (MTD)	323	323	483	323	323	323	323	323	483	323	323	323
Actual (MTD)	-20,264	50,377	197,523	9,327	40,278	-124,209	44,397					
Budgeted (YTD)	323	646	311,573	331,203	379,702	254,357	243,177					
Actual (YTD)	-20,264	30,113	227,636	236,963	277,241	153,032	197,429					
<b>FISCAL YEAR 2016-2017</b>	<b>Jul -16</b>	<b>Aug - 16</b>	<b>Sep - 16**</b>	<b>Oct - 16</b>	<b>Nov - 16</b>	<b>Dec - 16</b>	<b>Jan - 17</b>	<b>Feb - 17</b>	<b>Mar - 17**</b>	<b>Apr - 17</b>	<b>May - 17</b>	<b>Jun - 17</b>
<b>PLAN INCOME</b>												
Budgeted (MTD)	572,353	572,353	572,353	572,363	572,363	572,363	572,363	572,363	572,363	572,363	572,363	572,363
Actual (MTD)	531,527	538,079	727,097	538,294	539,198	539,768	552,582	539,534	725,689	540,627	542,944	659,736
Budgeted (YTD)	572,353	1,144,706	1,717,059	2,289,422	2,861,785	3,434,148	4,006,511	4,578,874	5,151,237	5,723,600	6,295,963	6,868,326
Actual (YTD)	531,527	1,069,606	1,796,703	2,334,997	2,874,195	3,413,963	3,966,545	4,506,079	5,231,768	5,772,395	6,315,339	6,975,075
<b>PLAN CLAIMS/ADMIN COSTS</b>	<b>Jul -16</b>	<b>Aug - 16</b>	<b>Sep - 16</b>	<b>Oct - 16</b>	<b>Nov - 16</b>	<b>Dec - 16</b>	<b>Jan - 17</b>	<b>Feb - 17</b>	<b>Mar - 17</b>	<b>Apr - 17</b>	<b>May - 17</b>	<b>Jun - 17</b>
Budgeted (MTD)	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896	559,896
Actual (MTD)	629,294	570,126	572,340	694,343	537,963	524,514	696,790	430,232	443,512	511,423	713,962	526,785
Budgeted (YTD)	559,896	1,119,792	1,679,688	2,239,584	2,799,480	3,359,376	3,919,272	4,479,168	5,039,064	5,598,960	6,158,856	6,718,752
Actual (YTD)	629,294	1,199,420	1,771,760	2,466,103	3,004,066	3,528,580	4,225,370	4,655,602	5,099,114	5,610,537	6,324,499	6,851,284
<b>EXCESS INCOME vs. EXPENDITURES</b>	<b>Jul -16</b>	<b>Aug - 16</b>	<b>Sep - 16</b>	<b>Oct - 16</b>	<b>Nov - 16</b>	<b>Dec - 16</b>	<b>Jan - 17</b>	<b>Feb - 17</b>	<b>Mar - 17</b>	<b>Apr - 17</b>	<b>May - 17</b>	<b>Jun - 17</b>
Budgeted (MTD)	12,457	12,457	12,457	12,467	12,467	12,467	12,467	12,467	12,467	12,467	12,467	12,467
Actual (MTD)	-97,767	-32,047	154,757	-156,049	1,235	15,254	-144,208	109,302	282,177	29,204	-171,018	132,951
Budgeted (YTD)	12,457	24,914	37,371	49,838	62,305	74,772	87,239	99,706	112,173	124,640	137,107	149,574
Actual (YTD)	-97,767	-129,814	24,943	-131,106	-129,871	-114,617	-258,825	-149,523	132,654	161,858	-9,160	123,791

Jan. 7/FY 2018:\$1,890,096  
 Jan. 7/FY 2017 \$1,513,626  
 Jan. 7/FY 2016 \$1,521,210  
 Jan. 7/FY 2015 \$1,575,544

**SEPT. AND MARCH HAVE 3 PAYROLLS**

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



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

## Memorandum

Date: March 13, 2018

To: Honorable Mayor and Council

From: Catherine Wilson, Human Resources Director

Re: Discussion and consideration of entering into a Contract to Provide Employee Assistance and Related Services with Stacey Stephens, a Licensed Professional Counselor (LPC) for the remainder of FY 2017/2018. Ms. Stephens has agreed to provide her services at the same rates as our current EAP Counselor, these rates are \$2.25 per employee per month, and for mandated issues there is a \$106.83 charge per initial assessment and \$62.44 per session, by allowing Ms. Stephens to be added to the current FY 2017/2018 we will be adding approximately \$4,140.00 to the L&H expenses.

It has been requested by the Police Department that we add a second LPC to our Employee Assistance program effective March 1, 2018. Ms. Stacey Stephens has assisted the Police Department with individuals with issues specific to Post Traumatic Stress Syndrome (PTSD). Ms. Stephens specializes in Critical Incidents and has work with other Municipalities. By adding her to the program we are providing our employees with a choice of LPCs which is an additional benefit to all city employees.

Ms. Stephens has agreed to provide her services at the same rates as our current EAP Counselor these rate are \$2.25 per employee per month, and for mandated issues there is a \$106.83 charge per initial assessment and \$62.44 per session, by allowing Ms. Stephens to be added to the current FY 2017/2018 we will be adding approximately \$4,140.00 to the L&H expenses.

The Employee Assistance Program is required by law of employers who perform random substance abuse testing as we do. The services provided continue to be well received and utilized by our employees and their family members.

Types of services the City, the employees and their family members have used have included fitness for duty exams, return to work counseling, following drug or alcohol offenses, traumatic disorder counseling, family counseling, and financial counseling.

Staff recommends approval.

A handwritten signature in black ink, appearing to read "Catherine Wilson", with a stylized flourish at the end.

Catherine Wilson, MPA

HR Director

**CONTRACT TO PROVIDE EMPLOYEE ASSISTANCE  
PROGRAM AND RELATED SERVICES**

This contract is made by and between the City of Midwest City, Oklahoma, hereafter referred to as CMC and Stacey A. Stephens, Licensed Professional Counselor (LPC), hereafter referred to as Stacey Stephens, LPC.

Stacey Stephens, LPC hereby agrees to provide services to CMC via an Employee Assistance Program, also referred to as an EAP, for the employees of CMC.

The provision of the services will follow the guideline as outlined below:

1. Stacey Stephens, LPC will provide an educational program to the employees of CMC concerning the merits of the EAP and the procedure for securing its services. A description of services will be provided to employees by Stacey Stephens, LPC and is attached hereto and labeled as Attachment A.
2. Stacey Stephens, LPC will provide assessment and referral services for employees that either volunteer to access the EAP or employees mandated to access the EAP services including not more than six (6) counseling sessions with an option to extend services for two additional sessions in situations where resolution is thought to be within the two session extension. For extended services Stacey Stephens, LPC may bill third party or utilize private pay for extended services.
3. Stacey Stephens, LPC will provide reports to CMC concerning the number of persons using the program and the range of referral reasons for services. A description of the reports, which will be provided to CMC under this contract attached hereto and labeled as Attachment B.
4. Stacey Stephens, LPC will provide guidance for complying with the Federal Drug Free Workplace Act and other state, local or federal requirements that may be issued during the term of the contract.
5. Stacey Stephens, LPC agrees to indemnify, defend and hold harmless CMC, its officers, employees and agents from and against all losses, costs, expenses, including attorney's fees, claims, suits and judgments, whatsoever, in connection with injury to, or death of, any persons, or loss of or damage to property resulting from any and all operations performed by Stacey Stephens, LPC, its officers, employees and agents under any of the terms of this contract.
6. At any time during the term of this contract that Stacey Stephens, LPC has personnel doing work and furnishing necessary labor or services arising from this contract, the CMC must be fully protected by Stacey Stephens, LPC have the following:
  - a. Worker's Compensation Insurance as required by law, and Stacey Stephens, LPC shall require any and all subcontractors to similarly provide Worker's Compensation Insurance for all of the latter's employees who are engaged in such work unless such employees are covered by the protection afforded by Stacey Stephens, LPC insurance.

- b. Liability insurance, applicable to performance of the contract in an amount not less than one hundred thousand (\$100,000.00) to any claimant for any claim for injury to any person, including death or property damage, and one million dollars (\$1,000,000.00), for any number of claims arising out of a single event or occurrence, which may arise in the course of Stacey Stephens, LPC performing work or services under this contract for CMC.
7. Should any of the required insurance policies be canceled, non-renewed, or materially modified before the expiration date, the issuing company will provide thirty (30) days written notice to CMC before the expiration, modification or cancellation date of said policy or policies.
8. The relationship of CMC and Stacey Stephens, LPC is that of an independent contractor. This contract does not establish, nor is it intended to establish, a principal-agent relationship.
9. This contract may be terminated by either CMC or Stacey Stephens, LPC should any party fail to perform any of the obligations described herein. Provided that, prior to terminating this contract, the party seeking to terminate the contract shall provide written notice of the default to the party in default and the party in default shall have thirty (30) days after the receipt of the notice of the default to cure the alleged default. If the default is cured prior to the expiration of the thirty (30) days after receipt of the notice of default, the contract shall not be terminated because of a failure to perform an obligation under this contract.
10. This contract may be terminated by either party, CMC or Stacey Stephens, LPC for any reason whatsoever by providing ninety (90) days written notice to the other party prior to the expected termination date.
11. All notices, communications and contacts required by this contract shall be written and shall be made by hand delivering or depositing in the United States mail, return receipt requested, to the following:

If to Stacey Stephens, LPC

Stacey Stephens, LPC  
1605 N. Harrison  
Shawnee, OK 74804

If to CMC

Catherine Wilson  
Human Resources Director  
City of Midwest City  
100 N. Midwest Blvd.  
Midwest City, OK 73110


12. This contract shall not be assigned, transferred or modified without the written consent of both CMC and Stacey Stephens, LPC.
13. CMC agrees to provide Stacey Stephens, LPC with a bi-annual roster of full-time employees.

- 14. Stacey Stephens, LPC agrees to provide the services described for the amount of two dollars and twenty-five cents (\$2.25) per month full-time employee. Stacey Stephens, LPC also agrees to provide services to employees who have been mandated by CMC for one hundred six dollars and eighty-three cents (\$106.83) which is the initial assessment and sixty-two dollars and forty-four cents (\$62.44) for each additional session. Stacey Stephens, LPC will provide monthly invoices setting forth the services performed and charges for those services to CMC, and CMC shall pay submitted invoices within thirty (30) days of receipt of the invoice.
- 15. The term of this contract is for the remainder of the FY 2017/2018 to be effective March 1, 2018 through June 30, 2018.
- 16. Any agreement to extend or renew this contract will require both parties to agree to stated terms and any modifications, and enter into a new, extended or modified contract.
- 17. This is a lawful and binding contract entered into subject to the laws of the State of Oklahoma.
- 18. Wherefore, in agreement to the mutual terms, conditions, covenants and obligations set forth above, the parties have set forth their hands below on the \_\_\_\_ day of February 2018.

CITY OF MIDWEST CITY, INC.

Stacey A. Stephens, LPC

\_\_\_\_\_  
 Rick Dawkins, Acting Mayor  
 City of Midwest City, OK

  
 Stacey A. Stephens, LPC  
 Licensed Professional Counselor

ATTEST:

APPROVED

as to form and legality \_\_\_\_ day of \_\_\_\_ 2018

\_\_\_\_\_  
 City Clerk

\_\_\_\_\_  
 Philip W. Anderson, City Attorney

**ATTACHMENT "A"**

In order to provide the quality Employee Assistance program services to the employees and family members of CMC, Stacey Stephens, LPC agrees to provide the following services:

1. Assessment/evaluation, referral to appropriate community service providers, and/or short-term counseling not to exceed six (6) sessions unless third party or private pay arrangement are made.
2. Services are applicable to the employee and members of their immediate household. Services will be made available to youth and families of the referred employee to ensure the most appropriate and comprehensive service plans which are utilized to establish employee and family well-being.
3. Stacey Stephens, LPC will provide follow-up no more than six months following the last session of the employee.
4. Stacey Stephens, LPC will provide management consultation to supervisors regarding problem employees on the phone or in person at Stacey Stephens, LPC office.
5. Stacey Stephens, LPC will maintain accurate records of EAP participants in accordance with all applicable state and federal statutes regarding confidentiality.
6. Twenty-four hour answering service is available in case of employee crisis.

**ATTACHMENT "B"**

**REPORTING:** Stacey Stephens, LPC shall report the following information on a quarterly basis to CMC:

1. The number of employees or family members seen with demographic data.
2. The type of referrals, issues or problems, if necessary.
3. The average number of sessions utilized.





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

### Memorandum

**TO:** Honorable Mayor and Council

**FROM:** Catherine Wilson, Human Resources Director

**DATE:** March 13, 2018

**RE:** Discussion and consideration of entering into a Contract to Provide Employee Assistance and Related Services with Dan Benton, LPC for FY 2018/2019 to provide the Employee Assistance Program and related services to City employees at the rate of \$2.25 per employee per month, and \$106.83 per initial assessment and \$62.44 per session.

There were no increases in the EAP contract from the past fiscal year.

The Employee Assistance Program is required by law of employers who perform random substance abuse testing as we do. The services provided continue to be well received and utilized by our employees and their family members.

Types of services the City, the employees and their family members have used have included fitness for duty exams, return to work counseling, following drug or alcohol offenses, traumatic disorder counseling, family counseling, and financial counseling.

This service is provided at a rate of \$2.25 per employee per month at approximately \$13,311.00, annually as this can vary with staffing level, and \$106.83 per initial assessment and \$62.44 per session these charges are assessed on a case by case basis.

Staff recommends approval.

Catherine Wilson, Human Resources Director

CONTRACT TO PROVIDE EMPLOYEE ASSISTANCE  
PROGRAM AND RELATED SERVICES

This contract is made by and between the City of Midwest City, Oklahoma, hereafter referred to as CMC and Dan L. Benton, Licensed Professional Counselor (LPC), hereafter referred to as Dan L. Benton, LPC.

Dan L. Benton, LPC hereby agrees to provide services to CMC via an Employee Assistance Program, also referred to as an EAP, for the employees of CMC.

The provision of the services will follow the guidelines as outlined below:

1. Dan L. Benton, LPC will provide an educational program to the employees of CMC concerning the merits of the EAP and the procedures for securing its services. A description of services will be provided to employees by Dan L. Benton, LPC and is attached hereto and labeled as Attachment A.
2. Dan L. Benton, LPC will provide assessment and referral services for employees that either volunteer to access the EAP or employees mandated to access the EAP services including not more than six (6) counseling sessions with an option to extend services for two additional sessions in situations where resolution is thought to be within the two session extension. For extended services, Dan L. Benton, LPC may bill third party or utilize private pay for extended services.
3. Dan L. Benton, LPC will provide reports to CMC concerning the number of persons using the program and the range of referral reasons for services. A description of the reports, which will be provided to CMC under this contract, is attached hereto and labeled as Attachment B.
4. Dan L. Benton, LPC will provide procedural steps in complying with the Federal Drug Free Workplace Act and other state, local, or federal requirements that may be issued during the term of this contract.
5. Dan L. Benton, LPC agrees to indemnify, defend and hold harmless CMC, its officers, employees and agents from and against all losses, costs, expenses, including attorney's fees, claims, suits and judgments, whatsoever, in connection with injury to, or death of, any persons, or loss of or damage to property resulting from any and all operations performed by Dan L. Benton, LPC, its officers, employees and agents under any of the terms of this contract.
6. At any time during the term of this contract that Dan L. Benton, LPC has personnel doing work and furnishing necessary labor or services arising from this contract, the CMC must be fully protected by Dan L. Benton, LPC having the following:
  - a. Worker's Compensation Insurance as required by law, and Dan L. Benton, LPC shall require any and all subcontractors to similarly provide Worker's Compensation Insurance for all of the latter's employees who are engaged in such work unless such employees are covered by the protection afforded by Dan L. Benton, LPC insurance.

- b. Liability insurance, applicable to performance of the contract in an amount not less than one hundred thousand (\$100,000.00) to any claimant for any claim for injury to any person, including death or property damage, and one million dollars (\$1,000,000.00), for any number of claims arising out of a single event or occurrence, which may arise in the course of Dan L. Benton, LPC performing work or services under this contract for CMC.
7. Should any of the required insurance policies be canceled, non-renewed, or materially modified before the expiration date, the issuing company will provide thirty (30) days written notice to CMC before the expiration, modification or cancellation date of said policy or policies.
8. The relationship of CMC and Dan L. Benton, LPC is that of an independent contractor. This contract does not establish, nor is it intended to establish, a principal-agent relationship.
9. This contract may be terminated by either CMC or Dan L. Benton, LPC should any party fail to perform any of the obligations described herein. Provided that, prior to terminating this contract, the party seeking to terminate the contract shall provide written notice of the default to the party in default and the party in default shall have thirty (30) days after the receipt of the notice of the default to cure the alleged default. If the default is cured prior to the expiration of the thirty (30) days after receipt of the notice of default, the contract shall not be terminated because of a failure to perform an obligation under this contract.
10. This contract may be terminated by either party, CMC or Dan L. Benton, LPC for any reason whatsoever by providing ninety (90) days written notice to the other party prior to the expected termination date.
11. All notices, communications and contacts required by this contract shall be written and shall be made by hand delivering or depositing in the United States mail, return receipt requested, to the following:

If to Dan L. Benton, LPC  
Dan L. Benton, LPC  
1212 S. Air Depot, Suite 43  
Midwest City, OK 73110

If to CMC  
Catherine Wilson  
Human Resources Director  
City of Midwest City  
100 N. Midwest Blvd.  
Midwest City, OK 73110

12. This contract shall not be assigned, transferred or modified without the written consent of both CMC and Dan L. Benton, LPC.
13. CMC agrees to provide Dan L. Benton, LPC with a bi-annual roster of full-time employees.
14. Dan L. Benton, LPC agrees to provide the services described for the amount of two dollars and twenty-five cents (\$2.25) per month full-time employee. Dan L.

Benton, LPC also agrees to provide services to employees who have been mandated by CMC for one hundred six dollars and eighty-three cents (\$106.83) which is the initial assessment and sixty-two dollars and forty-four cents (\$62.44) for each additional session. Dan L. Benton, LPC will provide monthly invoices setting forth the services performed and charges for those services to CMC, and CMC shall pay submitted invoices within thirty (30) days of receipt of the invoice.

15. The term of this Contract shall be one (1) year, commencing on **July 1, 2018 and ending June 30, 2019.**
16. Any agreement to extend or renew this contract will require both parties to agree to stated terms and any modifications, and enter into a new, extended or modified contract.
17. This is a lawful and binding contract entered into subject to the laws of the State of Oklahoma.
18. Wherefore, in agreement to the mutual terms, conditions, covenants and obligations set forth above, the parties have set forth their hands below on this \_\_\_\_ day of \_\_\_\_ 2018.

CITY OF MIDWEST CITY, INC.

Dan L. Benton, LPC

\_\_\_\_\_  
Matt Dukes, Mayor  
City of Midwest City, OK

\_\_\_\_\_  
Dan L. Benton, LPC  
Licensed Professional Counselor

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary

## ATTACHMENT "A"

In order to provide the quality Employee Assistance Program services to the employees and family members of CMC, Dan L. Benton, LPC agrees to provide the following services:

1. Assessment/evaluation, referral to appropriate community service providers, and/or short-term counseling not to exceed six (6) sessions unless third party or private pay arrangements are made.
2. Services are applicable to the employee and members of their immediate household. Services will be made available to youth and families of the referred employee to ensure the most appropriate and comprehensive service plans which are utilized to establish employee and family well-being.
3. Dan L. Benton, LPC will provide follow-up no more than six months following the last session with the employee.
4. Dan L. Benton, LPC will provide management consultation to supervisors regarding problem employees on the phone or in person at Dan L. Benton, LPC office.
5. Dan L. Benton, LPC will maintain accurate records of EAP participants in accordance with all applicable state and federal statutes regarding confidentiality.
6. Twenty-four hour answering service is available in case of employee crisis.

ATTACHMENT "B"

REPORTING: Dan L. Benton, LPC shall report the following information on a quarterly basis to CMC:

1. The number of employees or family members seen with demographic data.
2. The type of referrals, issues or problems, if necessary.
3. The average number of sessions utilized.



The City of  
**MIDWEST CITY**  
COMMUNITY DEVELOPMENT DEPARTMENT -  
ENGINEERING DIVISION

Billy Harless, Community Development Director  
Patrick Menefee, P.E., City Engineer

ENGINEERING DIVISION  
Patrick Menefee, City Engineer  
CURRENT PLANNING DIVISION  
Kellie Gilles, Manager  
COMPREHENSIVE PLANNING  
Julie Shannon, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Allison, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

---

TO : Honorable Mayor and Council

FROM : Patrick Menefee, P.E., City Engineer

DATE : March 13th, 2018

SUBJECT : Discussion and consideration of authorizing the renewal of the resolution entering into a right-of-way, public utility, and encroachment agreement for Federal-aid/State-aid Project Number J2-854(004), State Job Number 28854(04)(05)(06), with the Oklahoma Department of Transportation to construct the new I-40 overpass at Sooner Road.

---

This a renewal of a resolution originally approved on December 13th, 2016. This renewed resolution is for Federal-aid/State-aid Project Number J2-8854(004), State Job Number 28854(04)(05)(06) with the Oklahoma Department of Transportation and is for the construction of the new I-40 overpass at Sooner Road. ODOT enters into an agreement with the local municipality on Interstate projects to ensure cooperation from the local entity. As per state statute, the agreement obligates the local municipality to provide funding assistance for franchise utility relocations associated with the project. Estimates place the City's obligation at \$36,248.58.

Staff recommends approval.

Patrick Menefee, P.E.,  
City Engineer

Attached is a copy of the original resolution, now expired.

**RESOLUTION \_\_\_\_\_**

WHEREAS, it appearing reasonable and necessary for the CITY OF MIDWEST CITY, OKLAHOMA, to execute an Agreement in connection with the construction of a public project known as Project No. J2-8854(004) , State Job No. 28854 (04) Construction, (05) R/W, (06) Utilities, in accordance with the terms and tenor of 69 O.S. 2011, §§ 1205, 1206, 1401 and 1403.

NOW, THEREFORE, BE IT RESOLVED by the CITY OF MIDWEST CITY, OKLAHOMA, sitting in regular session that such contract be entered and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law.

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR



**RIGHT-OF-WAY, PUBLIC UTILITY  
AND ENCROACHMENT AGREEMENT**

This Agreement, entered into by and between the City of Midwest City, Oklahoma County, Oklahoma, hereinafter the City, and the Department of Transportation of the State of Oklahoma, hereinafter the Department,

**WITNESSETH**

WHEREAS, the Department proposes to construct certain highway improvements on an Interstate Route in the City of Midwest City, Oklahoma, as follows:

That the Department proposes construction of bridge and approaches on I-40: E.B. AND W.B. BRIDGES OVER SOONER ROAD 3.1 MILES EAST OF I-35 according to the plans for Federal/ State Aid Project No. J2-8854(004), State Job No. 28854(04) Construction, (05) R/W, (06) Utilities.

WHEREAS, it is necessary that certain utilities and/or utility facilities will require adjustment(s) to accommodate the construction and future maintenance of the above described interstate highway improvement project, and

WHEREAS, Federal funds have been made available by the Federal Highway Administration, through the Department, and will participate in and pay an amount not to exceed 80% of the actual, reasonable, and necessary utility adjustment costs, and

WHEREAS, legislative authorization and the rules, regulations, policies and procedures of the Department provide the basis of cooperation between the parties regarding the financial responsibility and cost sharing of all the actual and reasonable necessary utility adjustment costs not borne by the Federal Highway Administration (estimated to be a minimum of 20% of the total utility adjustment costs).

NOW, THEREFORE, the parties hereto agree as follows:

The City agrees:

1. To the location of said highway improvement project and acknowledges receipt of and adopts the construction plans for said project as the official bridge and approaches plans of the City for all streets, boulevards or arterial highways included therein. Further, and in addition to the provisions contained elsewhere herein, City hereby grants to the Department access to and the use of all rights-of-way belonging to or controlled by the city and Further, City shall not permit the vacation of any such street, alley or other rights-of-way without the prior written approval of Chief, Right of Way & Utilities Division, Department of Transportation, State of Oklahoma.

2. To reimburse and promptly pay to the Department when the actual amounts become known, the balance of the total costs expended for the necessary utility adjustments not paid with Federal funds on and for all utility adjustments, less and except present City owned utilities and utility facilities. The City's financial obligation shall be no less than 20% of these total costs.
3. To the extent permitted by the **Oklahoma Governmental Tort Claims Act**, Title 51 Oklahoma Statutes, 2011§ 151 *et seq.* and by the Oklahoma Constitution Article 10, § 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, its officers and employees, and shall protect and defend at its own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City's execution, performance, or failure to perform, any provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall require the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the **Oklahoma Governmental Tort Claims Act**, 51 O.S. 2011 § 151 *et seq.*, all such limitations, exemptions, and defenses shall be available to and may be asserted by the City. No liability shall attach to the Department except as expressly provided herein. Said indemnification shall include all causes of action arising from contract, tort, negligence, condemnation or inverse condemnation.
4. 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 City agrees and stipulates as stated in the ODEQ's General Permit OKR10, dated September 13, 2002, or latest revision, to secure a storm water permit with the ODEQ, for utility relocations, when required. It is agreed that the storm water management plan for the project previously described in the document includes the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.
5. If any existing, future or proposed local statute, ordinance, court order, rule policy, or other directive, including but not limited to, those that relate to right-of-way acquisition, encroachment removal, acquisition or relocation of outdoor advertising signs or structures or storm water drainage facilities, that are more restrictive than state or federal regulations, including all applicable Federal and State laws regarding the erecting, maintaining, and relocation of outdoor advertising signs or any other locally proposed change, including, but not limited to, plats or re-plats, that results in

any increased costs for right-of-way acquisitions, removal of encroachments, or the relocation, erecting, or maintaining of outdoor advertising signs or structures or storm water drainage facilities, City shall be solely responsible for all such related costs as the same are determined at the sole discretion of the Department, when such increased costs, including but not limited to relocation, acquisition, or litigation costs, are associated with any existing, future or proposed local statute, ordinance, court order, rule, policy, or other directive or change.

The Department agrees:

1. To construct said project in accordance with said plans and specifications; provided the right to make such changes in the plans and specifications as are necessary for the proper construction and maintenance of said project is reserved by the Department.
2. To pay the balance of the total costs expended for the necessary adjustments of City owned utilities and utility facilities not paid with Federal funds. The State's financial obligation shall be no less than 20% of these total costs.
3. The Department understands and acknowledges that the City is a municipal corporation and a charter city created and existing under the Constitution and Laws of the State of Oklahoma. The Department further acknowledges and understands that the obligations, duties and liabilities under this Agreement, including but not necessarily limited to all covenants to pay reimbursement or make payment from City funds, to provide City funds to acquire properties, to provide City funds to maintain and operate facilities, improvements, or rights of way, to annually provide City funds for maintenance, personnel and/or equipment, and/or to provide City funds for inspection are subject to annual appropriation of the City Council of the City and the availability of funds for such purpose.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the City on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the Department on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CITY OF MIDWEST CITY

(SEAL)

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM AND  
LEGALITY

\_\_\_\_\_  
CITY ATTORNEY

APPROVED AS TO FORM AND  
LEGALITY

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
CHIEF, LEGAL DIVISION (ODOT)

\_\_\_\_\_  
DIRECTOR

RESOLUTION 2016-27


WHEREAS, it appearing reasonable and necessary for the CITY OF MIDWEST CITY, OKLAHOMA, to execute an Agreement in connection with the construction of a public project known as Project No. J2-8854(004) , State Job No. 28854 (04) Construction, (05) RW, (06) Utilities, in accordance with the terms and tenor of 69 O.S. 2011, §§ 1205, 1206, 1401 and 1403.

NOW, THEREFORE, BE IT RESOLVED by the CITY OF MIDWEST CITY, OKLAHOMA, sitting in regular session that such contract be entered and that a copy of same be hereto attached and made a part hereof by reference, all as provided by law.

ATTEST:

Sara Hancock  
CITY CLERK

[Signature]  
City Attorney

[Signature]  
MAYOR  
The seal is circular with a double-line border. The outer ring contains the text "MIDWEST CITY" at the top and "STATE OF OKLAHOMA" at the bottom. In the center, the word "SEAL" is written in a stylized font. There are also some smaller, less legible markings within the seal.

MWC Copy  
2016

Population 54,371

**RIGHT-OF-WAY, PUBLIC UTILITY  
AND ENCROACHMENT AGREEMENT**

This Agreement, entered into by and between the City of Midwest City, Oklahoma County, Oklahoma, hereinafter the City, and the Department of Transportation of the State of Oklahoma, hereinafter the Department,

**WITNESSETH**

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WHEREAS, it is necessary that certain utilities and/or utility facilities will require adjustment(s) to accommodate the construction and future maintenance of the above described interstate highway improvement project, and

WHEREAS, Federal funds have been made available by the Federal Highway Administration, through the Department, and will participate in and pay an amount not to exceed 80% of the actual, reasonable, and necessary utility adjustment costs, and

WHEREAS, legislative authorization and the rules, regulations, policies and procedures of the Department provide the basis of cooperation between the parties regarding the financial responsibility and cost sharing of all the actual and reasonable necessary utility adjustment costs not borne by the Federal Highway Administration (estimated to be a minimum of 20% of the total utility adjustment costs).

NOW, THEREFORE, the parties hereto agree as follows:

The City agrees:

1. To the location of said highway improvement project and acknowledges receipt of and adopts the construction plans for said project as the official bridge and approaches plans of the City for all streets, boulevards or arterial highways included therein. Further, and in addition to the provisions contained elsewhere herein, City hereby grants to the Department access to and the use of all rights-of-way belonging to or controlled by the city and Further, City shall not permit the vacation of any such street, alley or other rights-of-way without the prior written approval of Chief, Right of Way & Utilities Division, Department of Transportation, State of Oklahoma.

2. To reimburse and promptly pay to the Department when the actual amounts become known, the balance of the total costs expended for the necessary utility adjustments not paid with Federal funds on and for all utility adjustments, less and except present City owned utilities and utility facilities. The City's financial obligation shall be no less than 20% of these total costs.
3. To the extent permitted by the **Oklahoma Governmental Tort Claims Act**, Title 51 Oklahoma Statutes, 2011§ 151 *et seq.* and by the Oklahoma Constitution Article 10, § 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, it's officers and employees, and shall protect and defend at its own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City's execution, performance, or failure to perform, any provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall require the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the **Oklahoma Governmental Tort Claims Act**, 51 O.S. 2011 § 151 *et seq.*, all such limitations, exemptions, and defenses shall be available to and may be asserted by the City. No liability shall attach to the Department except as expressly provided herein. Said indemnification shall include all causes of action arising from contract, tort, negligence, condemnation or inverse condemnation.
4. 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 City agrees and stipulates as stated in the ODEQ's General Permit OKR10, dated September 13, 2002, or latest revision, to secure a storm water permit with the ODEQ, for utility relocations, when required. It is agreed that the storm water management plan for the project previously described in the document includes the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.
5. If any existing, future or proposed local statute, ordinance, court order, rule policy, or other directive, including but not limited to, those that relate to right-of-way acquisition, encroachment removal, acquisition or relocation of outdoor advertising signs or structures or storm water drainage facilities, that are more restrictive than state or federal regulations, including all applicable Federal and State laws regarding the erecting, maintaining, and relocation of outdoor advertising signs or any other locally proposed change, including, but not limited to, plats or re-plats, that results in

any increased costs for right-of-way acquisitions, removal of encroachments, or the relocation, erecting, or maintaining of outdoor advertising signs or structures or storm water drainage facilities, City shall be solely responsible for all such related costs as the same are determined at the sole discretion of the Department, when such increased costs, including but not limited to relocation, acquisition, or litigation costs, are associated with any existing, future or proposed local statute, ordinance, court order, rule, policy, or other directive or change.

