



# MIDWEST CITY

## MEETING AGENDAS FOR

### February 26, 2019

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NEW NOTICE: The Council has eliminated the Staff Briefings this year and will go directly into the City meetings down in the Council Chambers of City Hall at 6:00 PM. The Council will informally gather at or after 5:00 PM regular meeting in the second floor conference room for dinner; however, no City Council business will be discussed or acted upon and the room will be open to the public. Meals will only be provided to the City Council and staff.



The 6:00 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>.



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.



## CITY OF MIDWEST CITY COUNCIL AGENDA

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

February 26, 2019 – 6:00 PM

- A. CALL TO ORDER.
- B. OPENING BUSINESS.
- Invocation by PWA Director Vaughn Sullivan
  - Pledge of Allegiance by MWC High School Jr. ROTC Cadets
  - Community-related announcements and comments
  - Oklahoma Municipal League's (OML) 25-Year Awards presented by OML District 8 Board Director and El Reno Mayor Matt White:
    - Gaylord Pernell - Sludge Supervisor at the Water Resource Recovery Facility
    - Jerry White - Plumbing, Gas, and Mechanic Board Member
- 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 regular meeting of February 12, 2019, as submitted. (City Clerk - S. Hancock)
  2. Discussion and consideration of accepting the City Manager's Report for the month of January 2019. (Finance - C. Barron)
  3. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2018-2019, increase: General Gov't Sales Tax Fund, revenue/Transfers In (05) \$50,000; expenses/Community Development (05) 150,000; revenue/Miscellaneous (09) \$1,324; expenses/Street (09) \$1,324. Park & Recreation Fund, revenue/Miscellaneous (06) \$30,517; expenses/Park & Rec (06) \$37,479. (Finance - C. Barron)
  4. Discussion and consideration of accepting maintenance bonds from Commercial Construction Services LLC in the amount of \$900.00. (Community Development - P. Menefee)
  5. Discussion and consideration of awarding the bid to and entering into a contract with CK Utility Construction in the amount of \$414,514.00 for the N.E. 23rd Street water line extension project from the Soldier Creek Industrial Park east to Spencer Road.
  6. Discussion and consideration of awarding the bid to and entering into a contract with Streets Mechanical LLC. in the amount of \$87, 623 for the replacement of the chiller supplying City Hall and the Police Department.

7. Discussion and consideration of accepting a dedication of Permanent Easement from Country Estates Baptist Church for a waterline project at and across 1000 South Midwest Blvd. The easement is located within the corporate limits of the City of Midwest City, located in the Southwest Quarter of Section Two (2), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development – P. Menefee)
8. Discussion and consideration of accepting a Utility Easement grant, from Georgia Lou Carson Trustee of the Haney Family Trust, across a certain tract of land within the corporate boundaries of Midwest City described as Block 1 of Dickinson Heights Addition, located in the Northwest Quarter (NW/4) of Section Twenty Six (26), Township Twelve (12) North, Range Two (2) West, of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - P. Menefee)
9. Discussion and consideration of approving and entering into the National Museum of the United States Air Force Static Display Program 2019 Loan Agreement, SDA0241 with the United States of America, represented by the National Museum of the United States Air Force, for the T-38A 61-0817 aircraft on static display in Bicentennial Park for the period from April 1, 2019 through March 31, 2020. (Public Works - V. Sullivan)
10. Discussion and consideration of approving and entering into the FY 2019-2020 Service Contract (contract is from March 1, 2019 through February 28, 2020) with the Midwest City Branch YMCA for services at Reed Baseball Complex and Civic Baseball Complex.
11. Discussion and consideration of appointing Ms. Kim Templman for a full three-year term ending March 22, 2022 on the Midwest City Park and Recreation Board. (Public Works - V. Sullivan)
12. Discussion and consideration of declaring as surplus the items of found property and seized non-drug evidence on the attached list, and authorizing their disposal through sealed bid or public auction, or destruction in the case of items posing a threat to the general safety of the general public. (Police - B. Clabes)

D. DISCUSSION ITEMS.

1. Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 18, Garbage and Refuse, by amending Article I, in General Section 18-8 Bulk Waste Collection; Article II, Municipal Collection and Disposal Service, Section 18-22(c), City to Furnish Service, Section 18-25(b) and 18-25(f), Container Required, Duty to Use; Section 18-27(a), Residential Service Fees; Special Provisions for Mobile Home Parks; Section 18-28, Business and Commercial Service Fees; Section 18-31, Special Charge for Restoration of Service to Commercial Establishments; and Providing for Repealer and Severability. (Public Works - R. Paul Streets)







CONSENT AGENDA



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

### **Midwest City Council Minutes**

February 12, 2019 – 6:00 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.