The Department agrees:

1. To construct said project in accordance with said plans and specifications; provided the right to make such changes in the plans and specifications as are necessary for the proper construction and maintenance of said project is reserved by the Department.
2. To pay the balance of the total costs expended for the necessary adjustments of City owned utilities and utility facilities not paid with Federal funds. The State's financial obligation shall be no less than 20% of these total costs.
3. The Department understands and acknowledges that the City is a municipal corporation and a charter city created and existing under the Constitution and Laws of the State of Oklahoma. The Department further acknowledges and understands that the obligations, duties and liabilities under this Agreement, including but not necessarily limited to all covenants to pay reimbursement or make payment from City funds, to provide City funds to acquire properties, to provide City funds to maintain and operate facilities, improvements, or rights of way, to annually provide City funds for maintenance, personnel and/or equipment, and/or to provide City funds for inspection are subject to annual appropriation of the City Council of the City and the availability of funds for such purpose.



IN WITNESS WHEREOF, we have hereunto set our hands and seals, the City on the  
13 day of December, 2016, and the Department  
on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



CITY OF MIDWEST CITY

ATTEST:

Sara Hancock  
CITY CLERK

Mark D. [Signature]  
MAYOR

APPROVED AS TO FORM AND  
LEGALITY

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
CHIEF, LEGAL DIVISION (ODOT)

\_\_\_\_\_  
DIRECTOR



The City of  
**MIDWEST CITY**  
COMMUNITY DEVELOPMENT DEPARTMENT -  
ENGINEERING DIVISION

Billy Harless, Community Development Director  
Patrick Menefee, P.E., City Engineer

ENGINEERING DIVISION  
Patrick Menefee, City Engineer  
CURRENT PLANNING DIVISION  
Kellie Gilles, Manager  
COMPREHENSIVE PLANNING  
Julie Shannon, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Allison, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

---

To: Honorable Mayor and Council

From: Patrick Menefee, P.E., City Engineer

Date: March 13th, 2018

Subject: Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Garver, L.L.C. in the amount of \$44,100 for the preparation of engineered construction plans for a new 12 inch waterline along N.E. 23rd Street between the Soldier Creek Industrial Park west to Spencer Road.

The accompanying proposed agreement is for the engineered construction plans for the construction of a new water line that would connect the Soldier Creek Industrial Park and Spencer Road. The project will close a gap in the City's water infrastructure system along N.E. 23rd Street and would create a second water connection to the Soldier Creek Industrial Park.

The funds for this project were designated as the N.E. 23rd Street Water Line Extension project in the Capital Outlay and will be taken from the (178) Construction Loan Payment Fund.

Staff recommends entering into the design agreement.

Patrick Menefee, P.E.  
City Engineer

Attachment



**AGREEMENT FOR PROFESSIONAL SERVICES**  
**City of Midwest City**  
**Midwest City, Oklahoma**  
**Project No. 17078431**

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **CITY OF MIDWEST CITY** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER".

The Owner intends to make the following improvements:

Construction of a new 12 inch waterline between the current terminus at the Midwest City Industrial Park and the existing 8 inch waterline at Spencer Road.

GARVER will provide professional services related to these improvements as described herein.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein.

**SECTION 1 - EMPLOYMENT OF GARVER**

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

**SECTION 2 - SCOPE OF SERVICES**

GARVER's scope of services is described in attached Appendix A.

**SECTION 3 - PAYMENT**

For the work described under SECTION 2 - SCOPE OF SERVICES, the Owner will pay GARVER on a lump sum and hourly rate basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.



The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Hydraulic Analysis and Design Narrative	\$3,600	Lump Sum
Survey Services	\$12,100	Lump Sum
Preliminary Design	\$14,000	Lump Sum
Final Design	\$14,400	Lump Sum
Bidding Services	\$10,000	Hourly Rate
Construction Phase Services		
<b>TOTAL FEE</b>	<b>\$54,100</b>	

Additional Potholing Services	\$220	Per Location
-------------------------------	-------	--------------

For the lump sum portion of the contract, the lump sum amount to be paid under this agreement is \$44,100.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about June 30, 2019.

For the hourly rate portion of the contract, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix 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 this agreement is estimated to be \$10,000. The actual total fee may exceed this estimate. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 30, 2019.

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

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost plus 10 percent for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) or the Additional Potholing Services rates, plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 30, 2019.



#### **SECTION 4 - OWNER'S RESPONSIBILITIES**

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Obtaining 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 contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing 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 the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
5. Furnishing GARVER a current boundary survey with easements of record plotted for the project property.
6. Paying all plan review and advertising costs in connection with the project.
7. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. Furnishing 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.
9. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
10. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.
11. Owner will lead bid phase services, which include but are not limited to conducting the pre-bid meeting, conducting the bid opening, preparing the bid tabulation, evaluating bid conformance, providing recommendation of award of the contract, and coordinating the execution of the contract and bonds.
12. Owner will lead construction administrative services, which include but are not limited to conducting the preconstruction meeting, conducting progress meetings, reviewing contractor's pay requests, preparing change orders, coordinating the review of all submittals and requests for information between the contractor and engineer, leading construction observation services, and coordinating the substantial completion and final inspections.



## SECTION 5 – MISCELLANEOUS

### 5.1 Instruments of Service

GARVER's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however, the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants. As allowed by Oklahoma law, the Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of GARVER.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed, as allowed by Oklahoma law, that the Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

### 5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.



### 5.3 Underground Utilities

GARVER will not provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.

### 5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

### 5.5 Records

GARVER will retain all pertinent records for a period of two years beyond completion of the project. Owner may have access to such records during normal business hours.

### 5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, GARVER agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this contract.

As allowed by Oklahoma law, the Owner agrees to indemnify GARVER for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of GARVER and the Owner, they shall be borne by each party in proportion to its own negligence.

Owner agrees that any claim or suit for damages made or filed against GARVER by Owner will be made or filed solely against GARVER or its successors or assigns and that no member or employee of GARVER shall be personally liable to Owner for damages under any circumstances.



## **5.7 Design without Construction Phase Services**

It is understood and agreed that GARVER's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance, and that such services will be provided by the Owner. Construction phase services will only be performed by Garver as requested by the Owner and the Owner agrees to coordinate all construction phase assistance. The Owner assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against GARVER that may be in any way connected thereto.

In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold GARVER harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Construction Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of GARVER.

## **5.8 Limitation of Liability**

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of GARVER and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of GARVER and its subconsultants to all those named shall not exceed the amount of GARVER's collectable insurance proceeds as referenced in paragraphs 5.4 above. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

### **5.8.1 Hazardous Materials**

Nothing in this agreement shall be construed or interpreted as requiring GARVER to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste. Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, Owner shall indemnify, defend and save GARVER and its affiliates, subconsultants, agents, suppliers, and any and all employees, officers, directors of any of the foregoing, if any, from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment, including, without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of hazardous material, whether above or below ground.





### **5.9 Mediation**

The Owner and GARVER agree that any and all discussions resulting from this clause are confidential. As they may apply to the presiding rules of evidence, negotiations pursuant to this clause shall not imply admission of responsibility or guilt for the aggravating action, but shall be regarded as compromise, resolution attempts, and settlement negotiations.

The Owner and GARVER agree to, through good faith efforts, first attempt to resolve all conflicts that arise out of or related to this Agreement, through direct discussions involving senior and/or executive management representatives from their respective organizations. It is a requirement of this clause for this condition be attempted prior to the use of other dispute resolution processes. If the respective representatives are unable to develop a compromise resolving the dispute, such that it is satisfactory to both parties within thirty (30) calendar days after a party delivers a written notice of such dispute, then further mediation processes shall begin, as described herein.

If direct discussions fail to resolve the dispute, the Owner and Garver further agree to pursue non-binding mediation unless the parties mutually agree otherwise.

The Owner and GARVER further agree to use their reasonable best efforts to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants and in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

### **5.10 Litigation Assistance**

This Agreement does not include costs of GARVER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner, unless Litigation Assistance has been expressly included as part of the work defined in Section 2 - Scope of Services. In the event the Owner requests such services of GARVER, this Agreement shall be amended in writing by both the Owner and GARVER or a separate written agreement will be negotiated between the parties.

## **SECTION 6 - CONTROL OF SERVICES**

This is an Oklahoma Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and GARVER, the matter shall be resolved in accordance with the Laws of the State of Oklahoma.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.



**SECTION 7 - SUCCESSORS AND ASSIGNS**

The Owner and GARVER each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**SECTION 8 – APPENDICES AND EXHIBITS**

- 8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
  - 8.1.1 Appendix A – Scope of Services
  - 8.1.2 Appendix B – Garver Hourly Rate Schedule

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to GARVER for our records.

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

CITY OF MIDWEST CITY

GARVER, LLC

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_  
*Printed Name*

Name: Michael Graves  
*Printed Name*

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

Title: Vice President

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

Date: February 21, 2018

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_



Economic Development Department  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office: (405) 739-1218  
[rcoleman@MidwestCityOK.org](mailto:rcoleman@MidwestCityOK.org)

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Robert Coleman, Director of Economic Development

DATE: March 13, 2018

SUBJECT: Discussion and consideration of entering into an Economic Development Financing Assistance Agreement with Blackacre Properties, L.L.C, not to exceed \$25,000 for the reimbursement of expenses related to the installation of a sanitary sewer main extension in the 5600 block of the Tinker Diagonal.

During the 2017 International Council of Shopping Centers RECON Conference, Blackacre Properties met with staff to discuss the possibility of redeveloping the former Authouas Auto Sales lot, 5600 Tinker Diagonal. Blackacre wanted to construct a new building to lease to Verizon Wireless but found there were several problems thwarting the redevelopment of this site: 1) It lies partially in a Special Flood Hazard Area (“SFHA”); 2) It is also located in Airport Protection Zone II Overlay district (“APZ II”); and 3) It relied on private onsite sanitary sewer service.

Blackacre tentatively agreed to build and lease the store provided the City would provide a one-time reimbursement of up to \$25,000 towards the cost of the sanitary sewer main extension necessary for redevelopment. Blackacre representatives further agreed to pay for all engineering, easements, permits, licensing, variances and other approvals necessary to move forward.

The Midwest City Board of Adjustment at its September 5, 2017 meeting issued a variance to allow Retail Sales and Services in the APZ II for the site (Case # BA-395). On November 14, 2017, City Council accepted the ODEQ permits for the project and on January 9, 2018 the permanent utility easement was also accepted, which allowed Blackacre to commence construction.

Funds will be encumbered from the Capital Sewer (#188) Account for this expense.

Staff recommends approval of the contract as written.

Robert B. Coleman  
Director of Economic Development

Attachment: 5600 Tinker Diagonal Development Finance Assistance Agreement

STATE OF OKLAHOMA

5600 TINKER DIAGONAL  
DEVELOPMENT FINANCING ASSISTANCE AGREEMENT

COUNTY OF OKLAHOMA

**THIS 5600 TINKER DIAGONAL – RETAIL DEVELOPMENT FINANCING ASSISTANCE AGREEMENT** (this “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), by and between the City of Midwest City, Oklahoma, a municipal corporation (the “City”), and Blackacre Properties, a Tennessee limited liability company, located at 3928 Maloney Road, Knoxville, Tennessee 37920-2826 (the “Developer”).

**RECITALS**

**WHEREAS**, in order to accomplish its designated purposes, the City is empowered to provide funds for the cost of acquiring, constructing, rehabilitating, equipping, securing, maintaining and developing real and personal property within and near the City, and to enter into, make and perform contracts for the sale of its bonds, notes or other evidence of indebtedness to finance the costs thereof, and to perform all of its obligations contained in the Agreement; and

**WHEREAS**, the Developer is proposing to redevelop 5600 Tinker Diagonal, a part of the Aviation Acres Subdivision more accurately described in Exhibit “A” (hereinafter the “Property”) by constructing a retail cellular telephone and electronic device store that creates employment and enhances tax revenues and, in connection therewith, the City has offered the Developer development finance assistance by reimbursing the cost of certain infrastructure improvements associated with the redevelopment; and

**WHEREAS**, both the City and the Developer have a significant interest in encouraging and improving economic development in the City and agree that the two entities working together with the City and others will have a greater, more positive impact on commerce and economic development in the City than they would have separately; and

**WHEREAS**, based on the contributions of the City, the City and others as provided herein, and the performance of other obligations referenced, the Developer intends to invest its resources and capital to undertake the redevelopment and gentrification of an approximately 25,787.52 square foot (± .592 acres) parcel lying at the southeast corner of South Sooner Road and the Tinker Diagonal, and which is more particularly described in Exhibit A, attached hereto and incorporated by reference (the “Property”); and

**WHEREAS**, the Developer has agreed to take responsibility for the redevelopment of the Property leading to the opening of a retail cellular telephone and electronics store.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is being hereby acknowledged, the parties to this Agreement agree as follows:

1. **Recitals.** The forgoing recitals are true and correct and are hereby incorporated in this Agreement.
2. **Retail Store.** Subject to the conditions and other provisions contained herein, the Developer shall redevelop the Property for a retail cellular telephone and electronic device store that meets the following criteria:

- 2.1 A minimum 2000 square feet of gross heated space under roof.
  - 2.2 Plans and specifications must adhere to City code leading to a building permit.
  - 2.3 Materials and workmanship must be inspected and approved leading to a permanent certificate of occupancy.
3. **Developer's Obligations.** In consideration of the City's obligations set forth in Section 4, and subject to the conditions and other provisions contained in this Agreement, the Developer shall undertake the obligations set forth in this Section. Except as expressly provided in this Agreement, the Developer shall undertake the obligations set forth in this Section at its sole cost and expense.
- 3.1 Within one (1) year after the Effective Date the Developer shall extend a gravity flow sanitary sewer interceptor to the Property in compliance with City, State and Federal laws (collectively the "Project").
    - 3.1.1 Developer is responsible for all aspects of the Project including acquisition and filing of Easements; engineering design and required permitting; procurement of labor and materials; jobsite safety; insurance, bonding and all other expenses relative to the Project.
    - 3.1.2 Plans must be designed by an Oklahoma licensed engineer.
    - 3.1.3 Plans must be reviewed and approved by the City Engineering Department.
    - 3.1.4 Project must be permitted by the Oklahoma Department of Environmental Quality ("ODEQ")
    - 3.1.5 ODEQ Permits must be accepted by the City.
    - 3.1.6 Contractor installing the sanitary sewer interceptor must be licensed by the ODEQ and approved by the City.
    - 3.1.7 All aspects of the installation must be adhere to plans and are subject to City inspection.
    - 3.1.8 A letter of credit, equivalent to ten (10) percent of the completion cost of the Project must be filed in accordance with City Code.
    - 3.1.9 All permitting, inspection and bonding costs shall be borne by the Developer.
    - 3.1.10 City must formally accept the Project.
    - 3.1.11 That the Developer shall hold the City harmless for any claims and damages due to the work associated with the Project.
    - 3.1.12 The Developer may not transfer or assign in whole or in part without prior approval of the City being endorsed thereon, and that any violation of this limitation shall terminate the City's obligation and forfeit the Developer's rights thereunder.
  - 3.2 From and after the Effective Date the Developer shall in good faith undertake such actions as it determines are reasonably necessary for the design, zoning, platting and governmental permitting for the Retail Store on the Property; including but not limited to, all applicable local and state permits and approvals, land use and zoning changes, site plan approval and all other permits and licensing reasonably necessary to construct and license the Retail Store leading to a certificate of occupancy.
  - 3.3 Within six (6) months of the operation of the Retail Store for one (1) day the Developer shall submit an invoice for services rendered for the Project's completion not to exceed Twenty-Five Thousand Dollars (\$25,000.00). The Developer must also submit a completed U.S. Internal Revenue Service W-9.
4. **City's Obligations.** In consideration of the Developer's obligations set forth in Section 3, the City shall undertake the obligations set forth in this Section.

4.1 Within one (1) month of Developer meeting all terms and conditions set forth in Section 3, the City shall issue a check for Twenty-Five Thousand Dollars (\$25,000.00) made payable to the Developer.

**IT IS FURTHER AGREED** that this agreement shall finally terminate on June 30, 2018, OR after the issuance of Payment, whichever occurs first, after which the City shall not be liable for any further obligation thereunder.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

Approved and agreed to by the City of Midwest City, Oklahoma on the Effective Date.

**FOR THE DEVELOPER:**

Todd Miller  
TODD MILLER, OWNER

2/26/18  
DATE

[Signature]  
NOTARY PUBLIC



2/26/18  
DATE

My Commission expires the 4<sup>th</sup> day of APRIL, 2018

**ATTEST:**

**FOR CITY OF MIDWEST CITY, OKLAHOMA**

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CITY ATTORNEY

## **EXHIBIT "A"**

5600 Tinker Diagonal  
Legal Description

ALL THAT PART OF LOTS FORTY-ONE (41) AND FORTY-TWO (42), IN BLOCK (1), OF AVIATION ACRES, OKLAHOMA CITY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, LYING SOUTH OF INTERSTATE HIGHWAY 40 AND EAST OF SOONER ROAD, AND LOCATED IN SECTION NINE (9), TOWNSHIP ELEVEN (11) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING LOCATED EAST ALONG THE NORTH LINE OF SAID SECTION NINE (9), A DISTANCE OF 50 FEET, AND SOUTH, PARALLEL TO AND 50 FEET EAST OF THE WEST LINE OF SAID SECTION NINE (9), A DISTANCE OF 1969.64 FEET FROM THE NORTHWEST CORNER OF SAID SECTION NINE (9), FOR A POINT OF BEGINNING, AND SAID POINT OF BEGINNING BEING FURTHER IDENTIFIED AS THE SOUTHWEST CORNER OF SAID LOT FORTY-TWO (42), OF BLOCK ONE (1), OF AVIATION ACRES; THENCE FROM SAID POINT OF BEGINNING NORTH  $00^{\circ}13'18''$  WEST, PARALLEL TO AND 50 FEET EAST OF THE WEST LINE OF SAID SECTION NINE (9), A DISTANCE OF 82.07 FEET; THENCE NORTH  $60^{\circ}25'19''$  EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 40, A DISTANCE OF 49.35 FEET; THENCE SOUTH  $59^{\circ}08'30''$  EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 40, A DISTANCE OF 20.76 FEET TO A POINT ON THE EAST LINE OF SAID LOT FORTY-ONE (41), OF BLOCK ONE (1); THENCE SOUTH  $43^{\circ}00'42''$  WEST, ALONG THE EAST LINE OF SAID LOT FORTY-ONE (4) A DISTANCE OF 156.22 FEET TO THE SOUTHEAST CORNER OF SAID LOT FORTY-ONE (41); THENCE NORTH  $45^{\circ}00'30''$  WEST, ALONG THE SOUTH LINE OF SAID LOTS FORTY-ONE (41) AND FORTY-TWO (42), A DISTANCE OF 161.75 FEET TO THE POINT OF BEGINNING.



# *The City of Midwest City*

## *NEIGHBORHOODS IN ACTION*

---

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

TO: Honorable Mayor and Council

FROM: Tom Bridgett, Neighborhoods in Action Coordinator

Date: March 13, 2018

Subject: Discussion and consideration of approving and entering into a contract in an amount not to exceed \$2,000.00 for fiscal year 2018-2019 with Crutcho Public School to establish the terms and conditions under which Crutcho Public School will provide a school bus and driver for NIA Youth Summer Camp.

Crutcho Public School will provide transportation equipment ("buses") and bus operators ("drivers") for the transportation of Summer Camp participants (children between the ages of 8 and 12, and Neighborhoods in Action staff and volunteers) to and from Summer Camp activities at locations in the Oklahoma City metro area.

This contract, a copy which is attached for your review, provides for a comprehensive scope of services associated with the transportation of NIA Summer Youth Camp participants, staff and volunteers.

Staff recommends approval.

Tom Bridgett  
Neighborhoods in Action Coordinator

Attachment (1)



**CRUTCHO PUBLIC SCHOOL**  
**Use of District Transportation Equipment**  
**(School District Bus Lease Contract)**

This contract is made and entered into by and between Crutcho Public School of Oklahoma County (“Crutcho”) and the City of Midwest City, a municipal corporation (“City”).

City desires to enter into this contract with Crutcho whereby Crutcho will provide transportation equipment (“buses”) and bus operators (“drivers”) for the transportation of Summer Camp participants (children between the ages of 8 and 13, and Neighborhoods in Action staff and volunteers) to and from Summer Camp activities at locations in the Oklahoma City metro area.

Therefore, in consideration of the mutual conditions and agreements herein contained and, intending to be legally bound, the parties agree as follows:

1. The transportation to be furnished by Crutcho under this contract will commence on June 11, 2018 and will terminate July 20, 2018.

2. City shall pay Crutcho \$ 20.00 per hour for each hour Crutcho provides City with transportation, including buses and drivers, for a maximum of 20 hours per week for a total of five weeks. During the term of this contract, total compensation that will be paid to Crutcho for transportation shall not exceed a total of \$2,000.00.

3. All buses provided by Crutcho for the performance of this contract will comply with Crutcho policies and regulations, and state laws, rules and regulations applicable to transportation equipment used to transport school children including, but not limited to, the rules of the Oklahoma State Department of Education.

4. Crutcho will be responsible for all fuel, repairs and maintenance for the buses, and replacement buses should the need arise.

5. Crutcho will provide a qualified driver who is an employee of Crutcho and who meets all the requirements to operate a school bus and transport school children in the State of Oklahoma.

6. A Certificate of Insurance must be provided by Crutcho indicating minimum liability coverage in the amount of:

- a) \$ 100,000.00 property damage;
- b) \$ 100,000.00 personal injury each accident or occurrence; and
- c) \$1,000,000.00 aggregate (all claims for any one occurrence).

7. Crutcho shall not be liable to City and there will be no adjustment in the contract amount for days on which Crutcho’s buses are unable to operate through no fault of Crutcho, such as adverse weather conditions.

8. Any notice from one party to the other party concerning this contract shall be in writing and shall be given by certified mail, return receipt requested, or in person by hand delivery to Crutchto at 2401 North Air Depot Boulevard, Oklahoma City, Oklahoma 73141 or to City at 100 North Midwest Boulevard, Midwest City, Oklahoma 73110.

9. Any changes to this contract must be presented and approved by both parties at least 48 hours in advance of the commencement date.

10. Any changes or modifications to the terms of this contract must have the signatures of both parties.

This contract represents the entire understanding between and among the parties concerning the subject matter hereof. Neither party may assign this contract.

The parties have approved and executed this contract, Crutchto on the \_\_\_\_\_ day of \_\_\_\_\_, 2018 and City on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

CRUTCHO PUBLIC SCHOOLS OF OKLAHOMA  
COUNTY, OKLAHOMA

\_\_\_\_\_  
ANTONIA JENNINGS, Board President

ATTEST:

\_\_\_\_\_  
JAMES ERIKA, Board Secretary

CITY OF MIDWEST CITY, a municipal  
corporation

ATTEST:

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

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

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
PHILIP W. ANDERSON, City Attorney



# *The City of Midwest City*

## *NEIGHBORHOODS IN ACTION*

---

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

TO: Honorable Mayor and Council

FROM: Tom Bridgett, Neighborhoods in Action Coordinator

Date: March 13, 2018

Subject: Discussion and consideration of approving and entering into a contract in an amount not to exceed \$6,500.00 for fiscal year 2018-2019 with THICK DESCRIPTIONS ( "TD") to establish the terms and conditions under which THICK DESCRIPTIONS will provide an extended week long S.T.E.A.M. (Science, Technology, Engineering, Anthropology, and Math) camp to NIA Youth Summer Camp participants.

THICK DESCRIPTIONS ("TD") will provide an extended week long S.T.E.A.M. (Science, Technology, Engineering, Anthropology and Math) camp to NIA Summer Camp participants (children between the ages of 8 and 12).

This contract, a copy which is attached for your review, provides for a comprehensive scope of services associated with S.T.E.A.M. to be provided to NIA Summer Youth Camp participants.

Staff recommends approval.

A handwritten signature in black ink, appearing to read 'Tom B.', is written over a horizontal line.

Tom Bridgett  
Neighborhoods in Action Coordinator

Attachment (1)



## **THICK DESCRIPTIONS S.T.E.A.M. LEARNING JOURNEY CONTRACT**

THIS CONTRACT is made and entered into this 26th day of February 2018 by and between THICK DESCRIPTIONS, ("TD") and the City of Midwest City, a municipal corporation ("City").

City desires to enter into this contract with TD whereby TD will provide a S.T.E.A.M. (Science, Technology, Engineering, Anthropology and Math) Learning Journey to youth between the ages of 8 – 12.

Therefore, in consideration of the mutual conditions and agreements herein contained and, intending to be legally bound, the parties agree as follows:

- 1) TD agrees to provide camp services to City tweens on Monday, June 19, 26 and July 3, 10, 17, 2018 from 8:00 am. to 5:00 pm. The purpose of this learning journey is to provide S.T.E.A.M. to youth. This learning journey is free to all attendees.
- 2) S.T.E.A.M. Learning Journey will accommodate up to 30 students (tweens between the ages of 8 – 12) in Midwest City, providing hands on instruction. The learning journey will be held at Neighborhoods in Action, Midwest City, Oklahoma.
- 3) The City shall pay TD \$6,500.00 to execute this learning journey.
- 4) A Certificate of Insurance must be provided by TD indicating minimum liability coverage in the amount of:
  - a) \$100,000.00 personal injury each accident or occurrence; and
  - b) \$1,000,000.00 aggregate (all claims for any one occurrence).
- 5) TD shall not be liable to the City and there will be no adjustment in the contract amount for days on which TD is unable to execute the camp through no fault of TD, such as adverse weather conditions.

- 6) Any notice from one party to the other party concerning this contract shall be in writing and shall be given by certified mail, return receipt requested, or in person by hand delivery to TD at 2701 NW 110<sup>th</sup> Street, Oklahoma City, Oklahoma, 73120.
- 7) Any changes to this contract must be presented and approved by both parties at least 48 hours in advance of the commencement date.
- 8) Any changes or modifications in the terms of this contract must have the signatures of both parties.

This contract represents the entire understanding between and among the parties concerning the subject matter hereof. Neither party may assign this contract.

The parties have approved and executed this contract, TD on the 26<sup>th</sup> day of February, 2018 and City on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Thick Descriptions  
Oklahoma City, Oklahoma

City of Midwest City

*Suzette V. Chang*

\_\_\_\_\_  
SUZETTE V. CHANG, FOUNDER/COO

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

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
PHILIP W. ANDERSON, City Attorney



DISCUSSION ITEMS





**Public Works Administration**  
**Vaughn Sullivan, Director**  
[vsullivan@midwestcityok.org](mailto:vsullivan@midwestcityok.org)  
**R. Paul Streets, Assistant Director**  
[rstreets@midwestcityok.org](mailto:rstreets@midwestcityok.org)  
8730 S.E. 15<sup>th</sup> Street,  
Midwest City, Oklahoma 73110  
O: 405-739-1060 /Fax: 405-739-1090

### Memorandum

To: Honorable Mayor and Council  
From: Vaughn K. Sullivan, Public Works Director  
Date: March 13, 2018  
Subject: Discussion and Consideration of accepting an update regarding ongoing OG&E Street Lighting maintenance issues.

The purpose of this memo is to review street lighting issues discussed with OG&E at a special Council sub-committee (Reed, Byrne and Eads) meeting held on October 18, 2017, and provide an update on progress associated with the action items agreed to between the council and OG&E personnel.

Going forward, the City of MWC will "push" the repair log spreadsheet to OG&E (Phillip Semien) as lighting work orders are generated. OG&E will update the spreadsheet and send it back to the City of MWC within 5 business days with pertinent updates. If a particular work order is not updated with a status it would indicate work is in progress and no update is available.

OG&E will periodically patrol the lights on the spreadsheet as a quality audit. We will plan to follow up in approximately 2 months to discuss progress and ensure we are collaborating and keeping open communication.

GIS Officials from OG&E are working with the MWC GIS department to resolve data base issues. The objective will be vetting the GIS data from both city and OG&E to validate the true inventory on our monthly lighting bill. This process may take several meetings over a period of weeks; however, as of the writing of this memo no meetings have taken place.

City of MWC compiled a list of potential lighting projects and forwarded it on to OG&E on Friday February 23<sup>rd</sup> (see attached). City staff is hoping to schedule a meeting with OG&E engineering for the week of March 5<sup>th</sup>. The objective of this meeting will be prioritize areas of the city where lighting is substandard and begin to engineer lighting installations at the various locations city-wide.

Please let me know if I can provide additional information.

Vaughn K. Sullivan, Public Works Director

Attachment: Street Lighting Projects

Cc: Tim Lyon, Assistant City Manager

Priority	Facility	From	To	Type	Dist (mi)	Notes
1	Post Road	SE 29th	Reno	4 lane	2	School, Residential, light trail on west side (29th-15th)
1	SE 15th	Post	Anderson	4 lane	2.1	Medians, Residential, go little past Anderson, run down s side and median
1	Section 34 then subsequent Sections throughout MWC					add lighting where warranted
1	Reconcile GIS Database					Match GIS accounting to actual billing and location (working with Greg Hakman a
1	Kiwanis Park			Trail		trail lighting
1	Joe B Barnes Trail			Trail		trail lighting
2	Air Depot	NE 10th	NE 23rd	4 lane	1	Apartments
2	SE 29th	Midwest	Douglas	4 lane	1	Reconstruct in fall, Tinker runway approach
2	Rail w Trail Phase 1			Trail	1	trail lighting
2	Hudiburg	Adair	SE 15th	2 lane		median lighting
	Sooner Rd	NE 10th	NE 23rd	4 lane	1	No Residential
	SE 29th Trl	Sooner	Air Depot	Trail	1	trail lighting
	Key	SE 15th	Douglas	2 lane		revitalization project
	NE 36th	Railroad Tracks	City Limits	4 lane	0.29	No Residential
<b>Projects Design or Construction Phase</b>						
	Town Center Park					Park Lighting
	Rail w Trail Phase 2/3			Trail	1	FY 19/20, trail lighting
	Palmer Loop, Connector, Safe Routes			Trail		FY 19/20, trail lighting
	Mid America Trail			Trail		FY 18/19, trail lighting





The City of  
**MIDWEST CITY**  
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION  
Patrick Menefee, City Engineer  
CURRENT PLANNING DIVISION  
Kellie Gilles, Manager  
COMPREHENSIVE PLANNING  
Julie Shannon, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Allison, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

**To:** Honorable Mayor and City Council

**From:** Billy Harless, Community Development Director

**Date:** March 13, 2018

**Subject:** (PC – 1932) Discussion and consideration of approval of the proposed Final Plat of Turtlewood 6<sup>th</sup> Addition for the property described as a part of the SE/4 of Section 7, T-11-N, R-1-W. This item was continued from the February 27, 2018 meeting.

At the February 27 City Council meeting, Councilmembers asked that the developer provide the City Attorney with the covenants for the Turtlewood Addition to ensure that provisions were made for the maintenance of the detention ponds once the responsibility was turned over to the Homeowners Association. As of this writing, March 6, staff is aware of conversations between the City Attorney and the attorney for Home Creations regarding the HOA covenants, however, we have not yet received a final version for our City Attorney to review. If the covenants are received prior to the March 13 City Council meeting, staff will provide an update to the City Council.

Action is at the discretion of the Council.

Billy Harless, AICP  
Community Development Director

KG



The City of  
**MIDWEST CITY**  
 COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION  
 Patrick Menefee, City Engineer  
 CURRENT PLANNING DIVISION  
 Kellie Gilles, Manager  
 COMPREHENSIVE PLANNING  
 Julie Shannon, Comprehensive Planner  
 BUILDING INSPECTION DIVISION  
 Christine Allison, Building Official  
 GIS DIVISION  
 Greg Hakman, GIS Coordinator

**To:** Honorable Mayor and City Council

**From:** Billy Harless, Community Development Director

**Date:** February 27, 2018

**Subject:** (PC – 1932) Public hearing with discussion and consideration of approval of the proposed Final Plat of Turtlewood 6<sup>th</sup> Addition for the property described as a part of the SE/4 of Section 7, T-11-N, R-1-W.

**Executive Summary**

This plat is a continuation of the entire Turtlewood Addition. The final plat is consistent with the preliminary plat that was approved on January 23, 2018. The application is being heard under the 1985 Subdivision Regulations as the original preliminary plat was heard under those regulations. Public improvements are required and plans must be submitted

to and approved by the City Engineer. Staff recommends approval.



**Dates of Hearing:**  
 Planning Commission –  
 December 5, 2017 and February 6, 2018  
 City Council – January 9, 2018  
 and February 27, 2018

**Owner:** Farzaneh Development, LLLP

**Engineer:** Chris Anderson, SMC Consulting Engineers

**Proposed Use:** 63 single family residential lots

**Size:**  
 The area of request encompasses an area of 12.71 acres, more or less.

**Development Proposed by Comprehensive Plan:**  
 Area of Request – SFD, Single Family Detached Residential and COM, Commercial  
 North, South, East and West – SFD, Single Family Detached Residential  
 South and West – COM, Commercial and SFD, Single Family Detached Residential

**Zoning Districts:**

Area of Request – R-6, Single Family Detached Residential  
North, South and West – R-6, Single Family Detached Residential  
East – A-1 Agriculture

**Land Use:**

Area of Request – vacant  
North, South and West – single family residences  
East – vacant

**Municipal Code Citation:**

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

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 dwelling units per acre (DUA).

Additional uses for the district shall include churches, schools and public parks in logical neighborhood units.

**Chapter 38.81.** (c) of the Municipal Code reads in part, “A final plat must be in substantial compliance with the approved preliminary plat in order to be heard by the planning commission.” This final plat application is in substantial compliance with the preliminary plat approved in November 2017.

**History:**

1. April 2004 – (PC-1529) Preliminary Plat of the Turtlewood Addition was approved.
2. July 2004 – (PC-1552) The Final Plat of Turtlewood Section 1 was approved.
3. September 2004 (PC-1560) The Preliminary Plat of Turtlewood 3<sup>rd</sup> was approved.
4. May 2006 (PC-1610) The Final Plat for Turtlewood 2<sup>nd</sup> Addition was approved.
5. July 2006 (PC-1616) A revised Preliminary Plat for the Turtlewood Addition was approved.
6. September 2009 (PC-1701) The Final Plat for Turtlewood Section 3 was approved.
7. December 2009 (PC-1706) The Final Plat for Turtlewood Section 4 was approved.
8. April 2013 (PC-1785) The Final Plat for Turtlewood Section 5 was approved.
9. November, 2017 – The revised Preliminary Plat of the Turtlewood Addition recommended for approval by the Planning Commission and later tabled to the January 23, 2018 Council meeting by the City Council.
10. January 23, 2018 – The City Council approved the revised Preliminary Plat of the Turtlewood Addition.
11. Planning Commission recommended approval of this item February 6, 2018.

**Engineering Comments:**

Public Improvements

The Subdivision Regulations pertaining to this application require the applicant to submit public improvement plans prior to approval.

Improvement plans have been prepared by a registered professional engineer and have been submitted to staff. Staff has reviewed the plans and the proposed improvements comply with all applicable code requirements for development of the area of request. No building permits in the area of request will be issued until the public improvements are constructed and record drawings are submitted to and accepted by the city.

Note that the detention pond that services this final plat is being expanded and redesigned to reduce the outflow from the addition. The pond is not located inside this part of the overall addition, but the improvements and expansion of the pond are part of the required improvements tied to this application.

Following the continuance of the preliminary plat application during the November 28th, 2017 council meeting, staff met with the developer, Home Creations, the consultant engineer, SMC Engineering, and the three adjacent property owners located west of the area of request. After these meetings, the City Council has received the following assurances concerning the detention pond and the development. The detention pond will be expanded by multiple lots, increasing its capacity and reducing its outflow rate. The developer has agreed to move the outlet pipe for the pond to the southwest corner of the development, alongside the old rail corridor adjacent to the southern property line. The current outflow pipe will be closed. In the future, this outflow pipe will be reduced to a smaller diameter and will become a secondary discharge point after the development is completed. The developer will also be more vigilant concerning the site's maintenance and the trash and debris the home builders create. They will also be more aware of the property's erosion control measures, making sure they are functioning properly. These modifications to the site have been discussed with Mr. Peeler and the property owners and they're in agreement in principle with the changes to the site and the detention pond.

#### Easements and Right-of-Way

Subdivision Regulations requires that all existing, dedicated, and proposed rights-of-way and easements are depicted on the final plat. As required, these are reflected on the final plat.

#### **Fire Comments:**

The fire department has reviewed the application for PC-1932. All development must adhere to the requirements of Chapter 15 of the municipal code.

#### **Planning Comments:**

This requested final plat is for an additional area in the Turtlewood subdivision. This plat proposes the creation of an additional sixty-three (63) lots for single family development within an area of 12.71 acres, creating a density of 4.9 dwelling units per acre, which is consistent with other phases of development of this addition. As the original preliminary plat of Turtlewood was approved in April of 2004, this Final Plat will be reviewed under the previous subdivision regulations. Modifications were made to the circulation pattern within the development causing a revised preliminary plat to be heard and approved by the Council in January 2018. This plat does conform to the approved revised preliminary plat.

All improvements (streets, water, sewer, etc.) are to be installed and dedicated to the city as public improvements to serve these lots as proposed.

At the time of the original preliminary platting of this entire subdivision, the Parkland Review Committee voted to allow the proposed common areas to meet the required park land and/or open space dedication, as they exceeded the area of land required to be dedicated.

As this plat follows the established development pattern of the approved preliminary plat and that which has been approved for this area in the past, staff recommends approval of this request, subject to the comments herein.

**Action Required:** Approve or reject the Final Plat of Turtlewood 6<sup>th</sup> located on the property as noted herein, subject to the staff comments and found in the February 27, 2018 agenda packet and made a part of PC-1932 file.

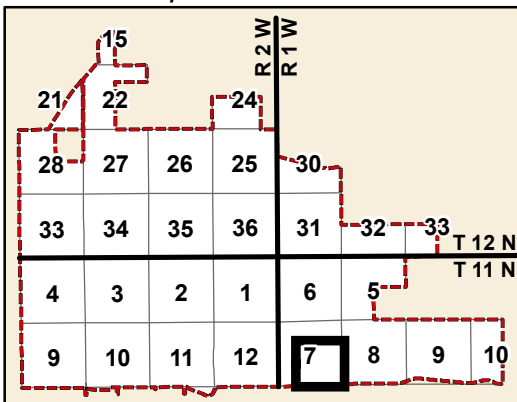
A handwritten signature in black ink, appearing to read "Billy Harless". The signature is fluid and cursive, with a long horizontal stroke at the end.

Billy Harless, AICP  
Community Development Director

KG



Locator Map



**2015 DOP (AERIAL) VIEW FOR  
PC-1932  
(SE/4, Sec. 7, T11N, R1W)**

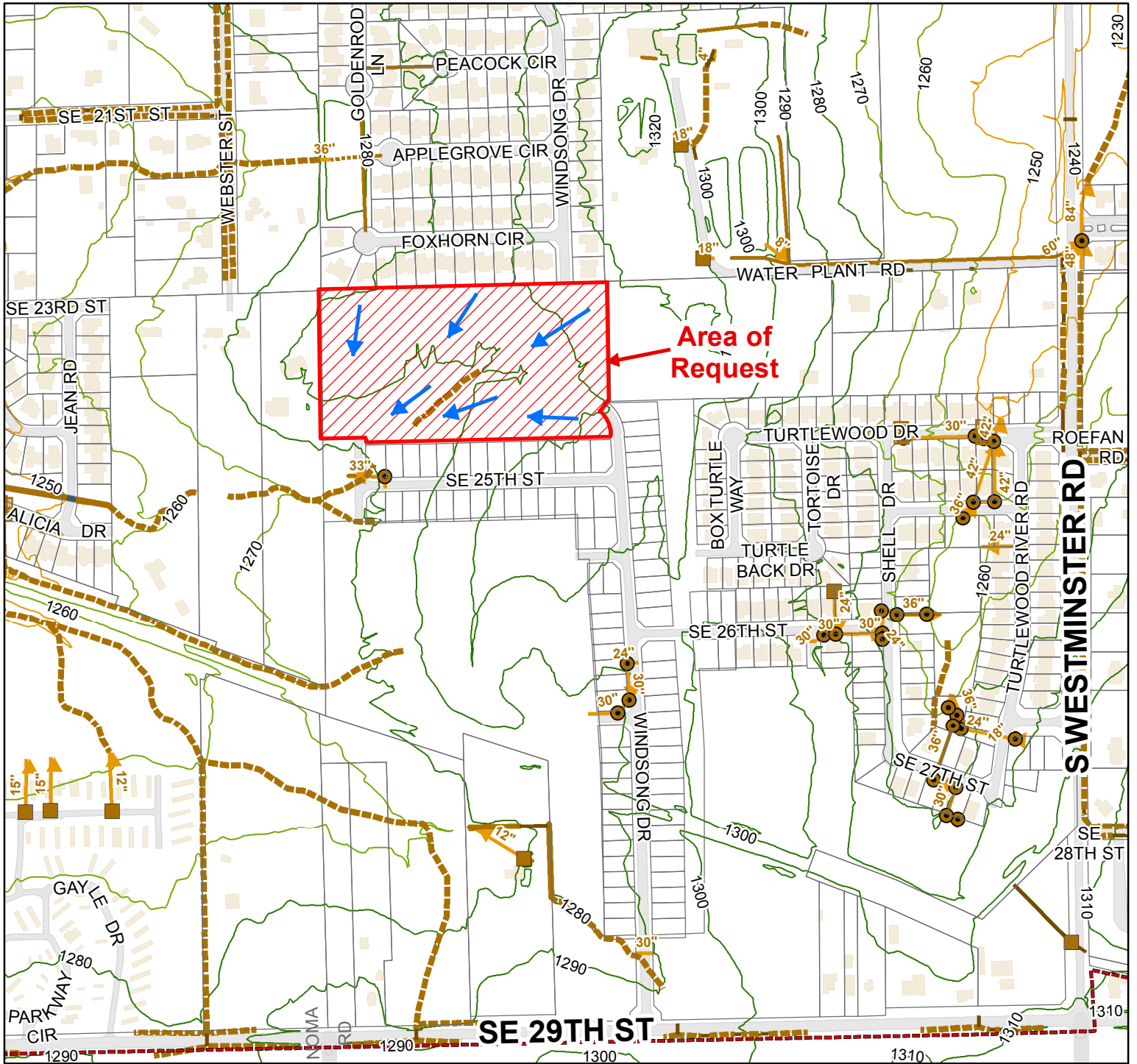


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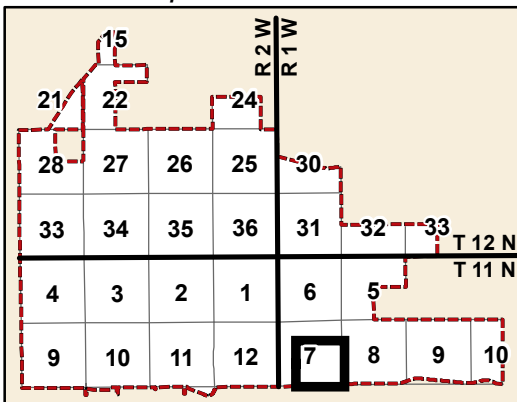


1 inch = 500 feet

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Locator Map



- Drainage Legend**
- Curb Inlets
  - Inlets
  - Junction Box
  - Culverts
  - Flumes
  - Developed Channels
  - Trickle Channels
  - Undeveloped Channels
  - Storm Lines
  - Creeks
- ELEVATION**
- 1166-1204 ft
  - 1204-1228 ft
  - 1228-1250 ft
  - 1250-1278 ft
  - 1278-1324 ft

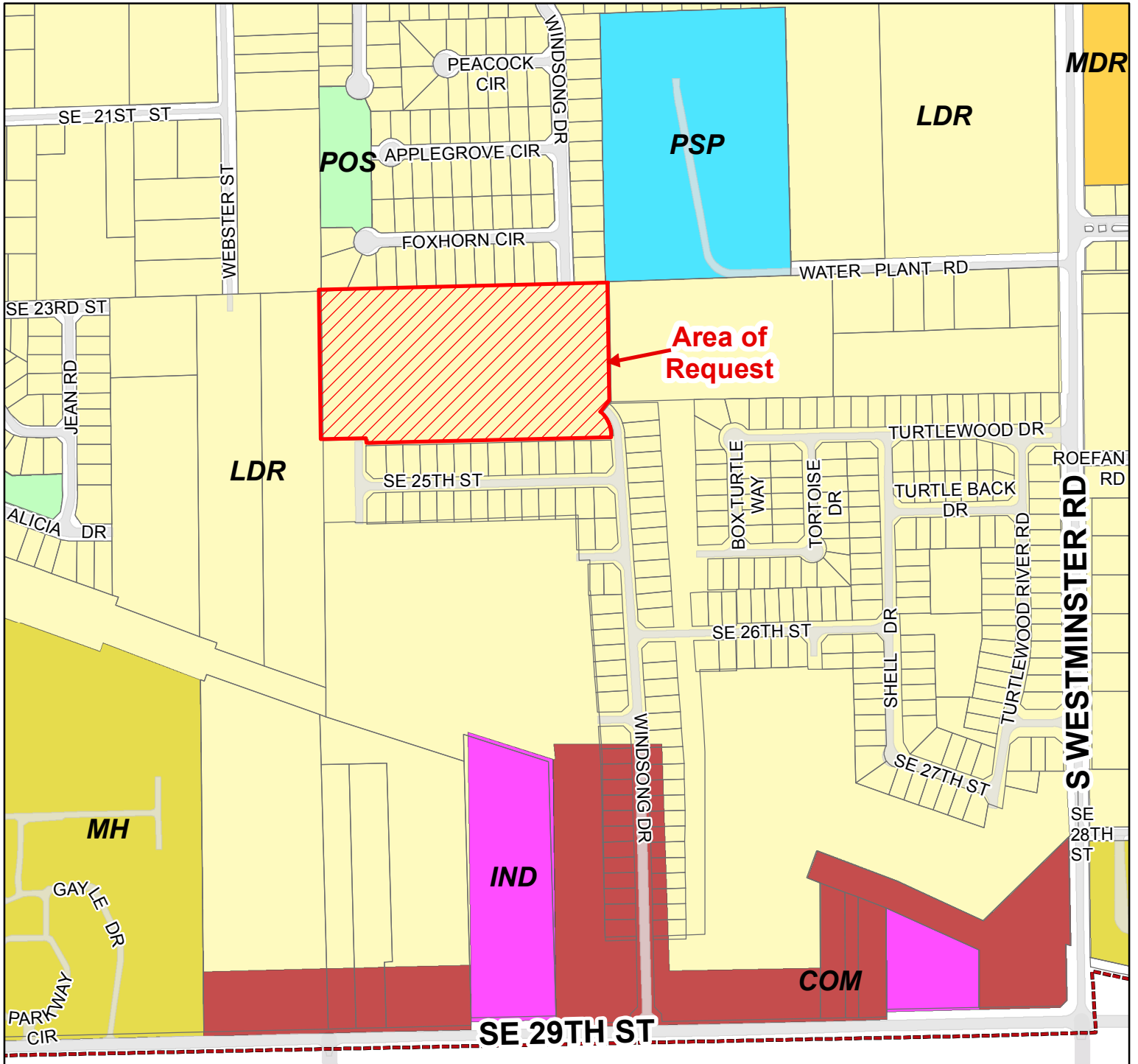
- 2009 FEMA Floodplains**
- 500-yr floodplain
  - 100-yr floodplain
- 2009 FEMA Floodway**
- FLOODWAY

## DRAINAGE LOCATION MAP FOR PC-1932 (SE/4, Sec. 7, T11N, R1W)

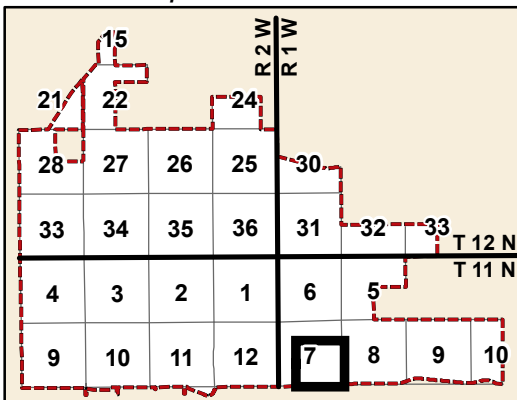
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




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Locator Map



Future Land Use Legend

-  Single-Family Detached Residential
-  Medium Density Residential
-  High Density Residential
-  Manufactured Home
-  Public/Semi-Public
-  Parks/Open Space
-  Office/Retail
-  Commercial
-  Industrial
-  Town Center

**FUTURE LAND USE  
MAP FOR  
PC-1932**

**(SE/4, Sec. 7, T11N, R1W)**



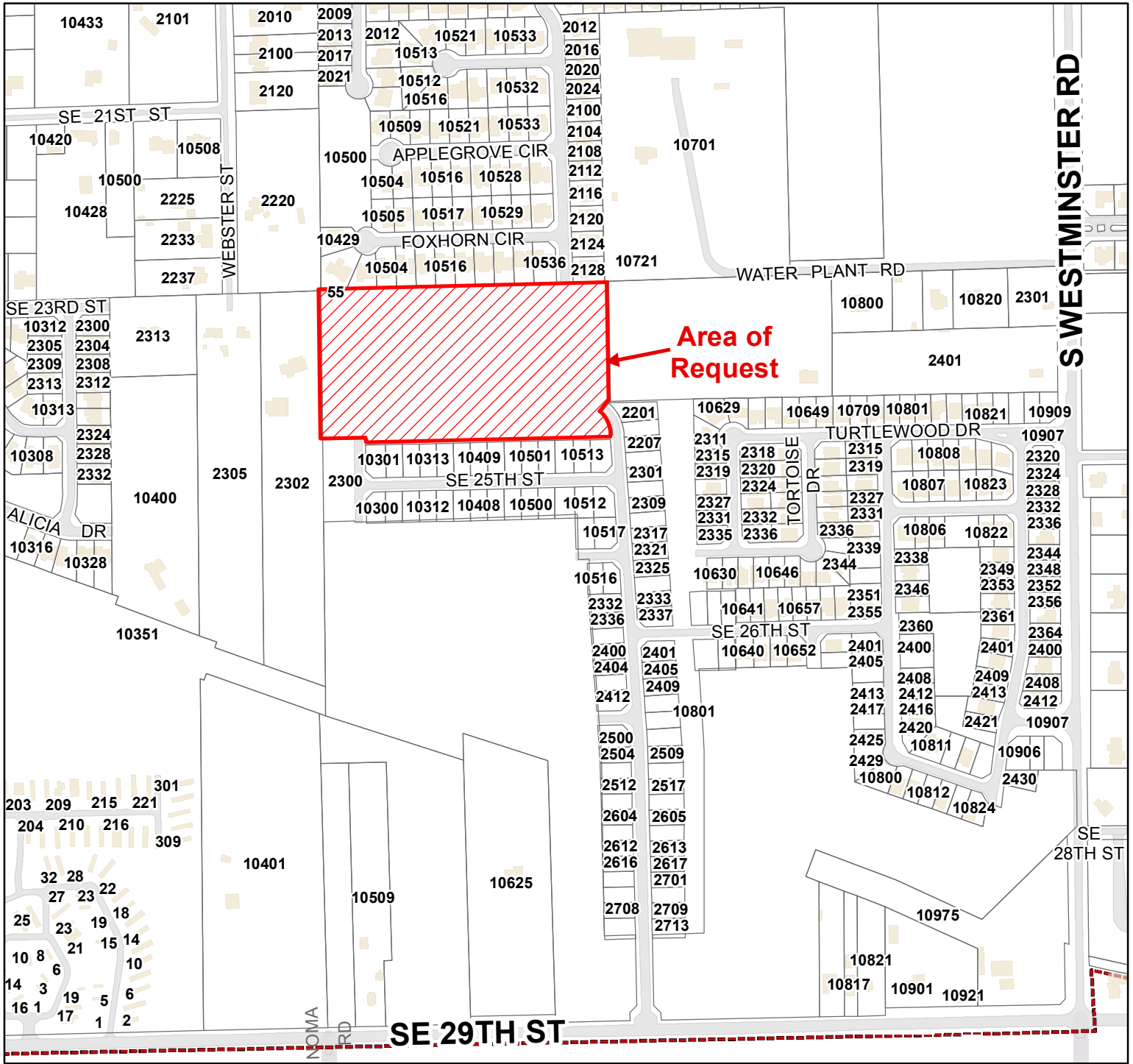
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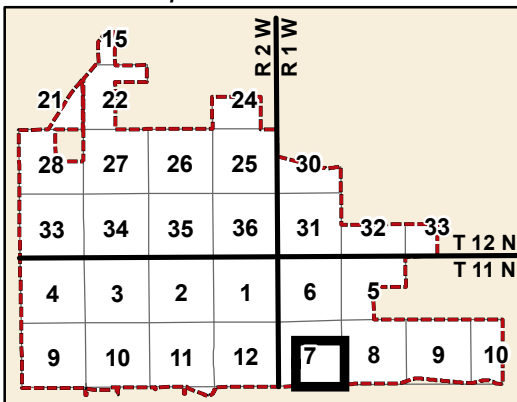
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






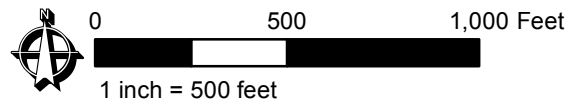
Locator Map



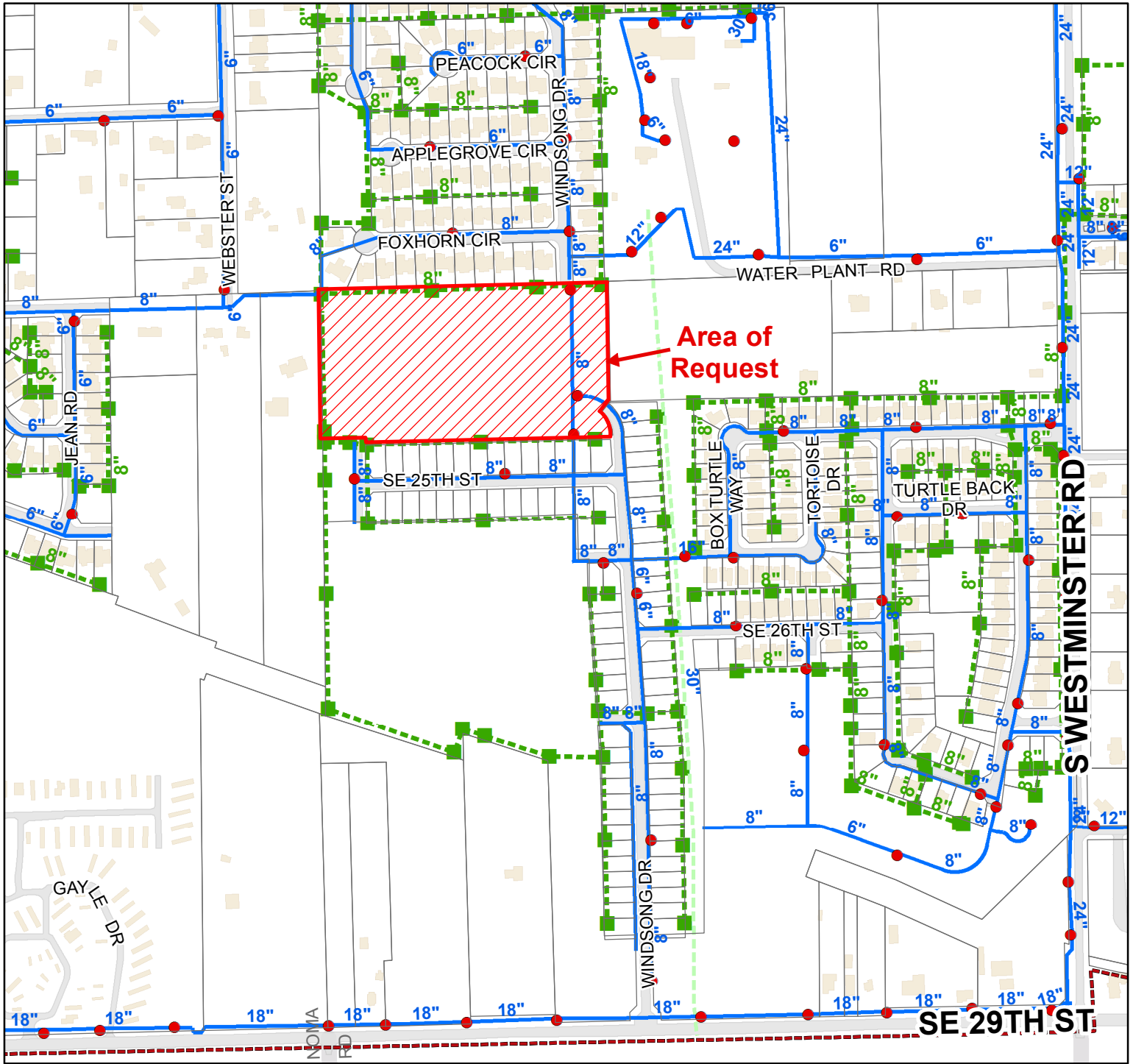
**General Map Legend**

-  Area of Request
-  Parcels with Addresses
-  Buildings
-  Edge of Pavement
-  MWC City Limits

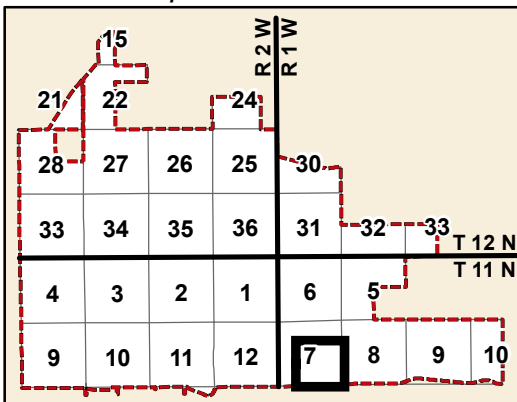
**GENERAL MAP FOR  
PC-1932  
(SE/4, Sec. 7, T11N, R1W)**



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Locator Map



Water/Sewer Legend

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

**WATER/SEWER LINE  
LOCATION MAP FOR  
PC-1932**

**(SE/4, Sec. 7, T11N, R1W)**

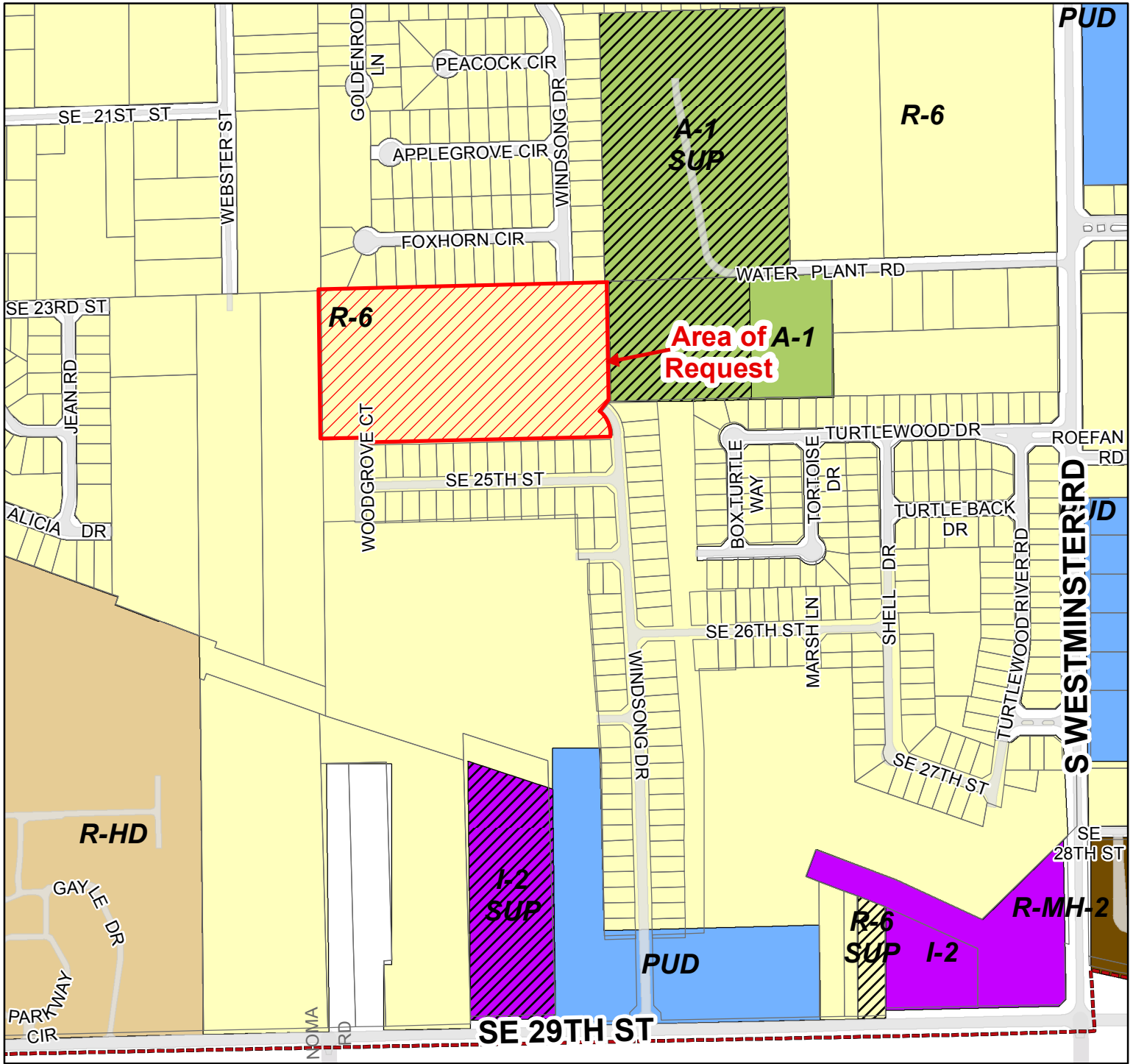


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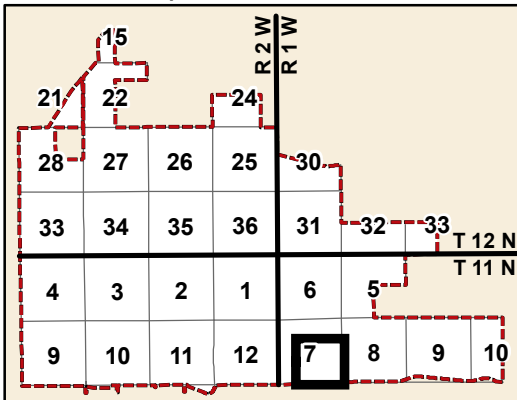