Acting Mayor Pat Byrne called the meeting to order at 6:05 PM with the following members present: Councilmembers Susan Eads, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore with City Clerk Sara Hancock, City Attorney Heather Poole, and City Manager Guy Henson. Absent: Mayor Matt Dukes.

**OPENING BUSINESS.** Public Works Director Vaughn Sullivan opened with the invocation, followed by the Pledge of Allegiance led by Carl Albert Jr. ROTC Cadets Mercedes Hirsch and Curtis Eckart. Council and Staff made community-related announcements.

#### **CONSENT AGENDA.**

Allen made a motion to approve the consent agenda, as submitted, seconded by Reed. Voting aye: Eads, Bowen, Reed, Allen, Moore and Acting Mayor Byrne. Nay: none. Absent: Mayor Dukes. Motion carried.

1. Discussion and consideration of approving the minutes of the regular meeting of January 22, 2019, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2018-2019, increase: Park & Recreation Fund, revenue/Miscellaneous (6) \$22,089; expenses/Park & Rec (06) \$22,089. General Gov't Sales Tax Fund, expenses/ General Gov't (14) \$28,934.
3. Discussion and consideration of approving and entering into a contract with RSM US, LLP to perform a compilation of the 2018 SA&I Form 2643.
4. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055180751 from the State Department of Environmental Quality for the 10225 East Reno Avenue Sewer Line Connection, Midwest City, Oklahoma.
5. Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055180734 from the State Department of Environmental Quality for the S.E. 29th Street Water Line Extension Project (Oak Avenue to Post Road), Midwest City, Oklahoma.
6. Discussion and consideration of approving the following sidewalk projects for potential construction in calendar year 2019 and utilizing the Sidewalk Fee and Sidewalk/Trails Fee Funds.

Consent Agenda continued.

7. Discussion and consideration of entering into a project agreement for Federal-aid Project Number STP-155E(919)EH, State Job Number 28817(04), with the Oklahoma Department of Transportation to receive federal funds in the amount of \$600,000.00 to construct the Midwest City Mid-America Park Trail.
8. Discussion and consideration of entering into a project agreement for Federal-aid Project Number STP-255B(461)AG, State Job Number 31548(04) with the Oklahoma Department of Transportation to receive federal funds in the amount of \$2,984,000.00 to construct the Midwest City Reconstruction of SE 29th Street from Midwest Boulevard to Douglas Boulevard including the SE 29th Street Midwest Boulevard intersection, but not the Douglas Boulevard SE 29th Street intersection.
9. Discussion and consideration of entering into a project agreement for Federal-aid Project Number NHPP-255N(496) AG, State Job Number 31546(04), with the Oklahoma Department of Transportation to receive federal funds in the amount of \$1,760,000.00 to mill, resurface, and reconstruct the sidewalk on Douglas Boulevard from SE 4th Street to NE 10th Street.
10. Discussion and consideration of entering into a project agreement for Federal-aid Project Number STPG-255F(482)AG, State Job Number 33739(04), with the Oklahoma Department of Transportation to receive federal funds in the amount of \$466,000.00 to construct the Midwest City Signals to be installed at the following two intersections: Douglas Boulevard and Orchard Boulevard and Air Depot at the Rail with Trail crossing.
11. Discussion and consideration of declaring ninety-seven (97) firearms of various calibers as surplus and authorizing their disposal by trade-in toward future purchases with GT Distributors, Austin, Texas for a trade-in amount of \$7,010.00.
12. 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. **Consider the award of the sale of General Obligation Bonds of the City of Midwest City, Oklahoma, in the amount of Twenty Million and no/100s dollars (\$20,000,000.00) to the lowest bidder.**

Greg Nieto with Baker Group and Staff addressed Council. Reed made a motion to award the sale to Bank of Oklahoma Financial Securities, Inc., seconded by Allen. Roll call vote: Aye: Eads, Bowen, Reed, Allen, Moore and Acting Mayor Byrne. Nay: none. Absent: Mayor Dukes. Motion carried.