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Locator Map



Current Zoning Legend

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

**ZONING MAP FOR  
PC-1932  
(SE/4, Sec. 7, T11N, R1W)**



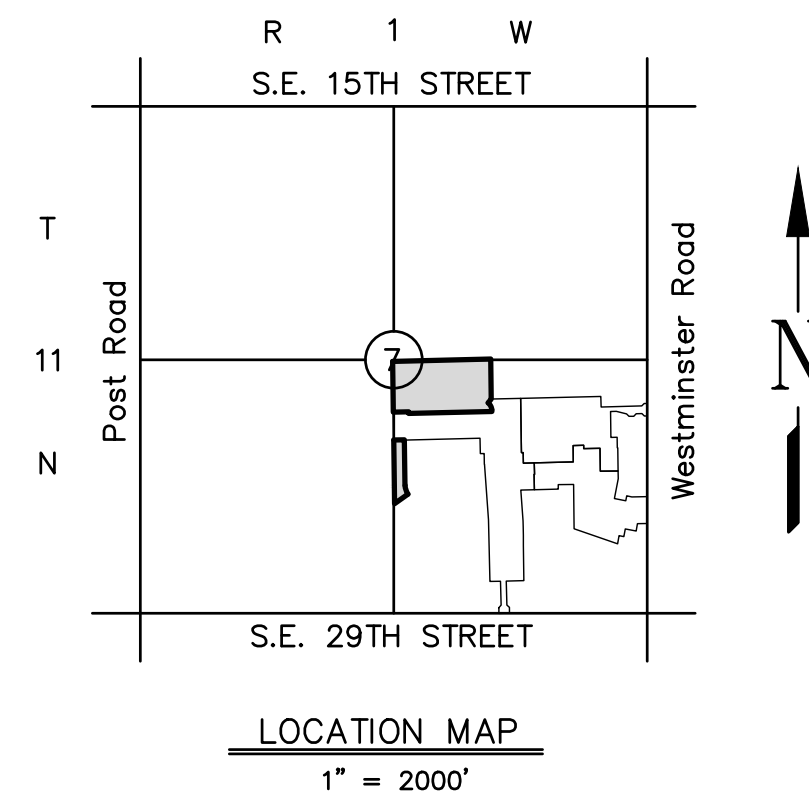
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*FINAL PLAT*  
**TURTLEWOOD 6th ADDITION**  
 A PART OF THE S.E. 1/4, SECTION 7, T11N, R1W, I.M.  
 MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA



**OWNER'S CERTIFICATE AND DEDICATION**  
 KNOW ALL MEN BY THESE PRESENTS:

That we the undersigned, FARZANEH DEVELOPMENT, LLLP, a Limited Liability Limited Partnership, do hereby certify that we are the owners of and the only person or persons, corporation or corporations having any right, title or interest in the land shown on the annexed plat of TURTLEWOOD 6th ADDITION, a subdivision of a part of the S.E. 1/4, Section 7, T11N, R1W, of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, and have caused the said premises to be surveyed and platted into lots, blocks, streets and easements as shown on said annexed plat, said annexed plat represents a correct survey of all property included therein and is hereby adopted as the plat of land under the name of TURTLEWOOD 6th ADDITION. FARZANEH DEVELOPMENT, LLLP, a Limited Liability Limited Partnership, dedicates all streets and easements shown on said annexed plat to the public for public highways, streets and easements, for themselves, their successors and assigns forever and have caused the same to be released from all rights, easements and encumbrances except as shown on the Bonded Abstracter's Certificate. Covenants, restrictions, and reservations for the addition are contained in a separate instrument and will be filed subsequently.

In Witness Whereof the undersigned have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FARZANEH DEVELOPMENT, LLLP,  
 a Limited Liability Limited Partnership

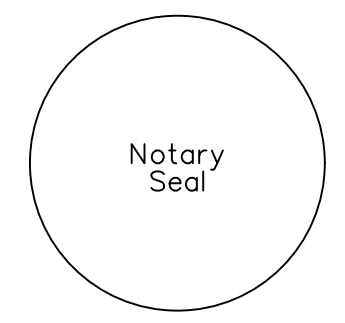
STATE OF OKLAHOMA s.s.  
 COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of FARZANEH DEVELOPMENT, LLLP, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of FARZANEH DEVELOPMENT, LLLP, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC



**BONDED ABSTRACTER'S CERTIFICATE**

The undersigned, duly qualified abstracter in and for said County and State, hereby certifies that according to the records of said County, title to the land shown on the annexed plat of TURTLEWOOD 6th ADDITION, a subdivision of a part of the S.E. 1/4, Section 7, T11N, R1W, of the I.M., Midwest City, Oklahoma County, Oklahoma appears to be vested in FARZANEH DEVELOPMENT, LLLP, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ unencumbered by pending actions, judgements, liens, taxes or other encumbrances except minerals previously conveyed and mortgages of record.

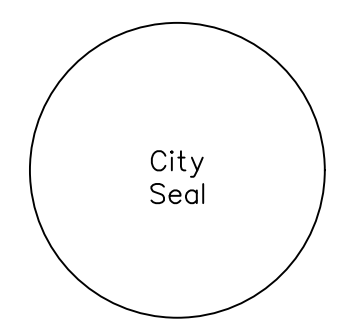
Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. FIRST AMERICAN TITLE & TRUST CO.

Attest: \_\_\_\_\_

**CERTIFICATE OF APPROVAL**

I, \_\_\_\_\_, Chairman of the Planning Commission of the City of Midwest City, Oklahoma, hereby certify that the said Planning Commission approved the final plat of TURTLEWOOD 6th ADDITION, Midwest City, Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CHAIRMAN



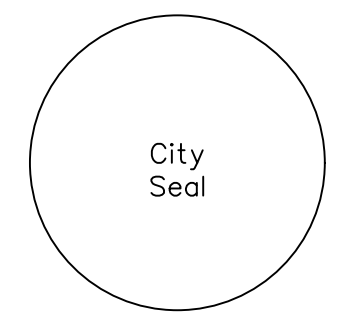
**ACCEPTANCE OF DEDICATIONS**

Be it resolved by the City Council of the City of Midwest City, Oklahoma that the dedications shown on the annexed plat of TURTLEWOOD 6th ADDITION, Midwest City, Oklahoma are hereby accepted.

Signed by the Mayor of the City of Midwest City, Oklahoma this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: \_\_\_\_\_  
 CITY CLERK,

MAYOR,

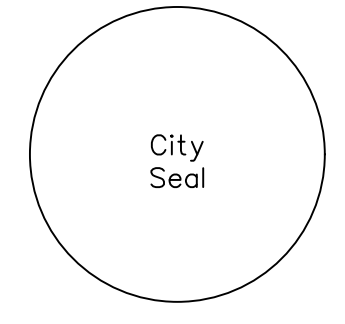


**CERTIFICATE OF CITY CLERK**

I, \_\_\_\_\_, City Clerk of the City of Midwest City, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unmatured instalments have been paid in full and that there is no special assessment procedure now pending against the land on the annexed plat of TURTLEWOOD 6th ADDITION, Midwest City, Oklahoma County, Oklahoma.

Signed by the City Clerk on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY CLERK,

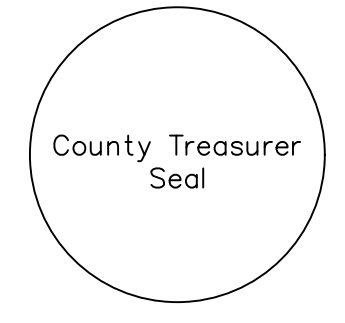


**COUNTY TREASURER'S CERTIFICATE**

I, Forrest "Butch" Freeman, hereby certify that I am the duly elected and acting County Treasurer of Oklahoma County, State of Oklahoma, that the tax records of said County show all taxes paid for the year 20\_\_\_\_ and all prior years on the land shown on the annexed plat of TURTLEWOOD 6th ADDITION, an addition to the City of Midwest City, Oklahoma County, Oklahoma that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of current years taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at Oklahoma City, Oklahoma on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

COUNTY TREASURER, Forrest "Butch" Freeman



**LICENSED LAND SURVEYOR**

I, Doug R. Alford, do hereby certify that I am a Licensed Land Surveyor in the State of Oklahoma, and that the Final Plat of TURTLEWOOD 6th ADDITION, an addition to the City of Midwest City, Oklahoma, consisting of two (2) sheets, represents a survey made under my supervision on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that monuments shown thereon actually exist and their positions are correctly shown, that this Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveyors as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors, and that said Final Plat complies with the requirements of Title 11 Section 41-108 of the Oklahoma State Statutes.

ACCURATE POINTS SURVEYING, L.L.C.  
 2119 Riverwalk Dr. #162  
 Moore, OK, 73160  
 PHONE: (405) 735-2810

Doug R. Alford, LICENSED LAND SURVEYOR No. 1623  
 OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 6333 EXPIRES June 30, 2018.

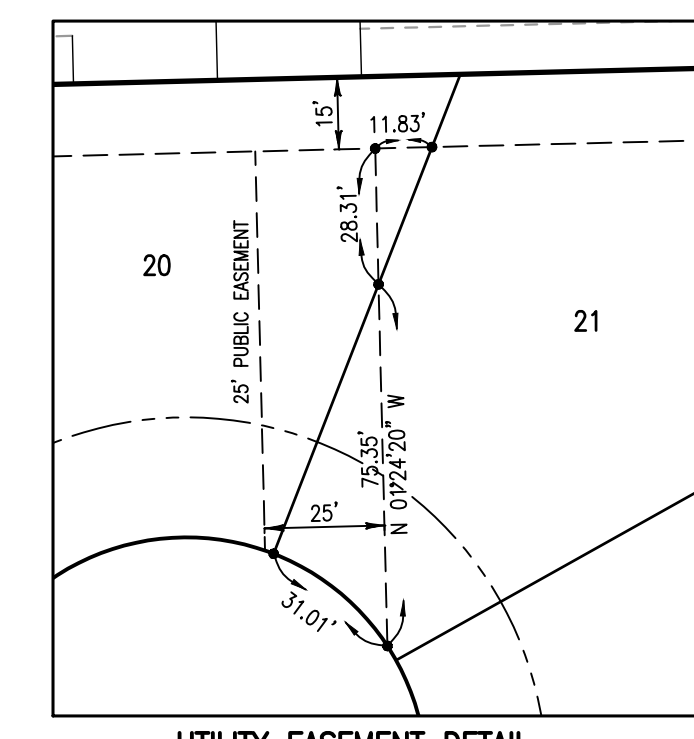
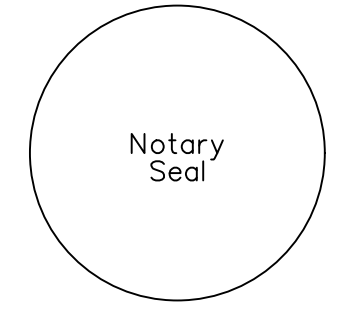
STATE OF OKLAHOMA s.s.  
 COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared Doug R. Alford, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC



UTILITY EASEMENT DETAIL  
 LOTS 20 & 21, BLOCK 10  
 SCALE: 1" = 40'

THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS U.S. SURVEY FEET.

**FINAL PLAT**  
**TURTLEWOOD 6th ADDITION**  
 A PART OF THE S.E. 1/4, SECTION 7, T11N, R1W, I.M.  
 MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA

**LEGAL DESCRIPTION:**

A tract of land in the Southeast Quarter (S.E. 1/4) 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 Southeast corner of said S.E. 1/4; THENCE North 00°42'19" West along the East line of said S.E. 1/4 a distance of 2650.55 feet to the Northeast corner of said S.E. 1/4; THENCE South 88°35'40" West along the North line of said S.E. 1/4 a distance of 1642.98 feet to the POINT OF BEGINNING, said point being the Southeast corner of Lot 4, Block 27 of the filed final plat of WINDSONG ADDITION SECTION 7 (as filed in Book 56 of Plats, Page 75);

THENCE South 00°42'19" East a distance of 417.40 feet to the Northwest corner of Lot 14, Block 20 of the filed final plat of TURTLEWOOD 5th ADDITION (as filed in Book 74 of Plats, Page 34); THENCE along the property line of said final plat the following six (6) courses:

- 1) THENCE South 39°13'34" West a distance of 50.00 feet to a point on a non-tangent curve;
- 2) THENCE around a curve to the right having a radius of 105.00 feet (said curve subtended by a chord which bears South 27°26'43" East, a distance of 83.16 feet) and an arc length of 85.50 feet;
- 3) THENCE South 04°07'00" East a distance of 16.17 feet;
- 4) THENCE South 88°35'40" West a distance of 866.84 feet;
- 5) THENCE North 00°46'41" West a distance of 16.84 feet;
- 6) THENCE South 89°13'19" West a distance of 160.00 feet to a point on the West line of said S.E. 1/4, said point being the Northwest corner of Common Area "C" & D/E as shown on said final plat, and also being POINT "A";

THENCE North 00°46'41" West along said West line a distance of 527.62 feet to the North line of said S.E. 1/4; THENCE North 88°35'40" East along said North line a distance of 1021.26 feet to the POINT OF BEGINNING.

Said tract contains 12.71 acres, more or less.

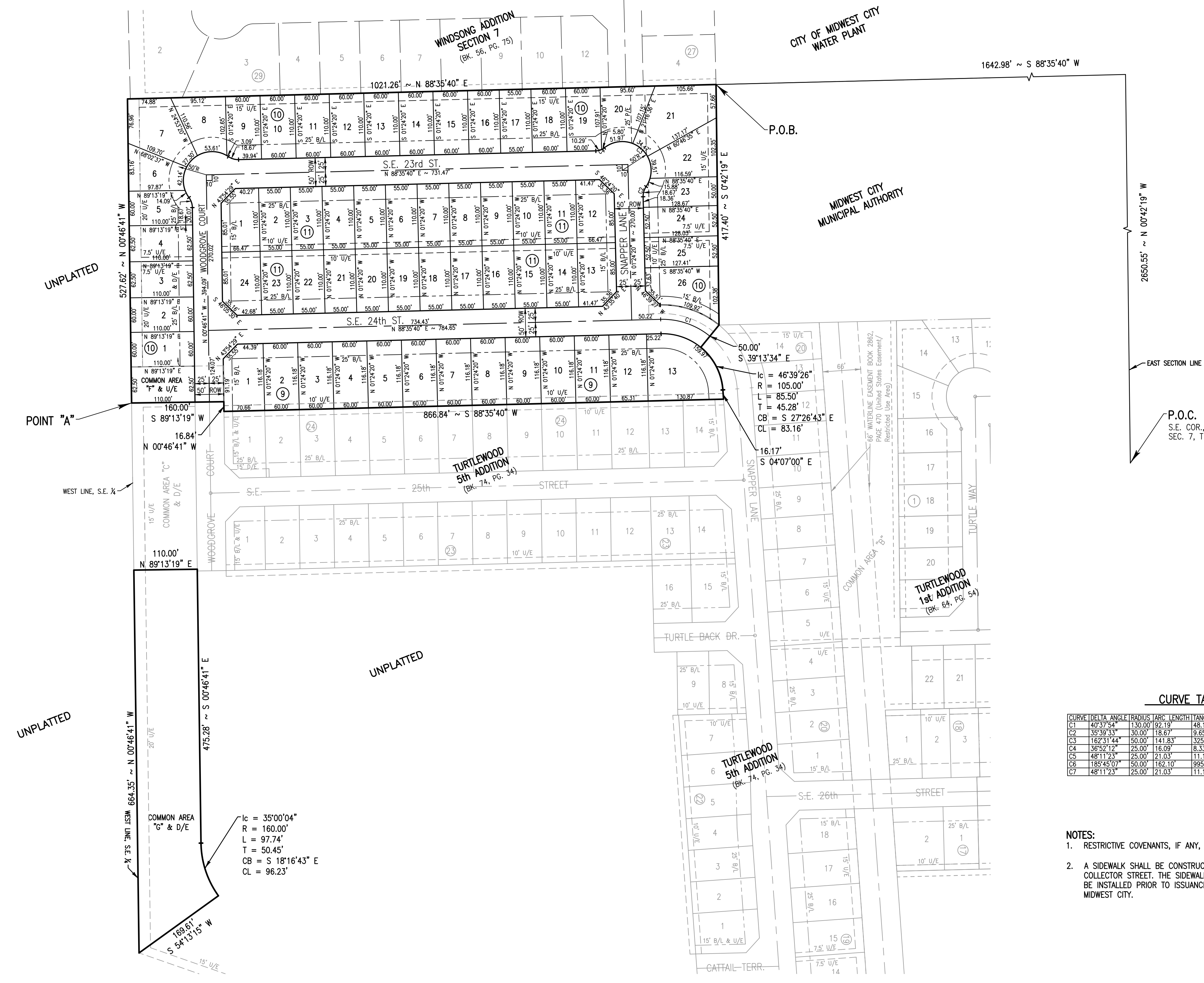
And also,

COMMENCING at said POINT "A"; THENCE South 00°46'41" East along the West line of said final plat and West line of said S.E. 1/4 a distance of 290.00 feet to the Southwest corner of said Common Area "C" & D/E and the POINT OF BEGINNING;

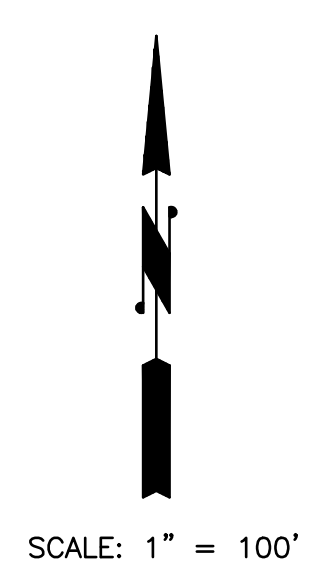
THENCE North 89°13'19" East along the South line of said Common Area "C" a distance of 110.00 feet; THENCE South 00°46'41" East a distance of 475.28 feet to a point of curvature; THENCE around a curve to the left having a radius of 160.00 feet (said curve subtended by a chord which bears South 18°16'43" East a distance of 96.23 feet) with an arc length of 97.74 feet; THENCE South 54°13'15" West a distance of 169.61 feet to a point on the West line of said S.E. 1/4; THENCE North 00°46'41" West along said West line a distance of 664.35 feet to the POINT OF BEGINNING.

Said tract contains 1.61 acres, more or less.

Total of said tracts of land contains 14.32 acres, more or less.

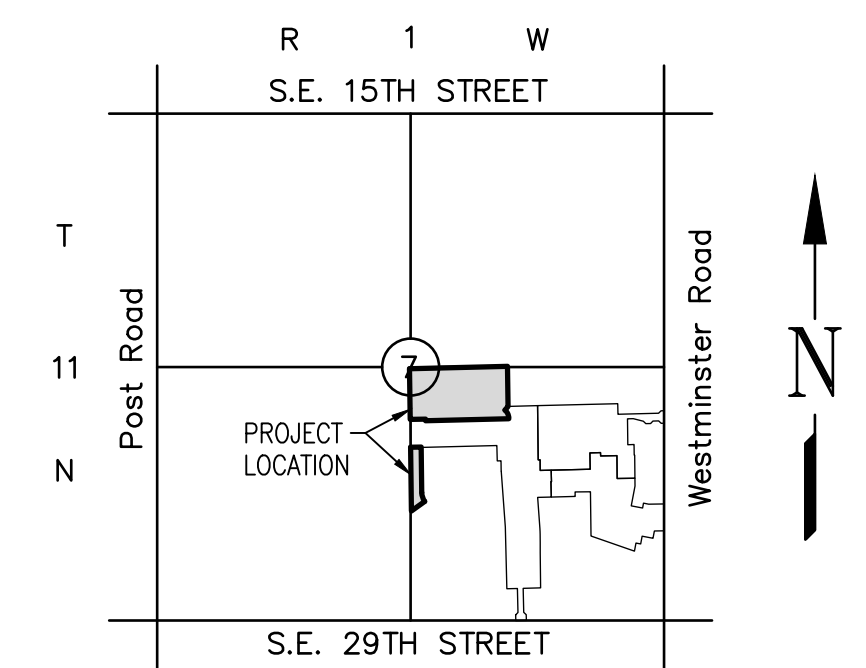


EAST SECTION LINE  
 P.O.C.  
 S.E. COR., S.E. 1/4,  
 SEC. 7, T11N, R1W, I.M.



SCALE: 1" = 100'  
 BASIS OF BEARING IS N 00°42'19" W AS SHOWN ON THE EAST LINE OF THE S.E. 1/4 OF SECTION 7.

TOTAL LOTS = 63



LOCATION MAP  
 1" = 2000'

**CURVE TABLE**

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD	BEARINGS	CHORD LENGTH
C1	40°37'54"	130.00'	92.19'	48.13'	N 71°05'23" W	90.27'	
C2	35°39'33"	30.00'	18.67'	9.65'	S 16°25'26" W	18.37'	
C3	162°31'44"	50.00'	141.83'	325.40'	N 47°00'39" W	98.84'	
C4	35°39'12"	25.00'	16.09'	8.33'	N 70°08'34" E	15.81'	
C5	48°11'23"	25.00'	21.03'	11.18'	N 24°52'22" W	20.41'	
C6	185°45'07"	50.00'	162.10'	895.29'	S 43°54'30" W	99.87'	
C7	48°11'23"	25.00'	21.03'	11.18'	S 67°18'39" E	20.41'	

**NOTES:**

1. RESTRICTIVE COVENANTS, IF ANY, ARE FILED SEPARATELY.
2. A SIDEWALK SHALL BE CONSTRUCTED ON EACH LOT WHERE IT ABUTS A LOCAL AND/OR A COLLECTOR STREET. THE SIDEWALK IS REQUIRED AT THE BUILDING PERMIT STAGE AND MUST BE INSTALLED PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY FROM THE CITY OF MIDWEST CITY.

-1617- = ADDRESSES  
 LNA = LIMITS OF NO ACCESS.  
 U/E = UTILITY EASEMENT  
 P/E = PUBLIC EASEMENT  
 B/L = BUILDING LINE

Date: February 2, 2018

S/M Consulting Engineers, P.C.  
 815 W. Main Street  
 Oklahoma City, OK 73106  
 Ph: (405)232-7715  
 Oklahoma CA#464 Exp. 6-30-2019

TURTLEWOOD 6th ADDITION  
 SHEET 2 OF 2

THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS U.S. SURVEY FEET.

# **TURTLEWOOD DRAINAGE ISSUES FEBRUARY 27, 2018**

Bo Peeler (405) 850-6823  
2302 S Webster Dr  
Midwest City, OK 73130

**GOAL IS TO JUST BE 'ON THE RECORD' WITH VIEWPOINT AND OPINIONS**

**• TOPICS:**

- **SHOW SOME HISTORICAL SATELLITE PICTURES AND OBSERVATIONS**
- **CLARIFY SOME ISSUES FROM LAST COUNCIL MEETING (JANUARY 23, 2018)**
- **SHOW RECENT RAINFALL IMPACTS FROM LAST WEEK/WEEKEND**
- **SUMMARY**



# HISTORICAL SATELLITE PICTURES AND OBSERVATIONS



# Before Clearing May 2005

Write a description for your map.



Google Earth

Image © 2018 DigitalGlobe

Legend



400 ft

- Dry Ponds
- Dense Cover
- Greenery



- 2 months later
- East pond with water
- West pond some water
- Dense Cover
- Greenery - some amount of rainfall



- Land has been scraped
- Water in East pond
- West pond dry



- Both Ponds Full
- Trees, Brush, Weeds and Grass growing back from being scraped
- Greenery and obvious rainfall
- No standing water



- Dry Ponds



- Some water in both Ponds



- No Satellite photos available between previous slide and this one
- Retention pond present
- East Pond covered up with dirt movement/elevation change to the east
- West Pond some water
- Eroded property repaired with dirt and sod.
- Showing signs of erosion post repair





- Most current Satellite photo
- Retention pond present
- East Pond covered up
- West Pond some water
- Showing signs of erosion post repair along with silt



- Before repairs
- View from west edge of Peeler property line looking east toward retention pond
- Significant erosion with each rain that drains from retention pond



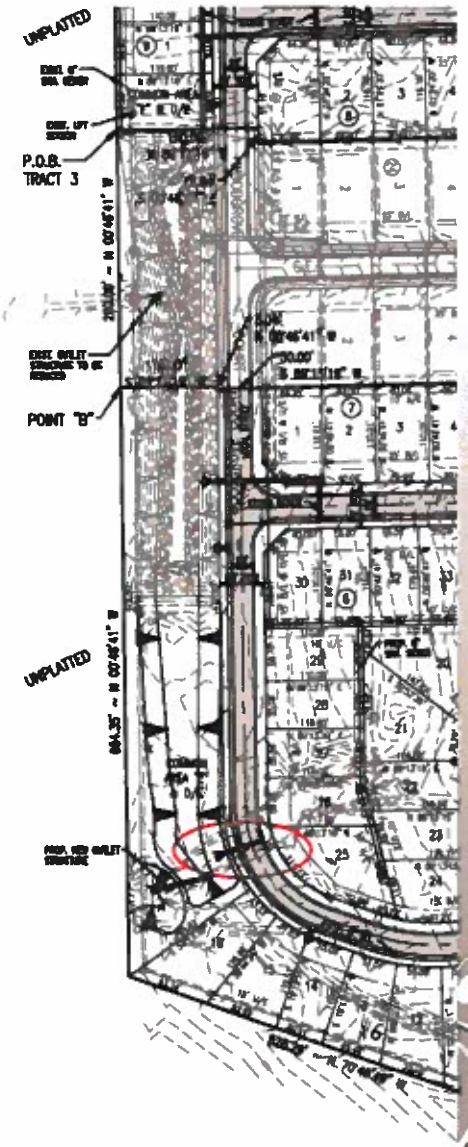
- After repairs complete
- View from edge of retention pond looking West onto Peeler property

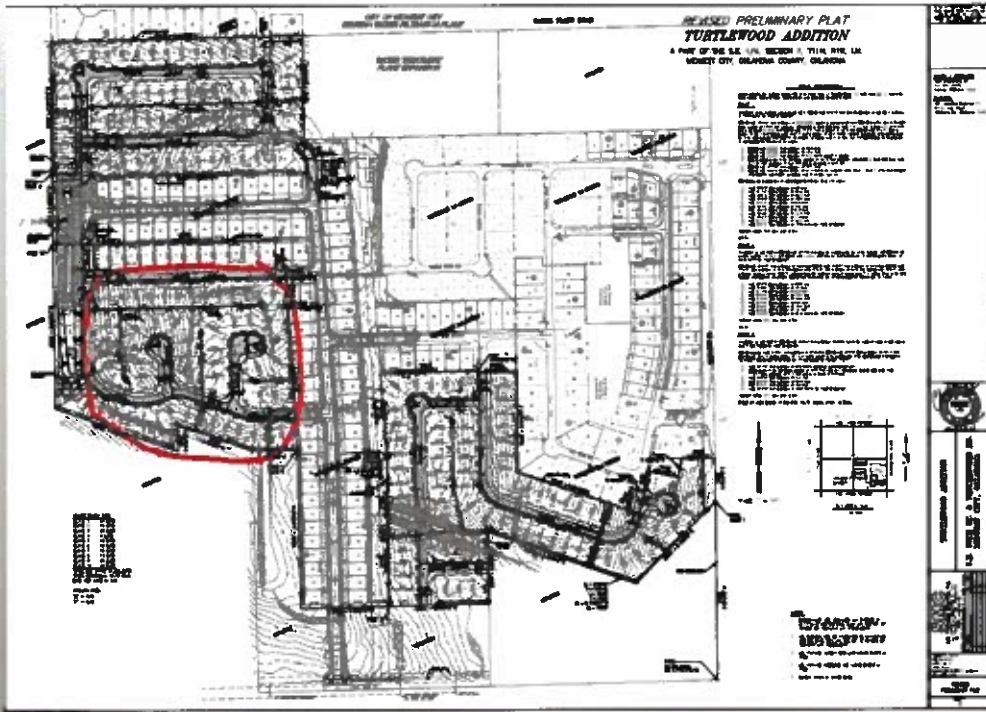


**CLARIFY SOME ISSUES FROM LAST COUNCIL  
MEETING (JANUARY 23, 2018)**

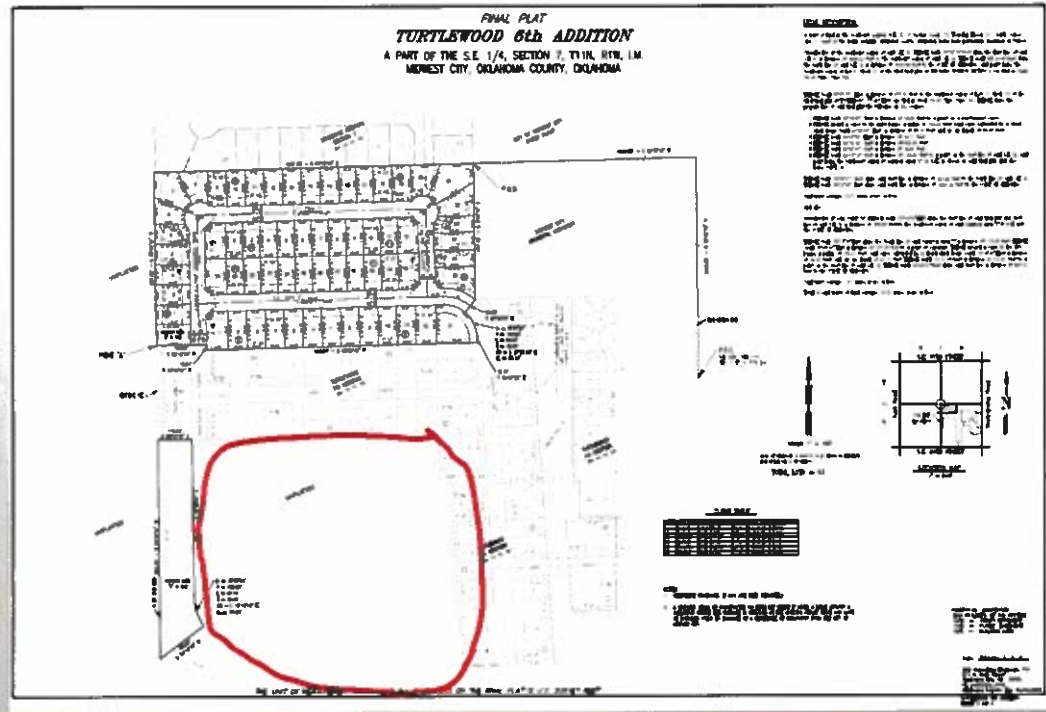
At January 23, 2018 Council meeting:

- Presented the idea of extending current retention pond to the south and adding a new drain flume to drain along southern edge of neighboring properties
- Discussed possibility of removing the drain onto my property
- Home Creations claimed to have given up 4 lots to make changes to drainage system
- In reality, there were a total of two lots given up and the removal of a future planned detention pond that was to cover the other parts of the Turtlewood Addition south of 25<sup>th</sup> street. (71 lots)
- It was stated that we couldn't eliminate the drain to my property due to the water volume calculations etc. It was not clearly stated that since they added 71 more lots to the detention pond, it would preclude them from removing the drain to my property.
- This is approximately 30 acres that now will have water concentrated to drain across private property





From January 23<sup>rd</sup> 2018 City Council Meeting



Today - February 27<sup>th</sup> 2018 City Council Meeting

**June 2017**



- Blue is location of old pond
- Red lines area of historical drainage to area
- Yellow-Why would entire 30 acres be my responsibility?
- Green is new drainage area

Google Earth

1000 ft

**Legend**



**RECENT RAINFALL IMPACTS FROM LAST  
WEEK/WEEKEND**





- February 20<sup>th</sup>, 2018  
- Primarily dry dry ground but has been raining quite a bit



Feb 22, 2018 at 5:55:11 PM



Feb 22, 2018 at 5:50:55 PM



Feb 23, 2018 at 6:32:56 PM



Feb 24, 2018 at 12:02:05 PM



0:03 PM



Feb 26, 2018 at 6:31:33 PM



Feb 24, 2018 at 11:49:48 AM



Feb 24, 2018 at 11:49:51 AM

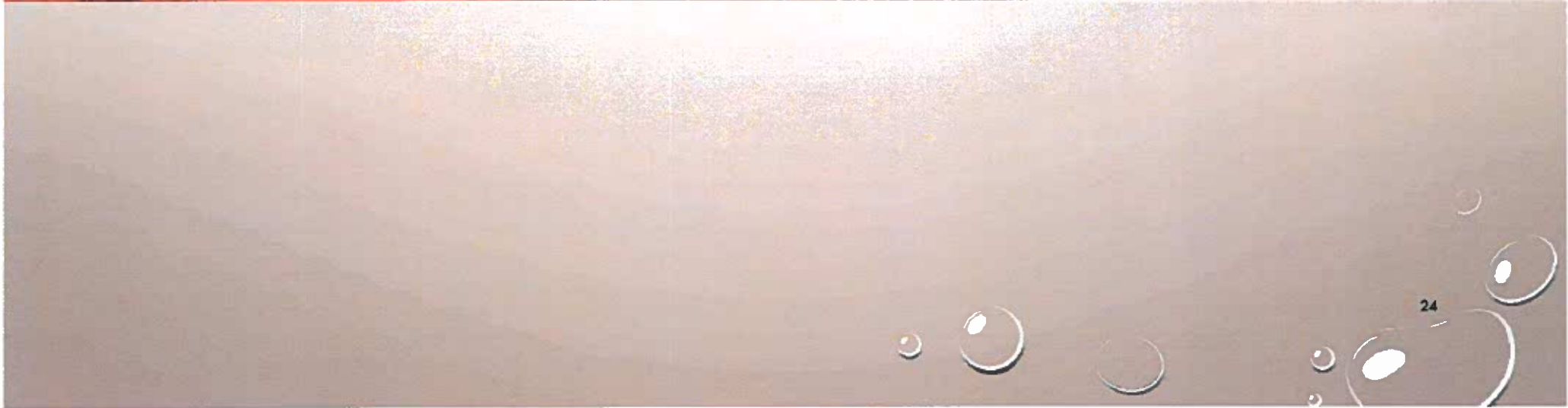


Feb 24, 2018 at 11:49:51 AM



Feb 24, 2018 at 11:51:50 AM





# SUMMARY

- REQUEST HOME CREATIONS

- EXPAND CURRENT POND TO RETAIN ALL WATER FROM THEIR PROPERTY AND NOT DRAIN ANY ON PRIVATE PROPERTY OWNERS

-OR-

- COMPLETELY REMOVE OR CAP EXISTING DETENTION POND DRAIN
- EXTEND DETENTION POND TO THE SOUTH AND DRAIN ALONG TRAIN TRACK
- INSTALL CEMENT CULVERT, RIP RAP OR EQUIVALENT MATERIAL TO PREVENT EROSION TO PRIVATE PROPERTY
- TIE CULVERT INTO EXISTING FROLIC ADDITION DRAINAGE SYSTEM FOR ORDERLY MOVEMENT OF WATER



**MUNICIPAL AUTHORITY  
Meeting Canceled**



# Notice of Meeting



## Midwest City Municipal Authority

### TYPE OF MEETING

Regular Meeting *	<input type="checkbox"/>
Special Meeting **	<input type="checkbox"/>
Emergency Meeting	<input type="checkbox"/>
Special Study Session	<input type="checkbox"/>

Rescheduled Regular Meeting ***	<input type="checkbox"/>
Continued/Reconvened Meeting	<input type="checkbox"/>
<b>Canceled Meeting</b>	<input checked="" type="checkbox"/>

DATE	TIME	PLACE OF MEETING
<b>March 13, 2018</b>	<b>6:00 PM &amp; 7:01 PM</b>	<b>100 N. Midwest Boulevard City Hall Council Chamber</b>

(To be completed by person filing notice:)

Name: Jill Donaldson  
Title: Executive Assistant  
Address: 100 N. Midwest Boulevard  
Midwest City, OK 73110  
Phone Number: (405) 739-1204

Filed in the office of the municipal clerk at 10:59 a.m. on March 7, 2018

Signed: *Sara Hancock*  
(Clerk/Deputy Clerk)

- \* The notice and the agenda of the meeting are to be posted at the principal office of the public body or, if there is no principal office, at the location of the meeting at least 24 hours in advance of the meeting, excluding Saturdays, Sundays, and Holidays.
- \*\* The notice of the special meeting shall be given in writing, in person, or by telephone at least 48 hours before the meeting. The notice and the agenda of the special meeting are to be posted at the principal office of the public body or, if there is no principal office, at the location of the meeting at least 24 hours in advance of the meeting, excluding Saturdays, Sundays, and Holidays.
- \*\*\* Notice of any change in the date, time, or place of a rescheduled regular meeting shall be given not less than 10 days prior to the implementation of such change.





## MEMORIAL HOSPITAL AUTHORITY AGENDA

- ♣ To make a special assistance request, call 739-1215 or email [pmenefee@midwestcityok.org](mailto:pmenefee@midwestcityok.org) no less than 24 hours prior to the start of a meeting. If special assistance is needed during a meeting, call 739-1388.
- ♣ The 7:00 PM meetings will be shown live on Channel 20.
- ♣ The recorded video will be available on Youtube and the City's website within 48 hours at [www.youtube@midwestcityok.org](http://www.youtube@midwestcityok.org).
- ♣ The meeting minutes and video can be found on the City's website in the Agenda Center: <https://midwestcityok.org/AgendaCenter>



## MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

March 13, 2018 - 7:02 PM

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of February 27, 2018, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of accepting the Hospital Authority Investment Performance Review for the period ending December 31, 2017 and action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Hospital Authority - G. Henson)
3. Discussion and consideration of taking action on 1) the following Midwest City Memorial Hospital Authority Trust Board of Grantors' grant application recommendations:
  - MWC Fire - Gas ID Analyzer for \$61,000, Gas Monitors for \$14,400, Triage Kits for \$12,808.44 and Child Passenger Safety Restraints for \$2,030.25;
  - MWC High School - B-1 Technology for \$90,444.60;
  - MWC Grant Dept. - Dana Brown Cooper Head Start for \$4,100;
  - MWC Public Works - Excavation Safety Response Unit for \$67,000 and Regional Trail Exercise Stations for \$15,000;
  - MWC Police - FARO Technologies for \$78,811;
  - MWC Com. Dev. - Ridgecrest Entrance Sign for \$2,200 and Drone for \$5,000;
  - Carl Albert High School - Water Bottle Filling Stations for \$1,040.21 and Band Booster Trailer for \$22,500;
  - Oklahoma Earthbike Fellowship - SCIP Maintenance for \$4,500;
  - Friends of the OK History Center, Inc. - Restore & Interpret Historic C-47 for \$10,000;
  - MWC Senior Center - Aquarium Project for \$2,520;
  - The Eden Clinic, Inc. - Increased Medical Services for \$30,000; and
  - Autumn House, Inc. - Wireless System for \$26,645.50;and 2) authorizing distribution of the approved grant awards not to exceed \$450,000.00 for the 2017-18 fiscal year. (City Manager - G. Henson)
4. Discussion and consideration of approving an agreement with the Midwest City High School Museum, Inc. to provide up to \$90,000 in matching funds from the Fund balance of the Hospital Authority Discretionary Fund for the purpose of assisting in the construction of a Vietnam Memorial at Midwest City High School (MCHS). (City Manager - G. Henson)

C. NEW BUSINESS/PUBLIC DISCUSSION. The purpose of the "Public Discussion Section" of the Agenda is for members of the public to speak to the Authority Trustees on any Subject not scheduled on the Regular Agenda. The Trustees 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 Trustees will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE TRUSTEES ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE TRUSTEES.**

D. ADJOURNMENT.



DISCUSSION ITEMS



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

**Midwest City Memorial Hospital Authority Staff Briefing Minutes**

February 27, 2018 – 6:00 PM

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Chairman Matt Dukes called the meeting to order at 6:49 PM with the following members present: Trustees Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Susan Eads.

**Discussion.**

**Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for February 27, 2018.**

Staff briefed the Trustees on the agenda items. The Trustees had no questions or comments.

Chairman Dukes adjourned the meeting at 6:50 PM.

ATTEST:

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

\_\_\_\_\_  
SARA HANCOCK, Secretary

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

## **Midwest City Memorial Hospital Authority Minutes**

February 27, 2018 – 7:02 PM

This meeting was held in the Midwest City Council Chambers at City Hall, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 8:23 PM with the following members present: Trustees: Pat Byrne, Susan Eads\*, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

### **Discussion Items.**

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meeting of February 13, 2018, as submitted.** Allen made a motion to approve the minutes, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.
  
2. **Discussion and consideration of taking action on 1) the following Midwest City Memorial Hospital Authority Trust Board of Grantors' grant application recommendations:**
  - a. **MWC Fire - Gas ID Analyzer for \$61,000, Gas Monitors for \$14,400, Triage Kits for \$12,808.44 and Child Passenger Safety Restraints for \$2,030.25;**
  - b. **MWC High School - B-1 Technology for \$90,444.60;**
  - c. **MWC Grant Dept. - Dana Brown Cooper Head Start for \$4,100;**
  - d. **MWC Public Works - Excavation Safety Response Unit for \$67,000 and Regional Trail Exercise Stations for \$15,000;**
  - e. **MWC Police - FARO Technologies for \$78,811;**
  - f. **MWC Com. Dev. - Ridgecrest Entrance Sign for \$2,200 and Drone for \$5,000;**
  - g. **Carl Albert High School - Water Bottle Filling Stations for \$1,040.21 and Band Booster Trailer for \$22,500;**
  - h. **Oklahoma Earthbike Fellowship - SCIP Maintenance for \$4,500;**
  - i. **Friends of the OK History Center, Inc. - Restore & Interpret Historic C-47 for \$10,000;**
  - j. **MWC Senior Center - Aquarium Project for \$2,520;**
  - k. **The Eden Clinic, Inc. - Increased Medical Services for \$30,000; and**
  - l. **Autumn House, Inc. - Wireless System for \$26,645.50;****and 2) authorizing distribution of the approved grant awards not to exceed \$450,000.00 for the 2017-18 fiscal year.** General Manager/Administrator for the Authority, Guy Henson, asked that The Eden Clinic fund recommendation be reduced by \$3,500 to eliminate the funds for a Norman sign. Representatives from the Midwest City High School Museum: Bob Osmond, 2101 Pearson Dr.; Gayle Guthrie Wallace, 7206 S.E. 15<sup>th</sup>; Gary Avery, 3402 Bella Vista Dr.; and Charles Sharp spoke to the Trustees. Also speaking to the Trustees were Board of Grantors Chairman, Sherry Beard, and Carl Albert High School Band Booster representative, Richard Stephens, 9404 Orchard Blvd. After much discussion among Council and staff, Eads made a motion to table until March 13, 2018, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Allen, Moore, and Chairman Dukes. Nay: none. Abstain: Reed. Absent: none. Motion carried.

3. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action needed.

\*Trustee Eads left seat to speak with citizen in audience.

**New Business/Public Discussion.**

There was no new business or public discussion.

**Adjournment.**

There being no further business, Chairman Dukes adjourned the meeting at 9:20 PM.

ATTEST:

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MATTHEW D. DUKES, II, Chairman

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SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Office (405) 739-1207/Fax (405) 739-1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

To: Honorable Chairman and Trustees

From: J. Guy Henson, General Manager/Administrator

Date: March 13, 2018

Subject: Discussion and consideration of accepting the Hospital Authority Investment Performance Review for the period ending December 31, 2017 and action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

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Jim Garrels, President, Fiduciary Capital Advisors, will be present at the meeting to present the Performance Review. Any need to reallocate assets, change fund managers or make changes to the Investment Policy Guidelines and Objectives will be addressed at the meeting.

Action is at the discretion of the Authority.

J. Guy Henson  
General Manager/Administrator

**MIDWEST CITY  
MEMORIAL HOSPITAL AUTHORITY  
INVESTMENT PERFORMANCE REVIEW  
PERIODS ENDING  
DECEMBER 31, 2017**



**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
COMPOSITE VS. POLICY PORTFOLIO  
PERIODS ENDING 12-31-17**

	QTR		YTD		1 Year		3 Years	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Total Fund Composite	5.15	19	18.16	25	18.16	25	8.37	30
Policy Portfolio*	4.75	31	16.02	38	16.02	38	7.20	58

	5 Years		10 Years		From 12-31-96		From 9-30-96	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Total Fund Composite	10.98	27	6.43	31	7.67	27	7.81	25
Policy Portfolio*	9.99	52	6.18	40	7.15	42	7.36	38

\* 70% S&P 500, 20% BARCLAYS CAPITAL AGG, 10% 90-day U.S. T-bill

*This report is based on information we believe to be reliable but can in no way guarantee as to its accuracy or completeness. Past performance is no guarantee of future results.*

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
RETURN SUMMARY  
PERCENTILE RANKS  
PERIODS ENDING 12-31-17**

	QTR		YTD		1 Year		3 Years		5 Years		10 Years		From 12-31-96	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank
<b>Vs. 100% Equity Universe</b>														
<b>Total Equity</b>	<b>6.87</b>	<b>24</b>	<b>23.48</b>	<b>27</b>	<b>23.48</b>	<b>27</b>	<b>11.63</b>	<b>17</b>	<b>15.88</b>	<b>16</b>	<b>7.97</b>	<b>51</b>	<b>7.91</b>	<b>68</b>
Active - Equity	7.27	15	26.25	17	26.25	17	12.15	12	16.50	10	7.10	71	7.28	80
Passive - Equity	6.64	29	21.82	33	21.82	33	11.41	20	15.64	20	8.58	34	8.30	55
S&P 500	6.64	29	21.83	33	21.83	33	11.41	20	15.79	17	8.50	36	8.32	54
<b>Vs. 100% Fixed Income Universe</b>														
<b>Total Fixed Income</b>	<b>0.30</b>	<b>55</b>	<b>3.39</b>	<b>50</b>	<b>3.39</b>	<b>50</b>	<b>2.17</b>	<b>51</b>	<b>2.05</b>	<b>45</b>	<b>4.03</b>	<b>43</b>	<b>5.22</b>	<b>26</b>
Active - Fixed	0.20	64	3.10	55	3.10	55	2.08	54	1.93	49	4.00	44	5.31	23
Passive - Fixed	0.40	46	3.69	44	3.69	44	2.32	46	2.21	41	4.12	39	5.20	27
BBC Aggregate	0.39	47	3.54	47	3.54	47	2.24	49	2.10	44	4.01	43	5.20	27
BBC G/C	0.49	38	4.00	37	4.00	37	2.38	45	2.13	43	4.08	41	5.26	24
90 Day US T-Bill	0.28	56	0.84	93	0.84	93	0.38	96	0.24	92	0.34	98	2.12	99

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
RETURN SUMMARY  
PERIODS ENDING 12-31-17**

	QTR		YTD		1 Year		3 Years		5 Years		10 Years		Fr 12-31-96	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank
<b>Vs. 100% Equity Universe</b>														
<b>Growth Funds</b>														
Harbor Capital Appreciation	7.22	16	36.59	2	36.59	2	14.47	3	17.81	4	*17.81	*4	(12/31/12)	--
T. Rowe Price New America	7.10	19	34.57	3	34.57	3	14.08	4	17.48	5	*17.48	*5	(12/31/12)	--
S&P 500	6.64	29	21.83	33	21.83	33	11.41	20	15.79	17	*15.79	*17	(12/31/12)	--
<b>Vs. 100% Equity Universe</b>														
Vanguard Mid Cap Growth	5.97	46	22.01	32	22.01	32	7.09	86	12.80	75	8.19	45	*9.25	*30 (12/03)
S&P 500	6.64	29	21.83	33	21.83	33	11.41	20	15.79	17	8.50	36	*8.69	*46 (12/03)
PrimeCap Odyssey Agg. Growth	11.08	1	33.59	5	33.59	5	16.00	1	23.02	1	*23.02	*1	(12/31/12)	--
S&P 500	6.64	29	21.83	33	21.83	33	11.41	20	15.79	17	*15.79	*17	(12/31/12)	--
<b>Vs. 100% Equity Universe</b>														
<b>Value Funds</b>														
Dodge & Cox Stock	5.75	50	18.33	53	18.33	53	11.08	25	16.29	12	*18.46	*6	(9/30/11)	--
S&P 500	6.64	29	21.83	33	21.83	33	11.41	20	15.79	17	*17.21	*20	(9/30/11)	--
Vanguard Equity Income	6.35	37	18.49	52	18.49	52	11.12	24	14.75	37	*14.75	*37	(12/31/12)	--
S&P 500	6.64	29	21.83	33	21.83	33	11.41	20	15.79	17	*15.79	*17	(12/31/12)	--
<b>Vs. 100% Fixed Income Universe</b>														
<b>Active Fixed Income Composite</b>	<b>0.20</b>	<b>64</b>	<b>3.10</b>	<b>55</b>	<b>3.10</b>	<b>55</b>	<b>2.08</b>	<b>54</b>	<b>1.93</b>	<b>49</b>	<b>4.00</b>	<b>44</b>	<b>5.31</b>	<b>23</b>
Vanguard Short Term Inv. Grade	-0.05	79	2.12	69	2.12	69	2.02	56	1.80	54	*2.25	*57	(9/30/11)	--
Vanguard Short Term Treasury	-0.39	96	0.40	98	0.40	98	0.71	91	0.59	86	*0.65	*93	(9/30/11)	--
BC Aggregate	0.39	47	3.54	47	3.54	47	2.24	49	2.10	44	*2.53	*53	(9/30/11)	--
Vanguard Int.Term Inv. Grade	0.17	65	4.16	35	4.16	35	3.17	27	2.76	27	5.08	17	*4.86	*17 (12/03)
BC Aggregate	0.39	47	3.54	47	3.54	47	2.24	49	2.10	44	4.01	43	*4.15	*37 (12/03)
Vanguard Int.Term Treasury	-0.50	98	1.68	77	1.68	77	1.52	71	1.17	69	3.69	51	*5.21	*29 (12/99)
Vanguard Long Term Treasury	2.35	2	8.69	4	8.69	4	2.76	35	3.45	16	6.46	4	*7.35	*4 (12/99)
BC Aggregate	0.39	47	3.54	47	3.54	47	2.24	49	2.10	44	4.01	43	*4.27	*60 (12/99)
BC G/C	0.49	38	4.00	37	4.00	37	2.38	45	2.13	43	4.08	41	5.26	24
Average Fixed Income Fund	0.45	41	3.69	44	3.69	44	2.43	44	2.04	45	3.70	51	4.58	51

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY**  
**RETURN SUMMARY**  
**PERIODS ENDING 12-31-17**  
**UNIVERSES BETA ADJUSTED**

	QTR		YTD		1 Year		3 Year		5 Year		10 Year		From 12-31-03	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank
<b>Vs. 100% Large Cap Growth Universe (Hi-Beta)</b>														
Harbor Capital Appreciation	7.22	17	36.59	8	36.59	8	14.47	14	17.81	18	*17.81	*18	(12/31/12)	--
Russell 1000 Growth	7.86	7	30.21	43	30.21	43	13.79	20	17.33	22	*17.33	*22	(12/31/12)	--
Average Large Cap Growth	6.24	51	25.98	71	25.98	71	10.58	62	14.77	63	*14.77	*63	(12/31/12)	--
<b>Vs. 100% Large Cap Growth Universe (Hi-Beta)</b>														
T. Rowe Price New America	7.10	25	34.57	18	34.57	18	14.08	17	17.48	20	*17.48	*20	(12/31/12)	--
Russell 1000 Growth	7.86	7	30.21	43	30.21	43	13.79	20	17.33	22	*17.33	*22	(12/31/12)	--
Average Large Cap Growth	6.24	51	25.98	71	25.98	71	10.58	62	14.77	63	*14.77	*63	(12/31/12)	--
<b>Vs. 100% Mid Cap Growth Universe (Mid-Beta)</b>														
Vanguard Mid Cap Growth	5.97	18	22.01	26	22.01	26	7.09	85	12.80	74	8.19	71	*9.25	*57 (12/03)
Russell Mid Growth	6.81	11	25.27	16	25.27	16	10.30	48	15.30	23	9.10	47	*10.03	*30 (12/03)
Average Mid Cap Growth	4.89	37	18.87	41	18.87	41	9.53	60	13.65	61	8.41	67	*9.10	*61 (12/03)
<b>Vs. 100% Mid Cap Growth Universe (Hi-Beta)</b>														
PrimeCap Odyssey Agg. Growth	11.08	1	33.59	10	33.59	10	16.00	1	23.02	1	*23.02	*1	(12/31/12)	--
Russell Mid Growth	6.81	19	25.27	37	25.27	37	10.30	31	15.30	25	*15.30	*25	(12/31/12)	--
Average Mid Cap Growth	4.89	53	18.87	66	18.87	66	9.53	44	13.65	53	*13.65	*53	(12/31/12)	--
<b>Vs. 100% Large Cap Value Universe (Hi-Beta)</b>														
Dodge & Cox Stock	5.75	61	18.33	43	18.33	43	11.08	10	16.29	5	*18.46	*8	(9/30/11)	--
Russell 1000 Value	5.33	72	13.66	88	13.66	88	8.65	58	14.04	52	*16.24	*48	(9/30/11)	--
Average Large Cap Value	5.93	56	17.41	54	17.41	54	8.90	56	13.76	61	*15.53	*64	(9/30/11)	--
<b>Vs. 100% Large Cap Value Universe (Lo-Beta)</b>														
Vanguard Equity Income	6.35	28	18.49	19	18.49	19	11.12	5	14.75	16	*14.75	16	(12/31/12)	--
Russell 1000 Value	5.33	55	13.66	69	13.66	69	8.65	51	14.04	36	*14.04	*36	(12/31/12)	--
Average Large Cap Value	5.93	37	17.41	30	17.41	30	8.90	44	13.76	39	*13.76	*39	(12/31/12)	--

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
PERIODS ENDING 12-31-17**

**MIDWEST CITY COMPOSITE VS. POLICY PORTFOLIO**

	1 Year	3 Years	5 Years	10 Years	From 9-30-96
Alpha	0.55	0.31	0.25	0.07	0.11
Beta	1.17	1.09	1.05	1.02	1.00
R - squared	0.97	0.99	0.99	0.99	0.98
STD for Composite	2.24	6.40	6.18	12.27	11.64
STD for Policy Portfolio*	1.88	5.84	5.83	11.97	11.53

\* 70% S&P 500, 20% BARCLAYS CAPITAL AGG, 10% 90-day U.S. T-bill

**MIDWEST CITY COMPOSITE VS. S&P 500**

	1 Year	3 Years	5 Years	10 Years	From 9-30-96
Alpha	-0.94	-0.78	-1.17	-0.68	-0.37
Beta	0.77	0.89	0.81	0.75	0.70
R - squared	0.92	0.94	0.91	0.96	0.95
STD for Composite	2.24	6.40	6.18	12.27	11.64
STD for S&P 500	2.78	6.97	7.30	16.11	16.32

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
ASSET ALLOCATION  
PERIOD ENDED 12-31-17**

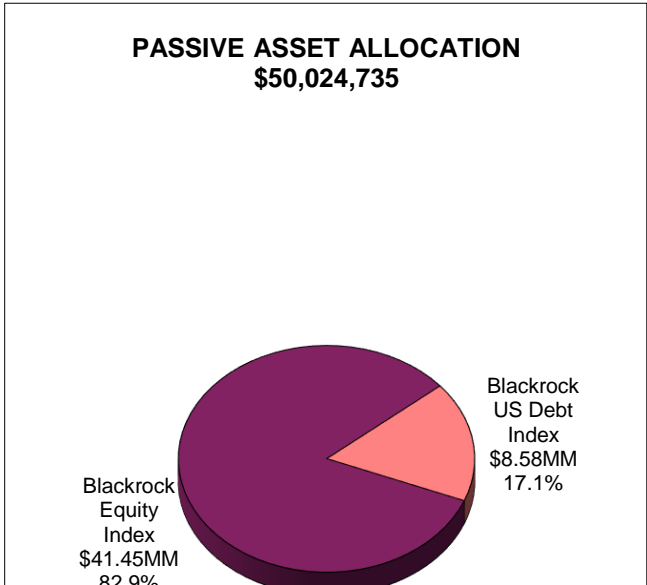
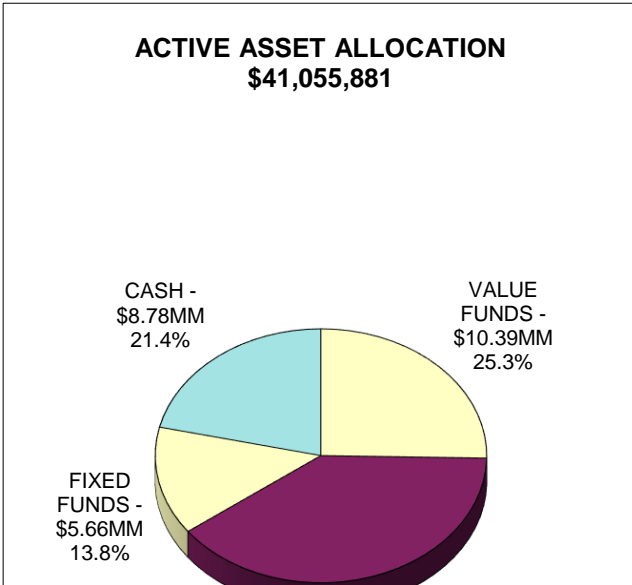
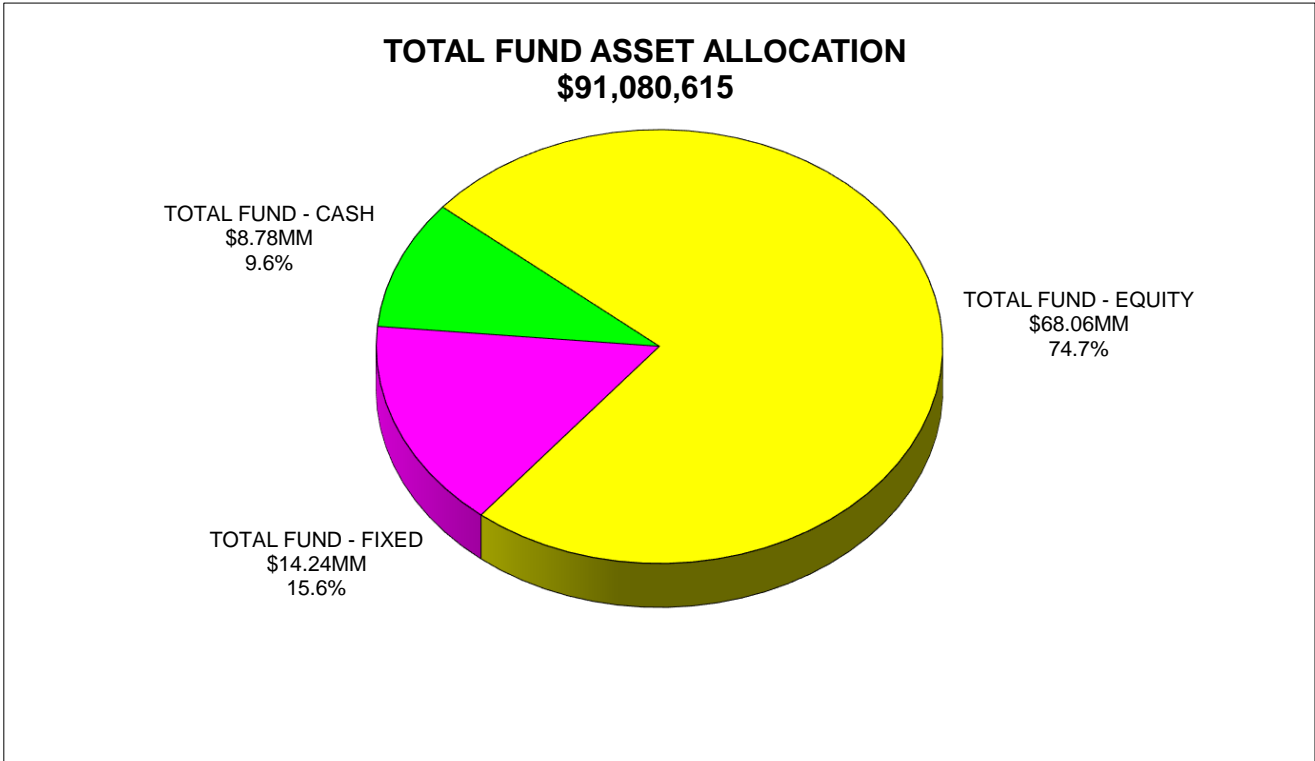
	Domestic Equity	Foreign Equity	US Bond	Cash	Total	Percent of Total	Target	Range
Blackrock Equity Index	41,446,149				41,446,149	45.5%		
Harbor Capital Appreciation	4,189,576				4,189,576	4.6%		
T. Rowe Price New America Gr.	3,577,404				3,577,404	3.9%		
Primecap Odyssey Agg Growth	5,000,155				5,000,155	5.5%		
Vanguard Mid Growth	3,453,251				3,453,251	3.8%		
Dodge & Cox Stock	5,665,120				5,665,120	6.2%		
Vanguard Equity Income	4,727,396				4,727,396	5.2%		
<b>TOTAL US EQUITY</b>	<b>68,059,050</b>				<b>68,059,050</b>	<b>74.7%</b>	<b>70.0%</b>	<b>20.0 - 85.0%</b>
Blackrock US Debt Index			8,578,585		8,578,585	9.4%		
Vanguard Short Tm. Treas.			1,240,556		1,240,556	1.4%		
Vanguard Short Tm. Inv. Gr.			1,355,901		1,355,901	1.5%		
Vanguard Int. Tm. Treas.			543,985		543,985	0.6%		
Vanguard Int. Tm. Inv. Gr.			1,825,381		1,825,381	2.0%		
Vanguard Long Tm. Treas.			694,926		694,926	0.8%		
<b>TOTAL US BOND</b>			<b>14,239,336</b>		<b>14,239,336</b>	<b>15.6%</b>	<b>30.0%</b>	<b>2.5 - 80.0%</b>
<b>TOTAL CASH</b>				<b>8,782,230</b>	<b>8,782,230</b>	<b>9.6%</b>	<b>0.0%</b>	<b>0.0 - 20.0%</b>
<b>TOTAL</b>	<b>68,059,050</b> <b>74.7%</b>	<b>0</b> <b>0.0%</b>	<b>14,239,336</b> <b>15.6%</b>	<b>8,782,230</b> <b>9.6%</b>	<b>91,080,615</b> <b>100.0%</b>		<b>100.0%</b>	

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
PERIOD ENDED 12-31-17**

<b>ALLOCATION CHANGE</b>			
	September 30, 2017	December 31, 2017	Change
Domestic Equity	63,683,331	68,059,050	4,375,720
Domestic Bond	14,196,960	14,239,336	42,376
Cash	8,762,027	8,782,230	20,203
<b>TOTAL FUND</b>	<b>86,642,318</b>	<b>91,080,615</b>	<b>4,438,298</b>

<b>ACTUAL vs. POLICY PORTFOLIO</b>			
	Actual Allocation	Policy Allocation	Allocation Range
Domestic Equity	74.7%	70.0%	20 - 85%
Domestic Bond	15.6%	30.0%	2.5 - 80%
Cash	9.6%	0.0%	0 - 20%

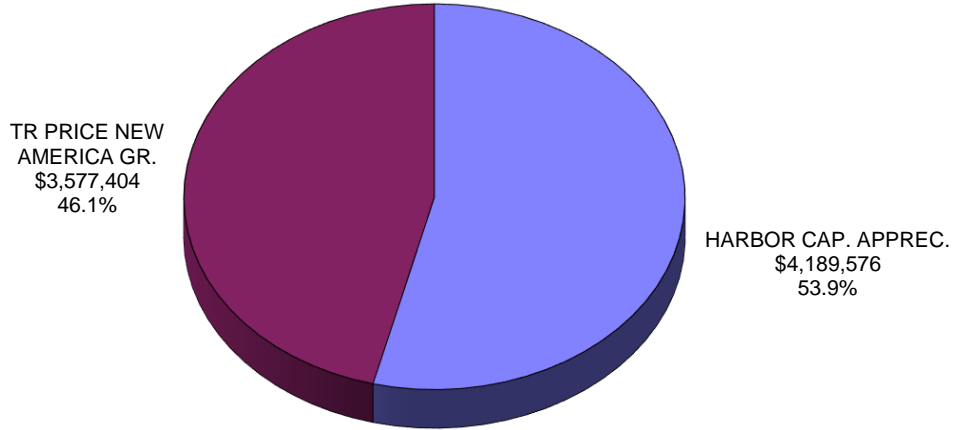
**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
ASSET ALLOCATION  
PERIOD ENDED 12-31-17**



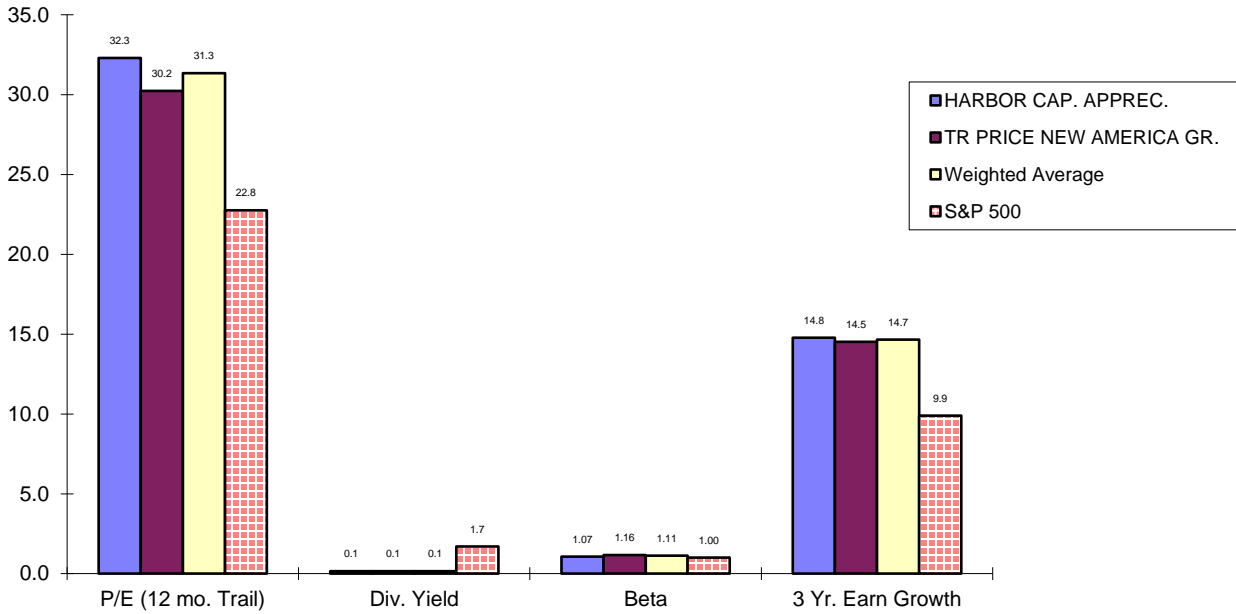


**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
PERIOD ENDED 12-31-17**

**LARGE GROWTH FUNDS COMPOSITE ASSET ALLOCATION  
\$7,766,980**

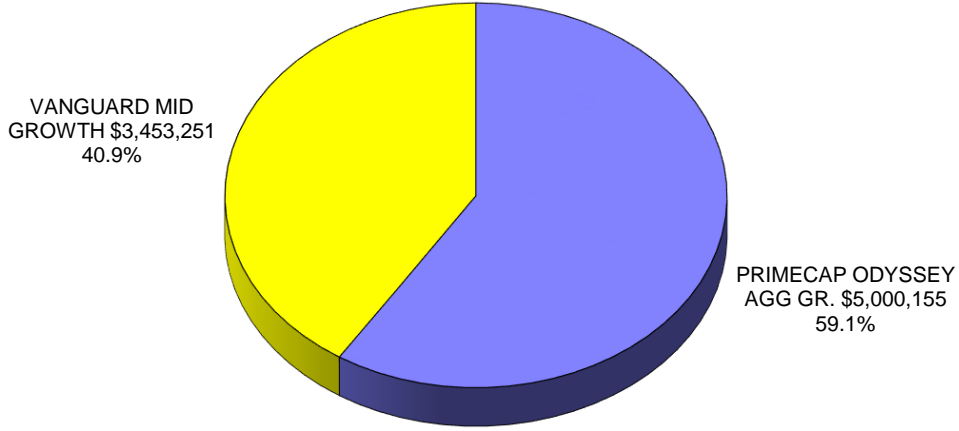


**LARGE GROWTH EQUITY CHARACTERISTICS v. S&P 500**

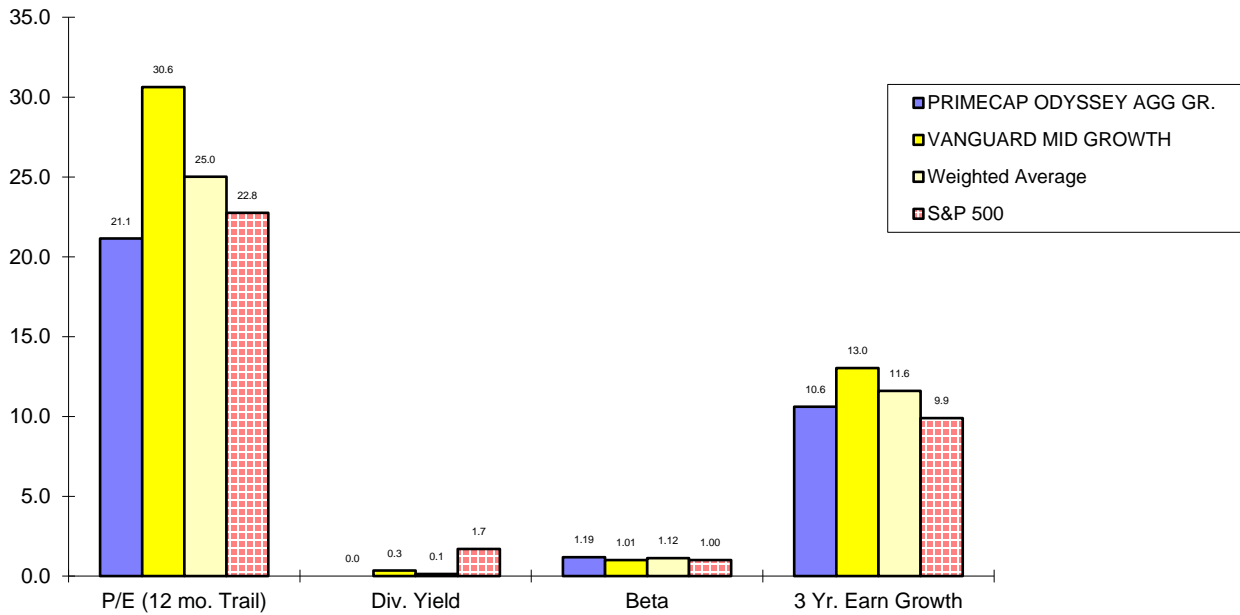


**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY**  
**PERIODS ENDED 12-31-17**

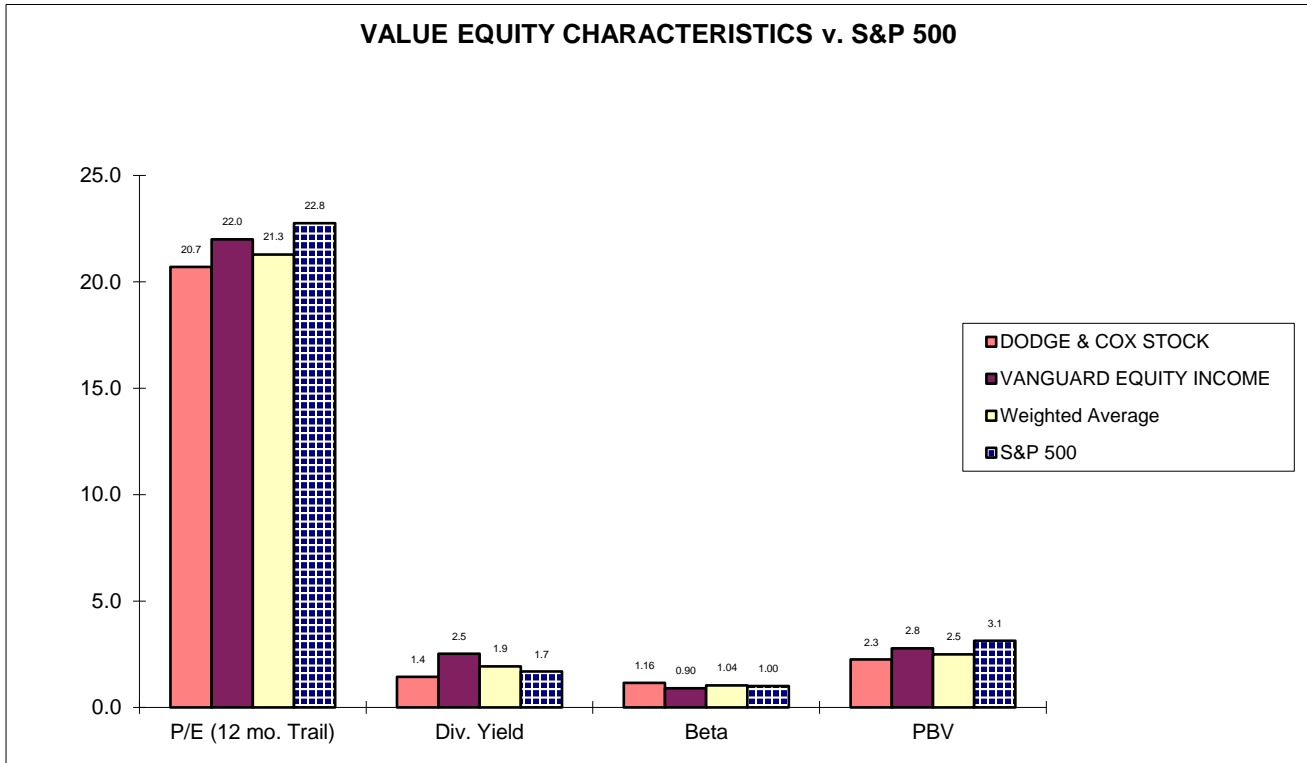
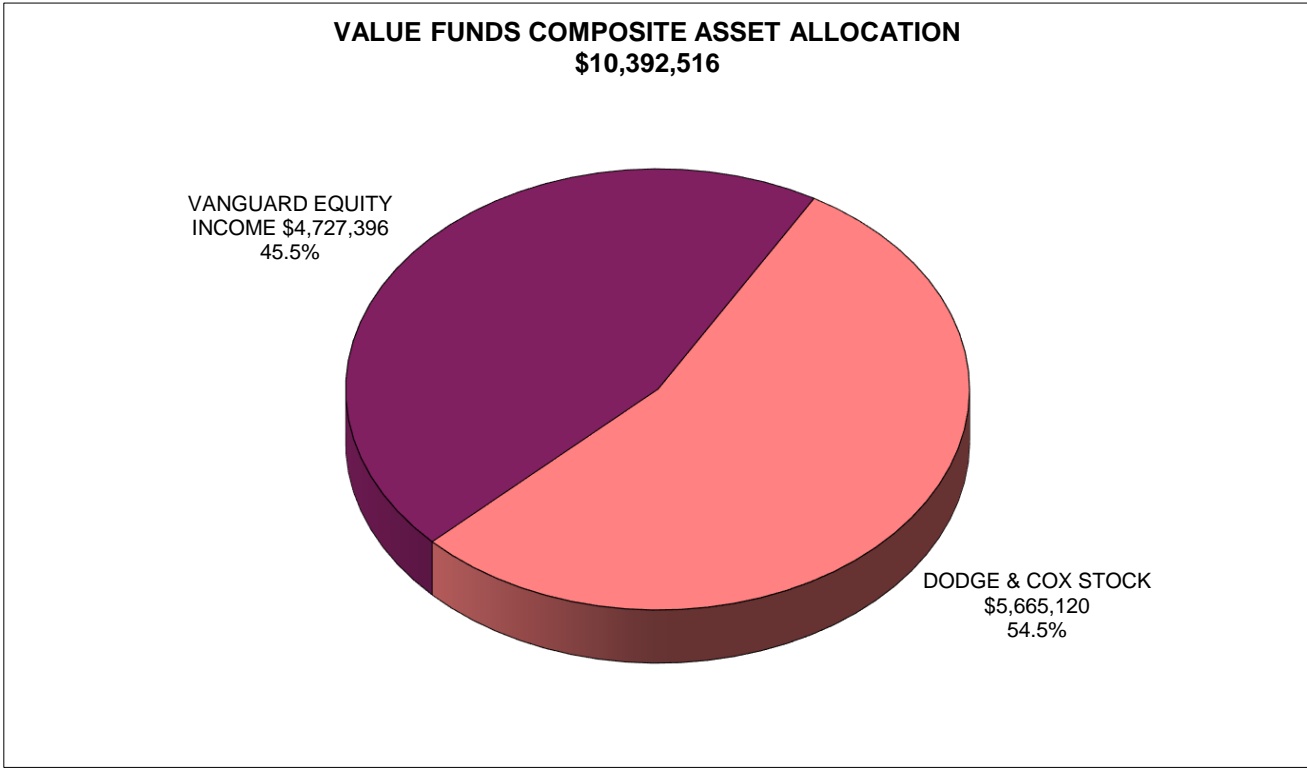
**MID GROWTH FUNDS COMPOSITE ASSET ALLOCATION**  
**\$8,453,406**



**MID GROWTH EQUITY CHARACTERISTICS v. S&P 500**

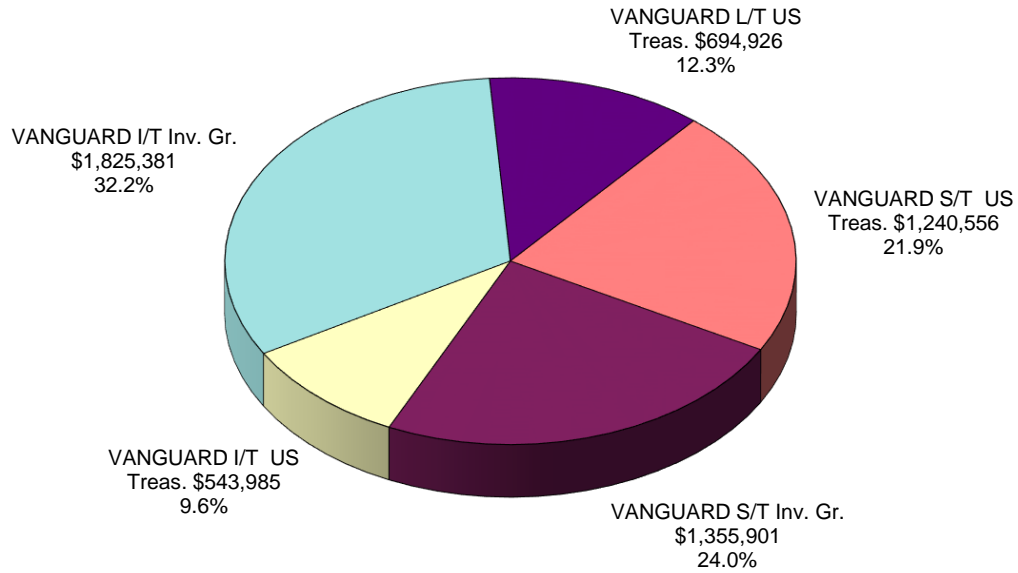


**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
PERIOD ENDED 12-31-17**

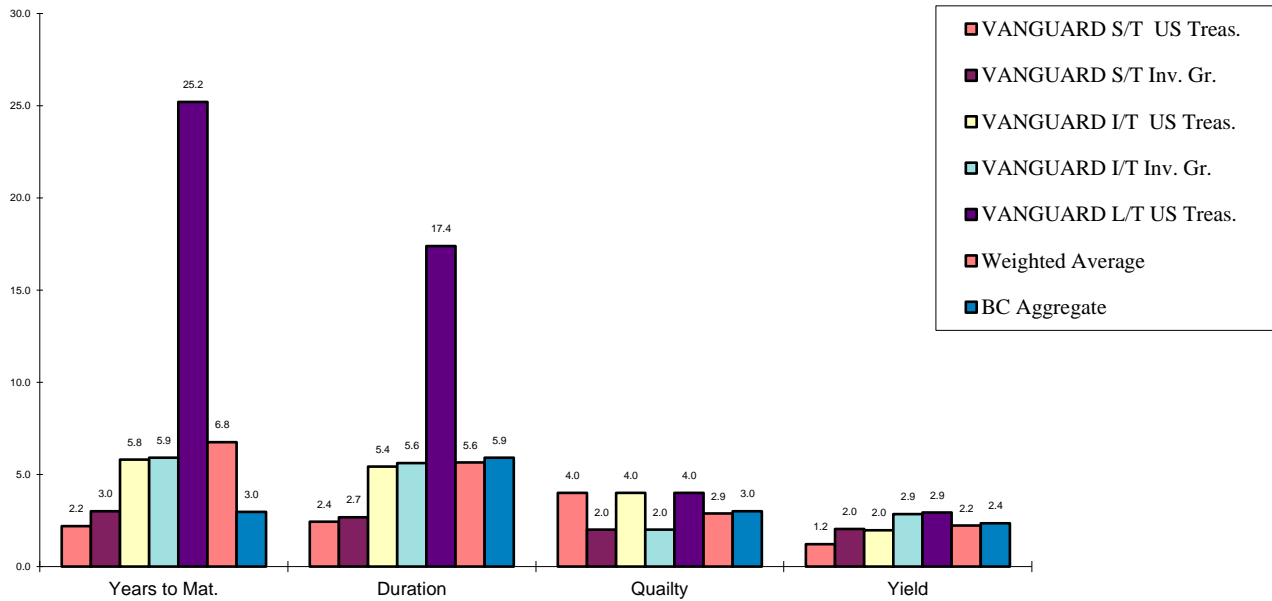


**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
PERIOD ENDED 12-31-17**

**ACTIVE FIXED INCOME ASSET ALLOCATION  
\$5,660,750**



**ACTIVE FIXED INCOME CHARACTERISTICS**







Midwest City Memorial Hospital Authority  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Office (405) 739-1207/Fax (405) 739-1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

To: Honorable Chairman and Trustees  
From: J. Guy Henson, Secretary  
Date: March 13, 2018  
Subject: Discussion and consideration of taking action on 1) the following Midwest City Memorial Hospital Authority Trust Board of Grantors' grant application recommendations:

- MWC Fire - Gas ID Analyzer for \$61,000, Gas Monitors for \$14,400, Triage Kits for \$12,808.44 and Child Passenger Safety Restraints for \$2,030.25;
- MWC High School - B-1 Technology for \$90,444.60;
- MWC Grant Dept. - Dana Brown Cooper Head Start for \$4,100;
- MWC Public Works - Excavation Safety Response Unit for \$67,000 and Regional Trail Exercise Stations for \$15,000;
- MWC Police - FARO Technologies for \$78,811;
- MWC Com. Dev. - Ridgecrest Entrance Sign for \$2,200 and Drone for \$5,000;
- Carl Albert High School - Water Bottle Filling Stations for \$1,040.21 and Band Booster Trailer for \$22,500;
- Oklahoma Earthbike Fellowship - SCIP Maintenance for \$4,500;
- Friends of the OK History Center, Inc. - Restore & Interpret Historic C-47 for \$10,000;
- MWC Senior Center - Aquarium Project for \$2,520;
- The Eden Clinic, Inc. - Increased Medical Services for \$30,000; and
- Autumn House, Inc. - Wireless System for \$26,645.50;

and 2) authorizing distribution of the approved grant awards not to exceed \$450,000.00 for the 2017-18 fiscal year. (This item was continued from the February 27, 2018 Hospital Authority meeting.)

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The Trust Board of Grantors (the Board) met on January 25, 2018 to consider funding for the grant applications submitted for the 2017-18 grant year with a funding allocation total of \$450,000.00.

The Authority received twenty-six eligible grant applications totaling \$1,251,476.35 in requests. The Board is recommending that eighteen grants totaling \$450,000.00 be funded in 2017-18. Last year, the Authority funded 13 grants for a total of \$450,000.00.

Attached you will find a spreadsheet of the twenty-six eligible 2017-18 grant applicants with the first round comments and rankings. The last spreadsheet is the Board's final recommendations after a group evaluation and lengthy discussion of the grants. Also attached are the unexecuted minutes of the January 25<sup>th</sup> meeting. Copies of the full grant applications are available in the City Manager's office or via Dropbox at your request.

J. Guy Henson, General Manager/Administrator

## 2017-18 Grant Submissions

	Applicant Name	Grant Title	Project summary/Purpose/Purchase	Desired Amount	Contact	Phone	Address	Email
1	MWC Police	FARO Technologies Hardware & Software	This is a portable scanner that will capture images of crime scenes, accidents etc...	\$78,811.00	Nicole Poplin	739-1313	100 N. Midwest Blvd., MWC, OK 73110	<a href="mailto:npoplin@midwestcityok.org">npoplin@midwestcityok.org</a>
2	The Eden Clinic, Inc	Increased Medical Services	Improve medical record keeping system.	\$30,000.00	Linda Cozadd	579-4673	1315 A Gateway Plaza, MWC, OK 73110	<a href="mailto:linda@edenclinic.tv">linda@edenclinic.tv</a>
3	MWC Fire	Gas ID Analyzer	Update the infrared analyzer equipment.	\$61,000.00	Bert Norton	739-1341	8201 E. Reno, MWC, OK 73110	<a href="mailto:bnorton@midwestcityok.org">bnorton@midwestcityok.org</a>
4	MWC Fire	Gas Monitors	Update front line gas monitors.	\$14,400.00	Bert Norton	739-1341	8201 E. Reno, MWC, OK 73110	<a href="mailto:bnorton@midwestcityok.org">bnorton@midwestcityok.org</a>
5	MWC Fire	Child Passenger Safety Restraints	Purchase of new child car seats.	\$3,533.15	Bert Norton	739-1341	8201 E. Reno, MWC, OK 73110	<a href="mailto:bnorton@midwestcityok.org">bnorton@midwestcityok.org</a>
6	MWC Fire	Triage Kits	Purchase of 36 kits.	\$12,808.44	Bert Norton	739-1341	8201 E. Reno, MWC, OK 73110	<a href="mailto:bnorton@midwestcityok.org">bnorton@midwestcityok.org</a>
7	MWC Fire	Rescue Boat, Harnesses, & Rope	Purchasing equipment to create an effective water rescue team.	\$25,103.00	Bert Norton	739-1341	8201 E. Reno, MWC, OK 73110	<a href="mailto:bnorton@midwestcityok.org">bnorton@midwestcityok.org</a>
8	Carl Albert High School	Water Bottle Filling Stations	Purchase of nine fountain stations.	\$9,361.87	Krystal Ross	739-1726	2009 S. Post Rd, MWC, OK 73130	<a href="mailto:kross@mid-del.net">kross@mid-del.net</a>
9	MWC HS Museum, Inc.	Vietnam Memorial Project	Build a memorial for MWC HS alumni Vietnam Veterans.	\$179,860.88	Bob Osmond	642-0277	2101 Pearson Dr., MWC, OK 73110	<a href="mailto:rosmond03@att.net">rosmond03@att.net</a>
10	Tinker Home Away From Home	Christmas Party	Supplies and food for the party.	\$8,387.91	Pam Kloiber	503-5041	12908 Doriath Way, OKC, OK 73145	<a href="mailto:pamkloiber@aol.com">pamkloiber@aol.com</a>
11	OK Home & Community Education Inc	Parking Lot Improvement/ Install	Installation of an asphalt parking lot for the farmers market.	\$17,000.00	Kathryn Wells	543-7496	P.O. Box 50042, MWC, OK 73140	<a href="mailto:andrew.stober@live.com">andrew.stober@live.com</a>
12	Autumn House, Inc.	Installation of Wireless System	Installation of equipment and Wiring to establish WIFI.	\$26,645.50	Shari Lopp	732-0644	500 Adair Blvd., MWC, OK 73110	<a href="mailto:autumnhouse@coxinet.net">autumnhouse@coxinet.net</a>
13	Carl Albert Home Run Club	Carl Albert Baseball Outfield Fence	Installation of a metal outfield fence.	\$70,000.00	Dusty Alexander	972-989-1442	12155 Tuscany Redge Rd, MWC, OK 73130	<a href="mailto:tdbrown71@hotmail.com">tdbrown71@hotmail.com</a>
14	Carl Albert Home Run Club	Carl Albert Baseball Grandstand Awning	Installation of a metal awning over the existing bleachers at Bill Tipton field at Carl Albert.	\$160,000.00	Dusty Alexander	972-989-1442	12155 Tuscany Redge Rd, MWC, OK 73130	<a href="mailto:tdbrown71@hotmail.com">tdbrown71@hotmail.com</a>
15	MWC Public Works	Excavation Safety Response Unit	Purchasing and creation of an Excavation Safety Response Unit.	\$67,000.00	Vaughn Sullivan	739-1061	8730 SE 15th Street, MWC, OK 73110	<a href="mailto:vsullivan@midwestcityok.org">vsullivan@midwestcityok.org</a>
16	Carl Albert Band Booster	Titan Pride	Purchase of a "Kentucky" style Van Trailer.	\$30,000.00	Darryl Snow	623-7292	8008 Old Colony Rd., MWC, OK 73130	<a href="mailto:darryl.snow@gmail.com">darryl.snow@gmail.com</a>
17	Oklahoma Earthbike Fellowship	SCIP Maintenance	Purchase a shipping container and paint supplies.	\$4,500.00	Tegan Malone	506-4633	P.O. Box 2320 OKC, OK 73101	<a href="mailto:tegmalone@gmail.com">tegmalone@gmail.com</a>

## 2017-18 Grant Submissions

<b>18</b>	MWC Senior Center	Senior Center Aquarium Project	Installation of an aquarium at the Senior Center.	<b>\$2,520.00</b>	Kyle Parker	739-1200	8251 East Reno, MWC, OK 73110	<a href="mailto:kparker@midwestcityok.org">kparker@midwestcityok.org</a>
<b>19</b>	Friends of the OK History Center, Inc.	Restore & Interpret Historic C-47	Provide site security, interpretation, and recognition of donors.	<b>\$15,000.00</b>	Dan Provo	522-5380	800 Nazih Zuhdi Dr., OKC 73105	<a href="mailto:dprovo@sbcglobal.net">dprovo@sbcglobal.net</a>
<b>20</b>	MWC Com. Dev.	I-40 Spirit Lantern	Construction of the Spirit Lantern.	<b>\$295,000.00</b>	Billy Harless	739-1228	100 N. Midwest Blvd., MWC, OK 73110	<a href="mailto:bharless@midwestcityok.org">bharless@midwestcityok.org</a>
<b>21</b>	MWC Com. Dev.	Capital Infrastructure Plan	Hiring of a consultant to evaluate the City's current Capital Improvements Planning process.	<b>\$20,000.00</b>	Billy Harless	739-1228	100 N. Midwest Blvd., MWC, OK 73110	<a href="mailto:bharless@midwestcityok.org">bharless@midwestcityok.org</a>
<b>22</b>	MWC Com. Dev.	Drone	Purchase a drone, parts, software, and operational training.	<b>\$5,000.00</b>	Billy Harless	739-1228	100 N. Midwest Blvd., MWC, OK 73110	<a href="mailto:bharless@midwestcityok.org">bharless@midwestcityok.org</a>
<b>23</b>	MWC Com. Dev.	Ridgecrest Neighborhood Entrance Sign	Repairing and adding new signs marking the historic neighborhoods of Ridgecrest.	<b>\$6,000.00</b>	Billy Harless	739-1228	100 N. Midwest Blvd., MWC, OK 73110	<a href="mailto:bharless@midwestcityok.org">bharless@midwestcityok.org</a>
<b>24</b>	MWC Grant Dept.	Dana Brown Cooper Head Start - Facility Improvements	Purchase of a 10 x 12 storage building and riding lawn mower.	<b>\$4,100.00</b>	Terri Craft	739-1217	100 N. Midwest Blvd., MWC, OK 73110	<a href="mailto:tcraft@midwestcityok.org">tcraft@midwestcityok.org</a>
<b>25</b>	MWC Public Works	Regional Trail Exercise Stations	Purchase and installation of nine individual exercise units.	<b>\$15,000.00</b>	Vaughn Sullivan	739-1061	8730 SE 15th Street, MWC, OK 73110	<a href="mailto:vsullivan@midwestcityok.org">vsullivan@midwestcityok.org</a>
<b>26</b>	MWC High School	Keeping Bombers Brilliant with B-1 Technology	Purchase three laptop carts with printers, and thirty computers.	<b>\$90,444.60</b>	Stephanie Bailey	739-1741 x5203	213 Elm Street, MWC, OK 73110	<a href="mailto:sbailey@mid-del.net">sbailey@mid-del.net</a>
			<b>Total Grant Application Requests:</b>	<b>\$1,251,476.35</b>				



#	Applicant	Desired Purchase	Amount Requested	Total Scores	Average Scores	BOG Evaluations Total Average of all Mentioned Funding Recommendations	BOG Evaluation Comments (Red = Question, Blue = Answers, Black = other comments)
1	MWC Police	FARO Technologies Hardware & Software	\$78,811.00	745	83	\$58,905.50	<p><b>Comment:</b> "Expensive, but worthwhile for our Police Dept."</p> <p><b>Question:</b> "Overtime and Manpower? We have on the average 2-5 fatality car accidents a year and 2 or less shooting fatalities a year, right?", and "How much current OT do they use for this?"</p> <p><b>Answer:</b> "[FARO] ...can be utilized for a variety of crime scenes and not just limited to homicides and fatality wrecks. Most medium size and large agencies are moving towards this technology because it provides the most accurate measurements associated with any crime scene and is of such advanced nature, that it makes our current "Total Station" archaic. We can no longer update and invest in the "Total Station" because the system is outdated and old. The OK County District Attorney's office has strongly suggested we find money within our budget to transition to the FARO system [because] --the information provided [by FARO] for court prosecution and presentation is rarely rebutted. It will save manpower and overtime because one person, properly trained can operate [it], whereas currently it takes multiple people to operate the "Total System."</p>
2	The Eden Clinic, Inc.	Increased Medical Services	\$30,000.00	648	72	\$8,333.33	<p><b>Comments:</b> A) "Partial funding \$15-\$20K." B) "Got \$10K last year...needed services." C)"Should partner with others to fully fund this project. Recommend \$10,000." D) "Willing to take less - other sources of funding have been utilized. Clinic is providing valuable service for community."</p> <p><b>Question:</b> "Do we support religious based?" <b>Answer:</b> Yes</p> <p><b>Question:</b> "How many patients do they see?" <b>Answer:</b> "The number of patient/clients we serve at MWC continues to increase every year! In fact, we had more patients at MWC in 2017 than we had in Norman and we've only been in MWC since 2012. 463 Unique/new Patients Served, and 674 Patient Visits, and 89 STI (sexually transmitted infection) testing and treatment."</p>
3	MWC Fire	Gas ID Analyzer	\$61,000.00	725	91	\$61,000.00	<p><b>Comment:</b> "Worthwhile for MWC."</p> <p><b>Question:</b> "Did not address other funding sources. How will they Measure the success?"</p> <p><b>Answer:</b> "These have been purchased by the Homeland Security in the past. This equipment is going to be outdated and Homeland Security does not have the funding to replace this. We have not identified another funding source for this as we are trying to plan for the future and we know that this will be obsolete and parts will not be available. This is the first time that we have looked at a source to replace the current equipment."</p>
4	MWC Fire	Gas Monitors	\$14,400.00	723	90	\$7,200.00	<p><b>Comment:</b> "Recommend funding the #3 Gas ID Analyzer, not both...zero funding."</p> <p><b>Question:</b> "Did not address other possible funding discrepancy - are we funding 4 or 6?"</p> <p><b>Answer:</b> "We have received these in the past from UASI. These monitors are also breaking down and do not have parts to repair these. UASI is no longer a funding source as they have disbanded due to no more federal funding. We have one on each of the fire trucks that we have in service."</p>
5	MWC Fire	Child Passenger Safety Restraints	\$3,533.15	665	83	\$2,230.88	<p><b>Comments:</b> A) "Provides car seats. Although worthwhile, they are consumable...zero funding." B) "Suggest funding for 2 chairs in each category as to assess real need...\$1,857.21" C) "Recommend \$3,533.15." D) "They should partner with community groups or local retailers." E) "Helps the ones in the community that can least afford to help themselves ...minimal expense to help many in our community." F) "A little dramatic."</p> <p><b>Question:</b> "Word of mouth? Will this spread so that many will request free seats?"</p> <p><b>Answer:</b> "...these are there for the residents...that come in and they have a seat but for some reason it cannot be installed because it does not meet the criteria, then we will make the seat available to them..."</p> <p><b>Question:</b> "Could they partner with car seat manufacturers? Or target Wal-Mart? Is that scale necessary?"</p> <p><b>Answer:</b> "We have not reached out to them to do this. We have partnered in the past with Safe Kids and they will only give them out to us when there is an event that is scheduled here in MWC. We have received money from Wal-Mart in the past but we typically use that money to help purchase handouts for the schools during fire prevention month."</p>

6	MWC Fire	Triage Kits	\$12,808.44	700	88	\$12,808.44	<p><b>Comments:</b> A) "It is good to fund the startup costs for this even though they will probably have to be refilled... consumables." B) "Could do few kits if needed."</p> <p><b>Question:</b> "Lifespan of Kits...when will these need to be replaced?"</p> <p><b>Answer:</b> "The Triage Kits are partially a consumable. The bags are reusable, but most of the contents are not."</p> <p><b>Question:</b> "Could do few kits if needed." <b>Answer:</b> "Yes. If there are limited number funds available."</p> <p><b>Question:</b> "Curious as to how they determined 6 large/30 small kits?"</p> <p><b>Answer:</b> "We have 6 large kits and each engine would have a triage kit. The 30 smaller kits would be divided up to 4 on each fire truck (24), and the remaining 6 would allow one to be placed on the shift commanders vehicle, the safety officers truck, and the 4 fire prevention vehicles."</p> <p><b>Question:</b> "Who is responsible for the funds? Do other agencies (EMS) have triage kits that could be used?"</p> <p>They all respond to mass casualties. Seems like this could be shared."</p> <p><b>Answer:</b> "If we are successful in getting this funding through the grant then we will be able to get the kits refilled from the ambulance and the hospital as equipment is used. This equipment is for mass casualty types of events. We have seen several incidents around us and we want to be prepared in the event that we have something like this. The ambulance does have a mass casualty unit that was given to them from the Department of Homeland Security. We will be the first ones there to begin to triage multiple patients until that unit is able to be deployed."</p>
7	MWC Fire	Rescue Boat, Harnesses, & Rope	\$25,103.00	535	67	\$8,367.67	<p><b>Comments:</b> A) "Recommend funding some other MWC Fire requests for greater impact...zero funding." B) "Suggest resubmitting when we have a 'lake'."</p> <p><b>Questions:</b> A) "How many times would this be used?" B) "Need more specific dates for need- How many times needed in the last 5 years?" C) "How often is this needed? D) Could they share with Del City or others?"</p> <p><b>Answer:</b> "I hope that we will never need it. But we know that there have been times when we did have severe flooding...and we know that there are plans in the future that we will have a lake...at the corner of NE 10th and Sooner. We are just trying to make the plans for it in the future. We will use it several times a year for training. This item will be just like the Haz-Mat trailer that we will not use on a regular basis, but when we need it, we have it and do not need to depend on other cities and their resources when the time arises."</p> <p><b>Question:</b> "Why the extra \$5000?"</p> <p><b>Answer:</b> "Ropes, and other water safety components that will be used in the event there is no way to launch the boat such as the creek behind station 1."</p>
8	Carl Albert High School	Water Bottle Filling Stations	\$9,361.87	716	80	\$3,483.72	<p><b>Comments:</b> A) "Innovative request." B) "Recommend paying for one at \$967.43. School Foundation has a plan in place to raise money for all the schools, and maybe they could come back next year if everything doesn't get funded. *Maybe we could fund one for each school?" C) "Fund 5 stations...it would great if they could partner with someone to fund the others. Recommend funding \$6,000." D) "Only benefits CAHS students, but it's a great idea." E) "Willing to take less."</p> <p><b>Question:</b> "Why only one school? Why not entire district?"</p> <p><b>Answer:</b> "The School District would need to put in a grant application for the entire district."</p>
9	MWC HS Museum, Inc.	Vietnam Memorial Project	\$179,860.88	479	53	\$30,000.00	<p><b>Comments:</b> A) "This project was considered last year." B) "Not needed...Veterans Memorial already exists." C) "This is so expensive. Couldn't we erect some smaller monument at the site of our existing Veterans Memorial listing all MWC residents killed in Vietnam? This is for just one high school...zero funding or minimal amount for existing Veterans Memorial monument." D) "A lot of money for one project for one school!" and "Should enlist Alumni to raise future funds needed." E) "Definitely need to have other sources of funding. Is there a need for this?" F) "Funded by various sources." G) "Wow, \$179,000 for a 2nd Veterans Park? We have one on Douglas?"</p>
10	Tinker Home Away From Home	Christmas Party	\$8,387.91	538	60	\$4,178.66	<p><b>Comments:</b> A) "Nice request, but consumable expenses. Not of permanent benefit to MWC...zero funding." B) "Should partner with other community groups to get the balance needed - A great project." C) "Possibly fund \$6714.63" D) "Believe in supporting are military, but this is for one event. Better way to utilize money?" E) "Seems to be an expensive party."</p>
11	OK Home & Community Education Inc.	Parking Lot Improvement/ Install	\$17,000.00	687	76	\$13,500.00	<p><b>Comments:</b> A) "I have concerns about long term use." B) "Limited City value, but with a paved parking lot, it may encourage more farmers to participate and residents to stop and purchase items." C) "Should reach out for more community support - much needed concept - finance most." D) "No mention of other funding sources." E) "Benefits community. Could bring others here if we offer a large Farmer's Market." F) "Not open all year? How much of an impact?"</p>

12	Autumn House, Inc.	Installation of Wireless System	\$26,645.50	625	69	\$10,161.38	<b>Comments:</b> A) "Limited City impact...zero funding." B) "Everyone needs Wi-Fi." C) "This would definitely benefit residents and employees of Autumn House, but does it really benefit the community at large? Would like discussion." D) "Low income seniors are the most vulnerable."
13	Carl Albert Home Run Club	Carl Albert Baseball Outfield Fence	\$70,000.00	625	69	\$46,666.67	<b>Comments:</b> A) "Only for one high school...limited community impact...zero funding." B) "I think they should select one of these two applications to be fully funded or we should fund half of both projects." C) "Only impacts CAHS Baseball." D) "Greatly needed. Enhances neighborhood, increase safety (no other funds)." E) "One school." <b>Questions:</b> A) "The request is \$25,000 higher than the top bid. [Why?]" and B) "Bid is \$41,085, but asking \$70K difference [Why?]" C) "\$70,000 vs \$43,000 on the estimates...where is the rest going?" <b>Answer:</b> "After we talked with the contractors, we decided on that amount for any un-seen cost that may come up with the project. The awning is a pretty large structure and an engineer firm will have to draw it up prior to any construction. The same with the fence, but we should be ok with the amount for the bid."
14	Carl Albert Home Run Club	Carl Albert Baseball Grandstand Awning	\$160,000.00	618	69	\$26,666.67	<b>Comments:</b> A) "The budget request far exceeds the amount indicated in the bids." B) "Limited overall community impact...zero funding." C) "I wish there was some way to give something to each school for sports because they have had so many cuts." D) "I think they should select one of these two applications to be fully funded or we should fund half of both projects." E) "How about seeking funding from high profile athletes from Carl Albert?" F) "Would be a great benefit, but so much money." G) "Nonprofits also do fundraisers, or sell hats as a fundraiser." <b>Questions:</b> A) "Why \$160K vs 125k [indicated on bid]?" and B) "Where is there Homerun Club?" <b>Answer:</b> A) "After we talked with the contractors, we decided on that amount for any un-seen cost that may come up with the project. The awning is a pretty large structure and an engineer firm will have to draw it up prior to any construction...we should be ok with the amount for the bid. We just don't have any way to raise extra dollars for the improvements. We would send any money left, with proof of what was spent back to the Hospital board" B) "The Home Run Club is the parents of all the boys that play baseball at Carl Albert HS. The board members like myself and 4 others just over see everything. It's our Baseball booster club."
15	MWC Public Works	Excavation Safety Response Unit	\$67,000.00	783	87	\$67,000.00	<b>Comments:</b> A) "Much needed protection for PWA." B) "This is a necessity for safety of workers and should be part of City budget." C) "Seems important for safety." C) "Will benefit many." D) "A little over my head, but it keeps people safe."
16	Carl Albert Band Booster	Titan Pride	\$30,000.00	645	72	\$20,000.00	<b>Comments:</b> A) "Well written, worthwhile project, but limited community impact." B) "Same issue of funding one school and one program." C) "This should be a High School students, parents, and alumni project." D) "Good cause, represent the community well -doesn't impact many." E) "The band parents shot down the Superintendent's proposal for a combined stadium during one of his town hall's prior to the last band election. This proposal states the bond \$ is going towards facilities improvement instead. A combined stadium for all Mid-Del Schools could have also provided adequate selfish transportation of all bands. It was a gorgeous facility. 1 stadium-1 bus-1 trailer-all schools. You shot it down for "traditions."
17	Oklahoma Earthbike Fellowship	SCIP Maintenance	\$4,500.00	705	78	\$3,500.00	<b>Comments:</b> "Reasonable request." <b>Question:</b> A) "Where will this be placed? B) Will it be a target of theft or vandalism?" <b>Answer:</b> "Vaughn Sullivan mentioned putting it west of the trail-head parking lot and we [concur]...Additionally, the shipping container will have a tamper proof container lock. The only other way to gain access would be to cut through the metal."
18	MWC Senior Center	Senior Center Aquarium Project	\$2,520.00	663	74	\$2,520.00	<b>Comments:</b> A) "Ok as long as it is maintained and seniors visiting the site find it pleasing." B) "This is a small money request, but feel like they have such a nice facility that I don't know if this would add that much." C) "Excellent project." D) "Aquariums are beautiful and relaxing, but can be expensive to maintain, although says staff will. I need educating on benefits for community at large (no other funding)." <b>Questions:</b> "I need educating on benefits for community at large..."; and "Have they considered a therapy dog program ran by volunteers, the library next door does it?" <b>Answer:</b> "...We have many programs and activities, as well as a meal program that we offer Monday through Friday each week. We provide more than 6,000 services to seniors in our community each month. This includes things like card games, dominoes, quilting, painting, bingo, Tai-Chi, daily exercise classes, a fitness room, walking programs, Bible study, 3 nightly dances, education groups, the DAV, AARP, and a grief support group, taught by a licensed therapist. We believe the adage that "movement is life", and we try to embrace that and provide many opportunities for seniors to exercise the heart, mind, body, and soul"; and "Yes, we have talked about a dog therapy program, but it is not within our budget."

19	Friends of the OK History Center, Inc.	Restore & Interpret Historic C-47	\$15,000.00	705	78	\$15,000.00	<p><b>Comments:</b> A) "Hopefully this will help to complete the project." B) "We already gave to this overall project. Would like to see the funds be granted for new projects." C) "Zero people on the Board from MWC proper? 2nd phase - 175K last year-need more background info on \$75K- No actual estimates."</p> <p><b>Questions:</b> What is the contingency budget of \$5,325?</p> <p><b>Answer:</b> "This is to take care of unknown costs (i.e. additional sheet metal repairs from a storm last year)"</p>
20	MWC Com. Dev.	I-40 Spirit Lantern	\$295,000.00	512	57	\$125,000.00	<p><b>Comments:</b> A) "This would be more than half what we have to spend. I don't know the impact it would have." B) "Quite a large amount, should determine a way to co-op the balance of this funding with another agency." C) "I like this grant, but would rather fund more grants than this one." D) "Really like this. Perhaps fund some, but not all?" E) "Overpriced - nice looking - but more urgent needs, plus - Hudiberg Drive?" F) "Do a joint thing with the base- this looks like a tornado siren."</p> <p><b>Question:</b> "Can they get partial funding elsewhere?"</p> <p><b>Answer:</b> "It would be very difficult due to the timing issues involved."</p>
21	MWC Com. Dev.	Capital Infrastructure Plan	\$20,000.00	672	75	\$20,000.00	<p><b>Comments:</b> A) "Developing a long-term vision and process for determining MWC's construction is important." B) "I would like some input from Mr. Henson on this one!" C) "Zero estimates from a consultant or other options such as training a current employee via conference attendance. Incomplete."</p> <p><b>Question:</b> "Can Mr. Henson give us some insight on this?"</p> <p><b>Answer:</b> "Yes, he will expand on this at the meeting."</p> <p><b>Question:</b> "Zero estimates from a consultant or other options such as training a current employee via conference attendance. Are there plans for either of these?"</p> <p><b>Answer:</b> "The Capital Infrastructure Plan has been part of conversation for a number of years and staff has attended conferences and training concerning CIP. To properly evaluate and produce a CIP or CIP process, it is vital that a outside unbiased professional structure these."</p>
22	MWC Com. Dev.	Drone	\$5,000.00	706	78	\$5,000.00	<p><b>Comments:</b> A) "Useful tool for MWC...this drone should be available to Fire and police departments as well." B) "Multiple uses/benefits." C) "Incomplete package."</p> <p><b>Question:</b> "How much use would it be...being so near to TAFB?"</p> <p><b>Answer:</b> "It would be used often. Staff has already had conversations with TAFB and they don't mind the City's use of a drone as long as we notify them before flights."</p> <p><b>Question:</b> "What is the actual drone prices?"</p> <p><b>Answer:</b> "As with a lot of technology, prices are changing as technology advances. We would like to buy the most advanced drone, camera and software at the time of funding which is approximately \$4,500 to 4,900."</p> <p><b>Question:</b> "How many man hours of training?"</p> <p><b>Answer:</b> "Since the date the grant application was submitted, the city's new GIS Coordinator is a licensed drone pilot. We would train other staff in house for about 40 hrs before taking the pilot's test."</p>
23	MWC Com. Dev.	Ridgecrest Neighborhood Entrance Sign	\$6,000.00	720	80	\$4,833.33	<p><b>Comments:</b> A) "This is in keeping with our efforts to enhance pride within the City." B) "Like the idea of at least repairing original at \$2500." C) "It's an eyesore. Needs to be replaced." D) "A good thing for the community, but so many other worthy applications - I would be in favor of funding if enough money left." E) "(At least they had estimates) 100% decorative."</p> <p><b>Question:</b> "Why can't the neighborhood association raise their own monies for the sign through dues and fundraisers?"</p> <p><b>Answer:</b> They certainly could.</p>
24	MWC Grant Dept.	Dana Brown Cooper Head Start - Facility	\$4,100.00	788	88	\$4,100.00	<p><b>Comments:</b> A) "Worthwhile project." B) "Does it really help community at large?" C) "Great proposal-well thought out and provides service to an area in great need!!"</p>
25	MWC Public Works	Regional Trail Exercise Stations	\$15,000.00	738	82	\$15,000.00	<p><b>Comments:</b> A) "I frequently see people utilizing those stations currently in existence." B) "Very worthwhile for community." C) "No one uses the one at 15th and Century now. Move next to the walking trails is a better option to combat obesity or hold more nutrition seminars at the library for free."</p> <p><b>Question:</b> "Is the City going to be liable for injuries that occur to individuals using the equipment?"</p> <p><b>Answer:</b> "No. We already have exercise equipment and playground equipment all over town and the good news is the Oklahoma tort claim laws protect us, as long as these pieces of equipment are properly maintained. As is our current practice with existing equipment, these pieces will be added to our regular inspect and repair regimen."</p>

26	MWC High School	Keeping Bombers Brilliant with B-1 Technology	\$90,444.60	790	88	\$65,222.30	<p><b>Comments:</b> A) "This request has merit. Although it benefits just one high school, the request is reasonable. Rcommend we fund as much as we can."                  B) "[Fund enough for]...2 laptops with 30 computers." C) "...very detailed proposal."  <b>Question:</b> "Are there possible grants through HP or other sources?"  <b>Answer:</b> "I am not certain...[due to] time constraints, [this] it is the only one I attempted."  <b>Question:</b> "Retention in the community?"  <b>Answer:</b> "I do not know. When I closed my grant, I stated that 'I hope that they will have pride in where they came from and return to Midwest City as educated young adults who want to raise their families here and send their children to their alma mater, MCHS' but, I do not know a number or a way to tabulate this; it is a hope. When I wrote that sentence, I was thinking of myself and my colleagues who are products of Mid-Del Schools and returned to the district, which for MCHS, it is about 25% of the faculty and staff."</p>
			\$1,251,476.35			\$640,678.53	

<b>2017-18 Board's Proposed Grant Recipients</b>		
<b>Grant Applicant</b>		<b>Recommended Amount to Fund</b>
MWC Fire	Gas ID Analyzer	\$61,000.00
MWC Fire	Gas Monitors	\$14,400.00
MWC High School	Keeping Bombers Brilliant with B-1 Technology	\$90,444.60
MWC Grant Dept.	Dana Brown Cooper Head Start - Facility Improvements	\$4,100.00
MWC Fire	Triage Kits	\$12,808.44
MWC Public Works	Excavation Safety Response Unit	\$67,000.00
MWC Fire	Child Passenger Safety Restraints	\$2,030.25
MWC Police	FARO Technologies Hardware & Software	\$78,811.00
MWC Public Works	Regional Trail Exercise Stations	\$15,000.00
MWC Com. Dev.	Ridgecrest Neighborhood Entrance Sign	\$2,200.00
Carl Albert High School	Water Bottle Filling Stations	\$1,040.21
MWC Com. Dev.	Drone	\$5,000.00
Oklahoma Earthbike Fellowship	SCIP Maintenance	\$4,500.00
Friends of the OK History Center, Inc.	Restore & Interpret Historic C-47	\$10,000.00
MWC Senior Center	Senior Center Aquarium Project	\$2,520.00
The Eden Clinic, Inc.	Increased Medical Services	\$30,000.00
Carl Albert Band Booster	Titan Pride	\$22,500.00
Autumn House, Inc.	Installation of Wireless System	\$26,645.50
<b>Meeting date: January 25, 2018</b>		<b>\$450,000.00</b>

Notice of this special Midwest City Memorial Hospital Authority Trust Board of Grantors meeting was filed with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City of Midwest City's website, accessible to the public for at least 48 hours in advance of the meeting.

**MINUTES OF SPECIAL MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
TRUST BOARD OF GRANTORS MEETING**

January 25, 2018 - 5:30 p.m.

This special meeting was held in the second floor conference room of City Hall, Midwest City, County of Oklahoma, and State of Oklahoma.

Vice-Chairman Sherry Beard called the meeting to order at 5:47 PM with the following members present: Secretary/Treasurer Dara McGlamery, Charles McDade, \*\*Pam Dimski, \*Joyce Jackson, Sheila Rose, Marcia Conner, and Amy Otto. Absent: Chairman (Vacant position) and Nancy Rice.

\* Joyce Jackson arrived at 5:51 PM.

**Discussion Items.**

1. **Discussion and consideration of approving the June 22, 2017, as submitted.** Dimski made a motion to approve the minutes, as submitted, seconded by McDade. Voting aye: McDade, Dimski, McGlamery, Jackson, Rose, Conner, Otto, and Vice-Chairman Beard. Nay: none. Absent: Chairman (Vacant position) and Nancy Rice. Motion carried.
2. **Discussion and consideration of 1) electing a new Chairman for a six-month term fulfilling, resigning Chairman John Cauffiel's spot; and 2) electing any other vacant offices.**
  - 1) McDade made a motion to appoint Sherry Beard as Chairman, seconded by Otto. Voting aye: McDade, Dimski, McGlamery, Jackson, Rose, Conner, Otto, and Chairman Beard. Nay: none. Absent: Rice. Motion carried.
  - 2) Otto made a motion to appoint Sheila Rose as Vice-Chairman, seconded by Dimski. Voting aye: McDade, Dimski, McGlamery, Jackson, Rose, Conner, Otto, and Chairman Beard. Nay: none. Absent: Rice. Motion carried.
4. **Discussion and consideration of reviewing the new evaluation process and making any necessary changes.** After much discussion, Rose made a motion to change the point values of the evaluation form as follows: A = 10, B = 10, C = 15, D = 15, F = 40, seconded by Otto. Voting aye: McDade, Dimski, McGlamery, Jackson, Rose, Conner, Otto, and Chairman Beard. Nay: none. Absent: Rice. Motion carried.
5. **Discussion and consideration of renaming the grant program.** Dimski made a motion to rename the grant program to Midwest City Community Improvement Grant Program, seconded by McGlamery. Voting aye: McDade, Dimski, McGlamery, Jackson, Rose, Conner, Otto, and Chairman Beard. Nay: none. Absent: Rice. Motion carried.

**3. Discussion and consideration of reviewing the 2017-18 grant applications and determining a recommendation for funding of grants to the Hospital Authority Trustees in a total amount not to exceed \$450,000.**

Rose made a motion to fully fund the MWC Fire Department applications for the #3: Gas ID Analyzer for \$61,000 and the #4: Gas Monitors for \$14,400, seconded by Jackson. Voting aye: McDade, Dimski, McGlamery, Jackson, Rose, Conner, Otto, and Chairman Beard. Nay: none. Absent: Rice. Motion carried.

Otto made a motion to fully fund the MWC High School #26: Technology application for \$90,444.60, seconded by McDade. Voting aye: McDade, Dimski, McGlamery, Jackson, Rose, Conner, Otto, and Chairman Beard. Nay: none. Absent: Rice. Motion carried.

Dimski made a motion to fully fund the MWC Grant Department #24: Dana Brown Cooper Head Start application for \$4,100, seconded by Conner. Voting aye: McDade, Dimski, McGlamery, Jackson, Rose, Conner, Otto, and Chairman Beard. Nay: none. Absent: Rice. Motion carried.

Jackson made a motion to fully fund the MWC Fire Department #6: Triage Kit application for \$12,808.44, seconded by Conner. Voting aye: McDade, Dimski, McGlamery, Jackson, Rose, Conner, Otto, and Chairman Beard. Nay: none. Absent: Rice. Motion carried.

McDade made a motion to fully fund the MWC Public Works Department #15: Excavation Safety Response Unit application for \$67,000, seconded by McGlamery. Voting aye: McDade, Dimski, McGlamery, Jackson, Rose, Conner, Otto, and Chairman Beard. Nay: none. Absent: Rice. Motion carried.

Dimski made a motion to fund \$1,857.21 of the MWC Fire Department #5: Child Passenger Safety Restraints application, seconded by McGlamery. Voting aye: McDade, Dimski, McGlamery, Jackson, Rose, Conner, Otto, and Chairman Beard. Nay: none. Absent: Rice. Motion carried. After the initial round of grant recommendations, the Grantors revisited this item to adjust the overall budget to equal \$450,000. Dimski made a motion to add \$173.04 to the funds for a total recommended amount of \$2,030.25, seconded by Rose. Voting aye: McDade, Dimski, McGlamery, Jackson, Rose, Conner, Otto, and Chairman Beard. Nay: none. Absent: Rice.

Dimski made a motion to fully fund the MWC Police Department #1: FARO Technology application for \$78,811, seconded by McDade. Voting aye: McDade, Dimski, McGlamery, Jackson, Rose, Conner, Otto, and Chairman Beard. Nay: none. Absent: Rice. Motion carried.

McGlamery made a motion to fully fund the MWC Public Works #25: Regional Trail Exercise Stations application for \$15,000, seconded by Jackson. Voting aye: McDade, Dimski, McGlamery, Jackson, Rose, Conner, Otto, and Chairman Beard. Nay: none. Absent: Rice. Motion carried.

McGlamery made a motion to fully fund the MWC Community Development #23: Ridgecrest Neighborhood Entrance Sign application for \$6,000, seconded by Conner. Voting aye: Dimski, McGlamery, Conner, and Chairman Beard. Nay: Otto, Jackson, Rose, and McDade. Absent: Rice. *Motion failed.* After further discussion, Rose made a motion to fund \$2,200 to replace the original sign at Reno and Bella Vista only, seconded by McDade. Voting aye: McDade, Dimski, McGlamery, Jackson, Rose, Conner, Otto, and Chairman Beard. Nay: none. Absent: Rice. Motion carried.



Rose made a motion to fund \$1,040.21 for one water station of the Carl Albert High School #8: Water Bottle Filling Stations application, seconded by McGlamery. Voting aye: McDade, Dimski, McGlamery, Jackson, Rose, Conner, Otto, and Chairman Beard. Nay: none. Absent: Rice. Motion carried.

Rose made a motion to fully fund the Midwest City Community Development #22: Drone application for \$5,000, seconded by Dimski. Voting aye: McDade, Dimski, McGlamery, Jackson, Rose, Conner, Otto, and Chairman Beard. Nay: none. Absent: Rice. Motion carried.

Dimski made a motion to fully fund the Oklahoma Earthbike Fellowship #17: SCIP Maintenance application for \$4,500, seconded by McDade. Voting aye: McDade, Dimski, McGlamery, Jackson, Rose, Conner, Otto, and Chairman Beard. Nay: none. Absent: Rice. Motion carried.

Dimski made a motion to fully fund the Friends of the OK History Center, Inc. #19: Restore and Interpret Historic C-47 application for \$15,000, seconded by McGlamery. Voting aye: McDade, Dimski, McGlamery, Jackson, Rose, Conner, Otto, and Chairman Beard. Nay: none. Absent: Rice. Motion carried. After the initial round of grant recommendations, the Grantors revisited this item to adjust the overall budget to equal \$450,000. McDade made a motion to retract the original motion and only fund \$10,000, seconded by Conner. Voting aye: McDade, Dimski, McGlamery, Jackson, Rose, Conner, Otto, and Chairman Beard. Nay: none. Absent: Rice. Motion carried.

\*\*Trustee Dimski left the meeting at 7:02 PM and returned at 7:04 PM.

Otto made a motion to fully fund the Midwest City Senior Center #18: Aquarium Project application for \$2,520, seconded by Conner. Voting aye: McDade, Dimski, McGlamery, Jackson, Rose, Conner, Otto, and Chairman Beard. Nay: none. Absent: Rice. Motion carried.

Otto made a motion to fully fund The Eden Clinic, Inc. #2: Increased Medical Services application for \$30,000, seconded by McDade. Voting aye: McDade, Dimski, McGlamery, Jackson, Conner, Otto, and Chairman Beard. Nay: Rose. Absent: Rice. Motion carried.

Rose made a motion to fully fund the Carl Albert #16: Band Booster Band Trailer application for \$30,000, seconded by Conner. Voting aye: McDade, Dimski, McGlamery, Jackson, Rose, Conner, Otto, and Chairman Beard. Nay: none. Absent: Rice. Motion carried. After the initial round of grant recommendations, the Grantors revisited this item to adjust the overall budget to equal \$450,000. Conner made a motion to retract the original motion and only fund \$22,500, seconded by Rose. Voting aye: McDade, Dimski, McGlamery, Jackson, Rose, Conner, and Chairman Beard. Nay: Otto. Absent: Rice. Motion carried.

Otto made a motion to fully fund the Autumn House, Inc. Installation of Wireless System application for \$26,645.50, seconded by Dimski. Voting aye: McDade, Dimski, McGlamery, Jackson, Conner, Otto, and Chairman Beard. Nay: Rose. Absent: Rice. Motion carried.

**Adjournment.** There being no further business, Chairman Beard adjourned the meeting at 7:42 p.m.

ATTEST:

\_\_\_\_\_  
SHERRY BEAIRD, Chairman

\_\_\_\_\_  
DARA MCGLAMERY, Secretary/Treasurer



Midwest City Memorial Hospital Authority  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Office (405) 739-1207/Fax  
(405) 739-1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

## Memorandum

To: Honorable Chairman and Trustees

From: J. Guy Henson, Secretary

Date: March 13, 2018

Subject: Discussion and consideration of approving an agreement with the Midwest City High School Museum, Inc. to provide up to \$90,000 in matching funds from the Fund balance of the Hospital Authority Discretionary Fund for the purpose of assisting in the construction of a Vietnam Memorial at Midwest City High School (MCHS).

---

As you know, a Hospital Authority grant application was submitted by the MCHS Museum, Inc. to build a MCHS Vietnam Memorial Project at MCHS. The purpose of the memorial is to pay tribute to the sacrifice of Midwest City High School military veterans, especially the twenty-two fallen alumni heroes who served in Vietnam.

Though this application was not recommended for funding in this year's grant cycle, there was interest on the part of the Trustees in finding alternative funding for the project. To this end, the City Attorney has examined the Hospital Authority Trust Indenture and is of the opinion the Trustees may distribute or expend portions of the Discretionary funds on other projects that serve a public purpose, beyond those associated with the grant program.

Outside of the grants, the Trustees have used the available Discretionary funds primarily for the purpose of real estate investments, economic development initiatives, or other Trust related expenses. In line with past practice, we have used individual agreements to formalize the use and distribution of funding. That is the methodology being suggested here and there is sufficient balance in the Discretionary Fund for this agreement.

By this attached agreement, the Hospital Authority would fund up to \$90,000 in matching dollars for the City participation in this project. The agreement also provides that the memorial honor all Midwest City residents who died in Vietnam, not just those from MCHS. In addition, military veterans from Midwest City may also be recognized.

We understand that this somewhat changes the project scope; however, we feel it is warranted given the public's financial participation in the project. The agreement also stipulates the memorial will be open and accessible to the general public so that the public may enjoy the investments made by the City.

J. Guy Henson, General Manager/Administrator

STATE OF OKLAHOMA

MIDWEST CITY HIGH SCHOOL MUSEUM – VIETNAM  
MEMORIAL PROJECT FINANCING ASSISTANCE AGREEMENT

COUNTY OF OKLAHOMA

**THIS MIDWEST CITY HIGH SCHOOL MUSEUM – VIETNAM MEMORIAL PROJECT FINANCING ASSISTANCE AGREEMENT** (this “Agreement”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the “Effective Date”), by and between the Midwest City Memorial Hospital Authority, an Oklahoma public trust (the “Authority”) and Midwest City High School Museum, Inc., an Oklahoma domestic not for profit corporation (“Museum”), and the City of Midwest City, Oklahoma (the “City”), a municipal corporation of the State of Oklahoma.

**RECITALS**

**WHEREAS**, the Authority was created by that certain “Original Trust Indenture”, dated as of the 1st day of July, 1961, as a public trust for the use and benefit of the City, later amended as the “Amended and Restated Trust Indenture”, as of the 8<sup>th</sup> day of April, 1998, pursuant to the provisions of Title 60, Sections 176, et seq., of the Oklahoma Statutes, as amended and supplemented (hereinafter, the “Public Trust Act”) and other applicable statutes of the State of Oklahoma; and

**WHEREAS**, the City, as the beneficiary thereof, acting through its City Council, has adopted a resolution accepting beneficial interest therein on behalf of said City; and

**WHEREAS**, the purposes of the Authority are, in part, to distribute “Discretionary Funds” each year as grants, for other expenditures and/or to be otherwise designated at the Trustees’ sole discretion for the benefit of the City; and

**WHEREAS**, in order to accomplish its designated purposes, the Authority is empowered to provide funds for the costs of acquiring, constructing, rehabilitating, equipping, securing, maintaining and developing real and personal property within and near the City; and

**WHEREAS**, Museum has proposed to have Clark Construction, Inc. (“Clark”) construct a MCHS Vietnam Memorial and Plaza, as a lasting tribute to the sacrifice of MCHS military veterans, especially the 22 fallen veterans who served in Vietnam, on the south side of the Midwest City High School at an estimated cost of \$179,860.88 and, in connection therewith, has requested a grant and/or financing assistance from the Authority up to the full cost of said construction; and

**WHEREAS**, the City, Authority and Museum have a mutual desire to demonstrate their gratitude to those citizens of Midwest City setting aside comfort and self-interest to serve a cause greater than themselves; and

**WHEREAS**, the Mid-Del Schools have agreed to contribute property on the south side of the Midwest City High School Museum for the construction of the MCHS Vietnam Memorial and Plaza, and have agreed to “Approve all bidding and contract administration activities with Callaway Architecture, the Museum and the Vietnam Memorial Project Committee until all the construction is complete for the Vietnam Memorial and Plaza” (see MOU); and

**WHEREAS**, the parties wish to set forth the manner in which the Authority has agreed to provide financial assistance.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties to this Agreement agree as follows:

1. **Recitals.** The forgoing recitals are true and correct and are hereby incorporated in this Agreement.
2. **Exhibits.** The following Exhibits are true and correct and are hereby incorporated in this Agreement by this reference:

Exhibit A – Clark Construction, Inc.’s preliminary estimate of costs for the construction of the MCHS Vietnam Memorial and Plaza ;

Exhibit B – Conceptual Site Plans by Callaway Architecture;

Exhibit C – Memorandum of Understanding (“MOU”), dated August 9, 2016, on cooperation between Mid-Del Schools and Vietnam Memorial Project Committee and Class of 1964 Museum Projects Committee and Midwest City High School Museum, Inc.

3. **Financial Assistance to be provided.** The Authority will provide financial assistance to the Museum by matching other funds raised by the Museum up to a maximum amount of \$90,000.00 for the purpose of assisting in the construction of the MCHS Vietnam Memorial and Plaza at Midwest City High School. The matching funds by the Authority must be used within a two year time frame, beginning \_\_\_\_\_, 2018. Documentation of expenditures (acceptable to the MCMHA trustees) must be provided within thirty (30) days of expenditures, proving that funds received were used for the construction of the Vietnam Memorial and Plaza. At the end of the above identified two year time frame, any money not accounted for will be cause to pay back those awarded funds to the MCMHA.
4. **Midwest City High School Vietnam Memorial and Plaza (“Memorial”).** The City, Authority and Museum agree that in addition to the MCHS military veterans, especially the 22 fallen veterans who served in Vietnam, the Memorial will honor all Midwest City residents who died in Vietnam. In addition, military veterans from Midwest City may also be recognized. The City, Authority and Museum also agree the Memorial will be open and accessible to the general public to enjoy the investment made by the City.
5. **Museum Obligations.** Pursuant to the MOU, the Museum will coordinate with the Mid-Del Schools to approve all bidding and contract administration activities until all the construction is complete for the Vietnam Memorial and Plaza, and to insure public access to the Memorial.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

Approved and agreed to by the City on the Effective Date.

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, City Clerk

**CITY OF MIDWEST CITY, OKLAHOMA**, a municipal corporation

\_\_\_\_\_  
\_\_\_\_\_, Mayor

Approved as to form and legality on the Effective Date.

\_\_\_\_\_  
City Attorney

Approved and agreed to by the Authority on the Effective Date.

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, Secretary

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY**, a public trust

\_\_\_\_\_  
\_\_\_\_\_, Chairman

Approved as to form and legality on the Effective Date.

\_\_\_\_\_  
\_\_\_\_\_, Attorney for the Authority

Approved and agreed to by Midwest City High School Museum, Inc. on the Effective Date.

**MIDWEST CITY HIGH SCHOOL MUSEUM, INC.**, an Oklahoma not for profit corporation

\_\_\_\_\_  
\_\_\_\_\_, President

Exhibit A

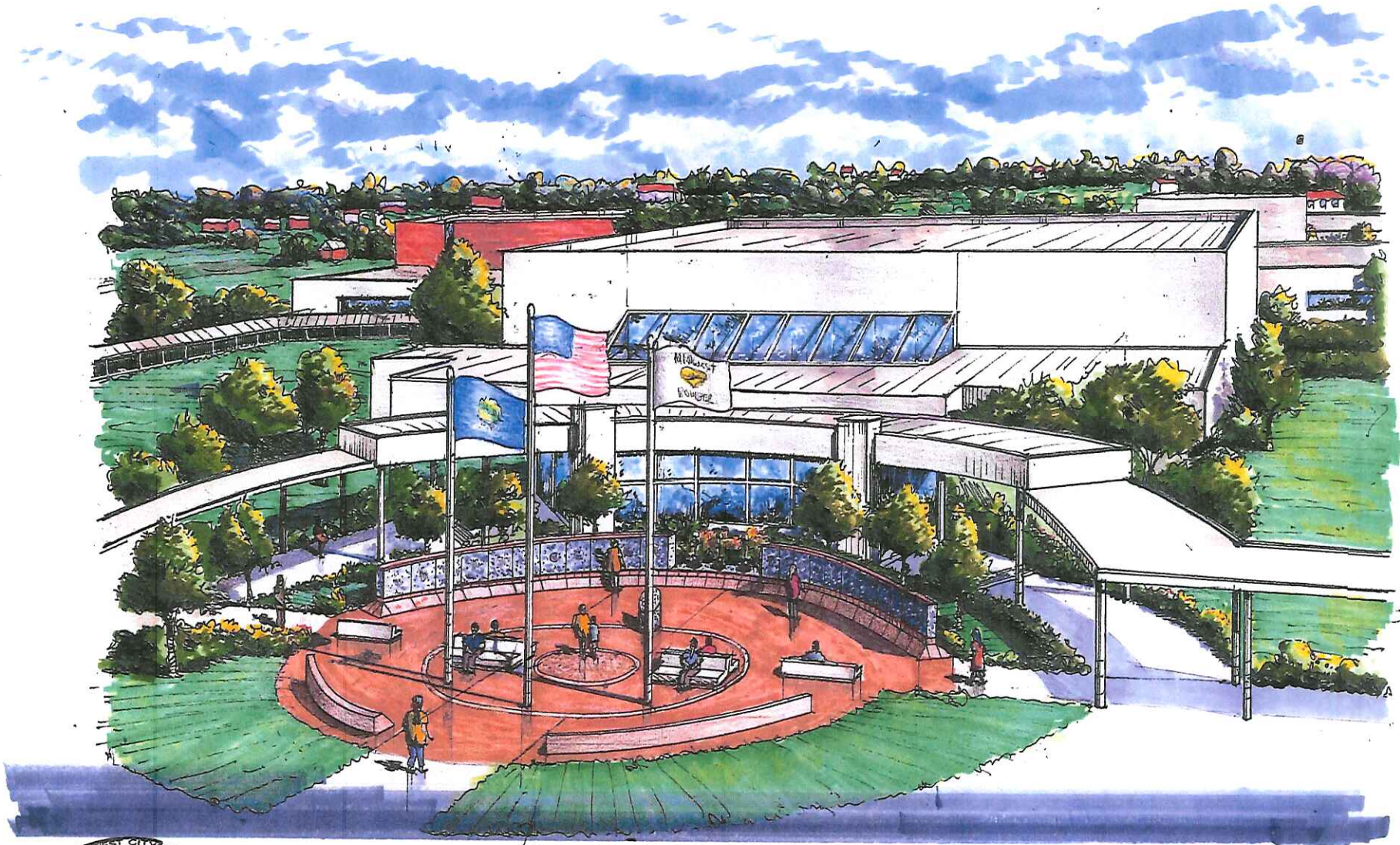
Clark Construction, Inc.  
1015 E. Grand Blvd.  
Oklahoma City, OK 73129

MWC High School History Center  
Memorial Veterans Center  
**Preliminary Estimate**

11/1/2016

DESCRIPTION	NOTES	QUOTE	TOTAL
<b>DIV. 1 GENERAL REQUIREMENTS</b>			
Architectural Fees	By Owner	\$0.00	
Engineering Fees	By Owner	\$0.00	
Testing & Inspections		\$450.00	
Permit		\$0.00	
Supervision	Part Time	\$7,500.00	
Printing Fees		\$0.00	
Temporary Facilities		\$800.00	
Temporary Fencing		\$1,557.00	
Clean Up		\$1,480.00	
Additional Insurance		\$148.00	
<b>SUBTOTAL DIV. 1</b>		<b>\$11,935.00</b>	<b>\$11,935.00</b>
<b>DIV. 2 SITEWORK</b>			
Earth Work	DTM	\$15,000.00	
Landscape/Irrigation	Complete Landsculpture	\$20,681.89	
<b>SUBTOTAL DIV. 2</b>		<b>\$35,681.89</b>	<b>\$35,681.89</b>
<b>DIV. 3 CONCRETE</b>			
Cast-In-Place Concrete	P.A.D.D., Inc	\$40,000.00	
<b>SUBTOTAL DIV. 3</b>		<b>\$40,000.00</b>	<b>\$40,000.00</b>
<b>DIV. 4 MASONRY</b>			
Masonry/CMU/Cast Stone	Superior Masonry	\$28,360.00	
Inscribed Pavers	Allowance 250 @ \$16.00 tax included	\$4,335.00	
<b>SUBTOTAL DIV. 4</b>		<b>\$32,695.00</b>	<b>\$32,695.00</b>
<b>DIV. 6 CARPENTRY</b>			
Rough Carpentry	Allowance	\$500.00	
Granite Cap/ Granite Panel	Natural Stone	\$3,500.00	
<b>SUBTOTAL DIV. 6</b>		<b>\$3,500.00</b>	<b>\$3,500.00</b>
<b>DIVISION 7 THERMAL &amp; MOISTURE PROTECTION</b>			
Waterproofing & Caulking	OK Waterproofing	\$1,600.00	
Paving Joints		\$525.00	
<b>DIV. 7 SUBTOTAL</b>		<b>\$2,125.00</b>	<b>\$2,125.00</b>
<b>DIV. 10 SPECIALTIES</b>			
Labor to Install Div. 10		\$600.00	
Flag Pole	ACO Includes Installation	\$9,615.00	
Bench	ACO. Add \$326.00 for Arm Rails	\$4,558.00	
Plaques	By Owner	\$0.00	
Signage		\$0.00	
<b>SUBTOTAL DIV. 10</b>		<b>\$14,773.00</b>	<b>\$14,773.00</b>
<b>DIV. 16 ELECTRICAL</b>			
Electrical	Kelso	\$22,800.00	
<b>SUBTOTAL DIV. 16</b>		<b>\$22,800.00</b>	<b>\$22,800.00</b>
<b>SUBTOTAL</b>			<b>\$163,509.89</b>
<b>CONSTRUCTION MANAGER FEE</b>			<b>\$16,350.99</b>
<b>CONTINGENCY</b>			<b>\$0.00</b>
<b>TOTAL</b>			<b>\$179,860.88</b>
<b>SQFT (Not Accurate)</b>	3500		
<b>SQFT COST</b>	\$51.39		

Exhibit B

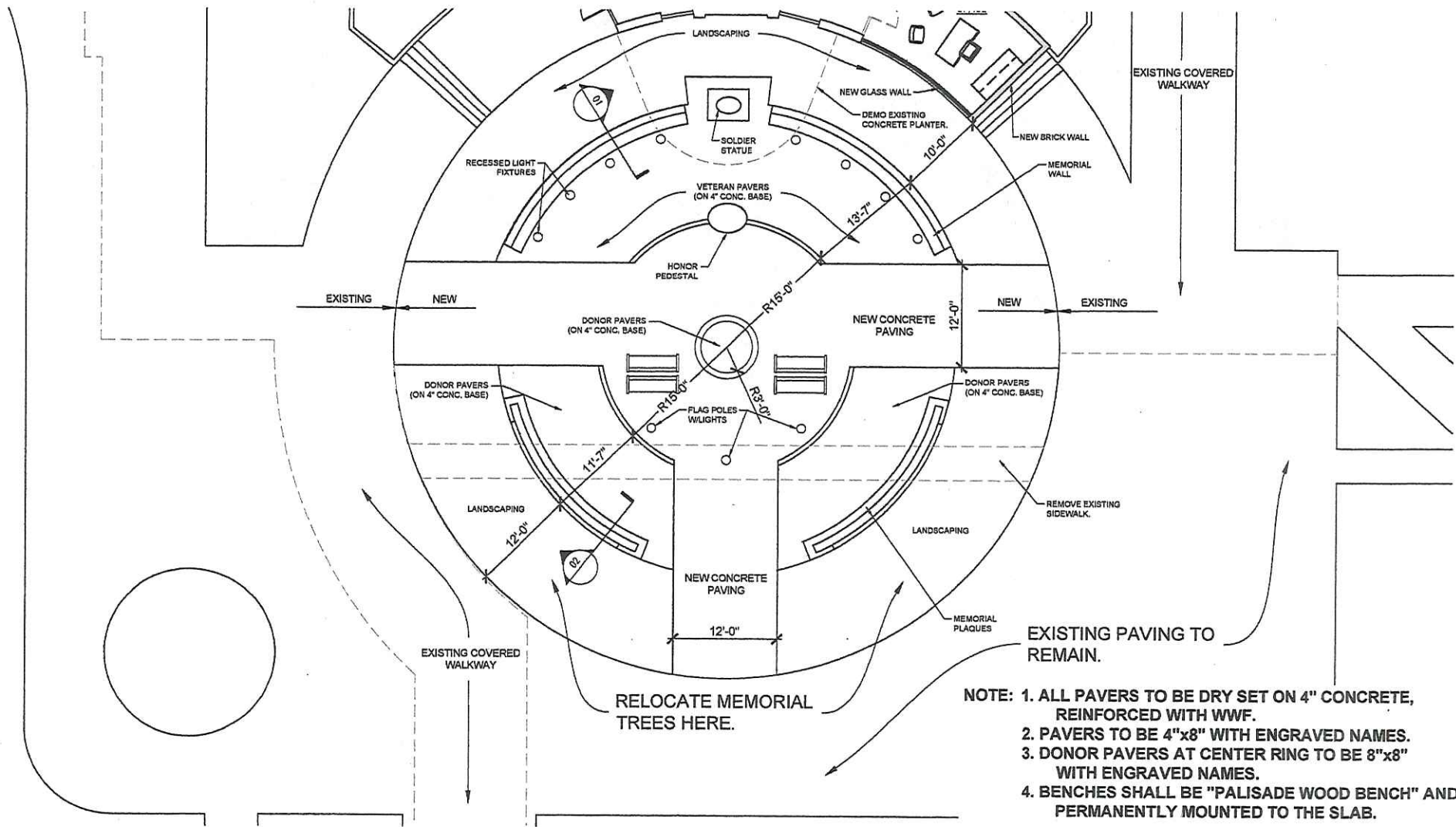


EXTERIOR VIEW- MCHS VIETNAM MEMORIAL  
AND HISTORY CENTER

MIDWEST CITY, OK

**callaway**  
architecture

1207 HAMPSHIRE LN, STE 105 RICHARDSON, TX-75080  
PHONE: 214-368.2525 PROJECT#14026 DATE:09.12.2016



\*NOTE: ALL DIMENSIONS TO BE VERIFIED BY SURVEY.

- NOTE: 1. ALL PAVERS TO BE DRY SET ON 4" CONCRETE, REINFORCED WITH WWF.  
 2. PAVERS TO BE 4"x8" WITH ENGRAVED NAMES.  
 3. DONOR PAVERS AT CENTER RING TO BE 8"x8" WITH ENGRAVED NAMES.  
 4. BENCHES SHALL BE "PALISADE WOOD BENCH" AND PERMANENTLY MOUNTED TO THE SLAB.



**MCHS VIETNAM MEMORIAL PLAZA**  
**MIDWEST CITY, OK**

SCALE: 3/32"=1'-0"

**callaway**  
 architecture  
 1207 HAMPSHIRE LN, ST#105, RICHARDSON, TX 75080  
 PHONE: 214.368.2525 PROJECT#14026 DATE:09.13.2016



August 9, 2016

# Memorandum of Understanding

*On Cooperation Between Mid-Del Schools and Vietnam Memorial Project Committee and Class of 1964 Museum Projects Committee and Midwest City High School Museum, Inc.*

This Memorandum of Understanding (MOU) is signed by Mid-Del Schools, Vietnam Memorial Project Committee, Class of 1964 Museum Projects Committee, and Midwest City High School Museum, Inc. This MOU comes into effect upon signing.

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### Section I: Cooperating Parties

1. **Mid-Del Schools** is responsible for the day-to-day work and is the single point of contact for structural changes or additions involving the land, buildings, and monuments of Midwest City High School (MCHS) in Midwest City, OK.
2. **Vietnam Memorial Project Committee** is the group of Midwest City High School alumni that is responsible for the design and funding of a new Midwest City High School Vietnam Memorial to be constructed in a prominent area of campus.

~~Mike Maddox~~, Class of 1964, Vietnam veteran, ~~co-chairman~~, McKinney, TX.

**Bob Osmond**, Class of 1964, ~~co~~-chairman, Midwest City.

Sutton, and museum curator Shirley Nicholson, "Class of 1964 Recognizing Curator, Proposing MCHS Museum Renewal Project," [http://classreport.org/usa/ok/midwest\\_city/mchs/1964/691775Museum3.pdf](http://classreport.org/usa/ok/midwest_city/mchs/1964/691775Museum3.pdf). Sessions taught journalism and social studies at MCHS from 1972-1975. Her father, Dick H. Winn, was head of the math department at MCHS from 1955-1972. She resides in Burneyville, OK.

4. **Midwest City High School Museum, Inc.**, Mike Bryan (Class of 1974), chair, is the non-profit corporation of alumni and friends, organized in 1998, to establish the Midwest City High School Museum for housing exhibits and history of Midwest City High School classes. The organization operates the museum in cooperation with Mid-Del Schools.

## Section II: Targets of Cooperation

Based on the principle of cooperation, the Parties are engaging in projects to construct a new **Vietnam Memorial** and to enhance the **Midwest City High School Museum**.

**One- The original Vietnam Casualty Memorial** will remain as is. That memorial consists of gold-colored concrete tiles, each about 12 inches square, listing the class year and the name, age, rank, military branch, and date killed in action of the 22 MCHS veterans who perished in Vietnam. Some tiles have more than one name. The tiles are inlaid at ground level in an open-air pavilion of memorial bricks and walkways northwest of the Midwest City High School Museum. The bricks were manufactured by the Mid-Del Technology Center on campus.

From the memorial headstone: "Fallen Bombers Who Gave Their Lives in Service To Their Country During the Vietnam Conflict:"

Class of 1953: Rex B. Freeman

Class of 1960: Allen P. Miller

Class of 1963: Donald L. Bernard

Class of 1964: Edward G. Baker; James L. Eatmon; John K. Johnson;  
James "Delton" Moffett

Class of 1965: Larry L. Riley; Lawrence S. Robbins; Sammy R. Smith

Class of 1966: Benjamin F. Bolding; Randall H. Burnsed; Stephen R. Costello;  
Stephen S. Donohue; Michael R. Finerty; James D. Guffey;  
Randall L. McElreath

Class of 1967: Jerry A. Kiser; Kenneth W. Skinner

Class of 1968: Ronald C. High; Albin L. Kendall; Jimmy D. Sanders

The Vietnam Casualty Memorial was built through the efforts and donations of school alumni, friends and family members of the deceased veterans. Jim Smith of Sherman, TX, a 1965 graduate, and Linda Stell Smith (no relation) of Norman, OK, a 1966 graduate, served on the original organizing committee and are members of this new Vietnam Memorial Project Committee.

1950, Jennie Maynard; 1951, Lois Batey; 1952, Bill Phillips; 1953, Shirley Nicholson;  
1954, Ken de Cordova; 1955, Gayle Cochran; 1956, Dewey Burk; 1957, Sue Bruce;  
1958, Barbara Saylor; 1959, Dona Harwell.

1960, Shirley Ferguson; 1961, George Cannon; 1962, Sue Harris; 1963, Dale & Claudia  
Fredericksen; 1964, Kay Hughes; 1965, Larry Tawwater; 1966, Jim Young; 1967, Becky  
Long; 1968, Lonnie Wilson; 1969, Rick Bachman-Patty Barker.

1970, Scott McClure; 1971, Jeanette Clemons; 1972, Celeste Scott; 1973, Ann Bain;  
1974, Terri Derrick; 1975, Kathy Reese; 1976 Tom Carpenter; 1977, Jamie Butler; 1978,  
Terry Suellentrop; 1979, Leigh Smith.

1980, Kemp Cole; 1981, Leslie Oliver; 1982, Bill Croak; 1983, Bonnie Boone Roach;  
1984, Don Johnson; 1985, John Croak; 1986, Randy Ison; 1987, Tom Henderson; 1988,  
Meredith Foster; 1989, Stephanie Weese.

1990, Rodney Foster; 1991, Gina Landers; 1992, Carrie Friesen; 1993, Amy Breeden  
Russell; . . . . . 1998, Jared Smith.

The complete records of Midwest City High School Museum, Inc. are on file at the  
museum.

## Section IV: Duties of Cooperating Parties

Mid-Del Schools and the other Parties will cooperate in the above named projects of enhancement for Midwest City High School. The cooperation between the Parties will include the following content:

### **1—Design and Construction**

Mid-Del Schools will:

1. Name a Mid-Del Schools representative as the primary contact for communication with Callaway Architecture, Vietnam Memorial Project Committee representative, and Class of 1964 Museum Projects Committee representative. All communication among the Parties shall be directed to and from the specified representatives. The representatives will communicate with the other members of their respective Parties as required.
2. Designate Callaway Architecture LLC as project architect for the duration of the projects. The arrangement shall be the standard form as approved by Mid-Del Schools. The arrangement will be on a pro bono basis, **with no expense to the District**, for schematic design and budgeting and the entire project. Callaway Architecture will provide professional liability and general liability insurance as required by Mid-Del Schools.
3. Approve all bidding and contract administration activities with Callaway Architecture, Vietnam Memorial Project Committee, and Class of 1964 Museum Projects Committee until all construction is complete for the Vietnam Memorial, Memorial Plaza, and MCHS Museum and History Center.
4. Cooperate with representatives of the Class of 1964 Museum Projects Committee and Vietnam Memorial Project Committee to schedule the dedication of the completed projects to MCHS and the community.

Class of 1964 Museum Projects Committee and Vietnam Memorial Project Committee will:

1. Provide a representative from each committee to be the primary contact with Mid-Del Schools. The committee representatives will coordinate all interactive activities and communication among Mid-Del Schools, Callaway Architecture, the Class of 1964 Museum Projects Committee and the Vietnam Memorial Project Committee. The committee representatives shall have authority to act on behalf of those they represent.
2. Conduct fundraising activities to provide all funds necessary for design and construction related to the Vietnam Memorial, Memorial Plaza, and the Midwest City High School Museum and History Center. Funds will be collected and deposited into accounts specifically designed for the projects and maintained by Class of 1964 Museum Projects Committee and Vietnam Memorial Project Committee.
3. Select and purchase all display cases, furniture, and fixtures required for the enhancement of the museum.
4. Provide an initial, stand alone, computer system, including server and workstations, digital monitors, and projection equipment for the enhanced museum, not to be accessed through the Mid-Del network.

## Section V: Preliminary Project Schedule

- |   |                    |
|---|--------------------|
| 1. Execute Memorandum of Understanding  | August 8, 2016     |
| 2. Complete Preliminary Design and Budget for Vietnam Memorial and MCHS Museum and History Center | September 12, 2016 |
| 3. Complete Fundraising   | March 6, 2017      |
| 4. Prepare Construction Documents and Issue for Bids  | May 8, 2017        |
| 5. Select contractor  | June 5, 2017       |
| 6. Complete Construction and Install Exhibits   | November 1, 2017   |
| 7. Dedication   | December 7, 2017   |

## Section VI: Commitment to Cooperating

1. The Parties are committed to cooperating and protecting the interests of the other Parties.
2. Matters not covered by the MOU will be addressed with a written agreement of the Parties' representatives, as a supplement to the MOU.
3. The MOU will be effective for one year with subsequent renewal not to exceed five years, during which it may be amended or extended with a written agreement among all Parties.

## Section VII: History of Cooperation Among the Parties

1. **The Vietnam Memorial Project Committee** formed during the 50th anniversary year of the MCHS Class of 1964 as preparations got underway for a Veterans Ceremony and Vietnam Memorial Wreath Laying on the Class of 1964 reunion day, May 3, 2014. There was extensive research on the veteran status of the 525 graduates, and the veterans were notified about the special ceremonies.

Maddox presided. He and Osmond read the names and branch of service of all 95 of the Class of 1964 military veterans, which includes two Air Force generals. The 20 Vietnam veterans were cited specifically. The 50 military veterans who were present stood before their seated classmates in front of the Vietnam Casualty Memorial. Lee Williams and Steve England, Vietnam veterans, placed the wreath, as the names of all 22 Midwest City High School students who died in Vietnam – four from the Class of 1964 -- were read. Guest speaker was Steve Coleman, member of the Midwest City High School Wall of Fame, past president of the Mid-Del Public Schools Foundation, and currently chairman of the Board of Directors for Oklahoma Honor Flights. The Midwest City High School JROTC OK91 formed the Honor Guard and presented the colors. Tom Wilder, Vietnam veteran, led the pledge of allegiance. The Del City Alumni Band played the national anthem and its trumpeter, Dennis Jamison, played taps.

In the printed program, the Class of 1964 announced it would lead an effort to create a Vietnam Memorial in a more prominent location elsewhere on campus that could better honor the memory of the fallen classmates and the other former students who had served in Vietnam.

AND DURING

Reconnection 2020. Dr. Alexandria Rose Miller of Warner continues as chair of the 14-person Steering Committee.

The Class of 1964 Museum Projects Committee also established a working relationship with Midwest City High School Museum, Inc. president Rick Bachman.

The Class of 1964 Museum Projects Committee contributed \$25,000 in in-kind professional services in 2013-2014 related to planning and development of Reconnection 2020. Reynolds and Nicholson examined preliminary design drawings and project plans on April 24, 2014. Reynolds arranged a joint meeting on May 2, 2014 with the Mid-Del operations staff to discuss the school system's procedure for approving structural changes to the museum space. As requested, the committee then developed a written portfolio of specific Reconnection 2020 steps. They met again with that department and Mid-Del superintendent and new MCHS principal, Dr. Broiles, on November 24, 2014, along with representatives of the Vietnam Memorial Project Committee, to establish areas of cooperation to form the basis for a Memorandum of Understanding.



NEW BUSINESS/  
PUBLIC DISCUSSION