Discussion Items continued.

2. **Consider and adopt an Ordinance 3359 providing for the issuance of General Obligation Bonds in the sum of twenty million and no/100s dollars (\$20,000,000.00) by the City of Midwest City, Oklahoma authorized at an election duly called and held for such purpose; prescribing form of bonds; providing for registration thereof; providing for a system of registration for uncertificated registered public obligations; providing levy of an annual tax for payment of principal and interest on the same; fixing other details of the issue; and declaring an emergency.**

Staff addressed Council. Reed made a motion to adopt Ordinance 3359, as submitted, seconded by Allen. Roll call vote: Aye: Eads, Bowen, Reed, Allen, Moore and Acting Mayor Byrne. Nay: none. Absent: Mayor Dukes. Motion carried.

Allen made a motion to declare Ordinance 3359 an emergency, seconded by Reed. Roll call vote: Aye: Eads, Bowen, Reed, Allen, Moore and Acting Mayor Byrne. Nay: none. Absent: Mayor Dukes. Motion carried.

3. **Consider and vote to approve Resolution 2019-04 relating to the incurring of indebtedness by the Trustees of the Midwest City Municipal Authority; waiving competitive bidding; approving a sales tax agreement; and containing other provisions relating thereto.** Greg Nieto addressed the Council. Reed made a motion to approve Resolution 2019-04, as submitted, seconded by Allen. Roll call vote: Aye: Eads, Bowen, Reed, Allen, Moore and Acting Mayor Byrne. Nay: none. Absent: Mayor Dukes. Motion carried.
4. **Discussion and consideration of accepting the Oklahoma Spartans Youth Organization (OSYO) FY 2017-18 revised financial statement.** No action was taken.
5. **Discussion and consideration of the approval of the Collective Bargaining Agreement between the City of Midwest City and the International Association of Firefighters Local (IAFF) #2066 as negotiated to be effective from July 1, 2018 to June 30, 2020.** Staff and Council had discussion. Eads made a motion to approve the Collective Bargaining Agreement, as submitted, seconded by Bowen. Voting aye: Eads, Bowen, Reed, Allen, Moore and Acting Mayor Byrne. Nay: none. Absent: Mayor Dukes. Motion carried.

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

At 6:33 PM, Allen made a motion to recess, seconded by Bowen. Voting aye: Eads, Bowen, Reed, Allen, Moore and Acting Mayor Byrne. Nay: none. Absent: Mayor Dukes. Motion carried.

The Council reconvened at 7:14 PM with a motion by Eads, seconded by Moore. Voting aye: Eads, Bowen, Reed, Allen, Moore and Acting Mayor Byrne. Nay: none. Absent: Mayor Dukes. Motion carried.

At 7:14 PM, Eads made a motion to enter into executive session, seconded by Allen. Voting aye: Eads, Bowen, Reed, Allen, Moore and Acting Mayor Byrne. Nay: none. Absent: Mayor Dukes. Motion carried.

EXECUTIVE SESSION.

1. **Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Robert Toney, et al., v. City of Midwest City, Case No. CJ-2015-3307, and (2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.**

At 7:57 PM, Reed made a motion to return to open session, seconded by Allen. Voting aye: Eads, Bowen, Reed, Allen, Moore and Acting Mayor Byrne. Nay: none. Absent: Mayor Dukes. Motion carried. No action needed.

FURTHER INFORMATION.

1. Minutes of the January 22, 2019 Sidewalk Committee Meeting.
2. Discussion and consideration of passing an ordinance amending the Midwest City Code, Chapter 28, Offenses – Miscellaneous, Article IV, Offenses Against Property, Section 28-57.1, False checks, to include violations less than \$1,000 in the definition of a misdemeanor; and providing for repealer and severability.
3. Discussion and consideration of passing an ordinance amending the Midwest City Code, Chapter 24, Motor Vehicles, Article II, Administration and Enforcement, Division 2, Vehicle Impoundment, Section 24-44, Authorized, to permit the Police Department to tow a vehicle when the license plate has been altered or the officer has probable cause to believe the vehicle is not insured; and providing for repealer and severability.
4. Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 18, Garbage and Refuse, by amending Article I, in General Section 18-8 Bulk Waste Collection; Article II, Municipal Collection and Disposal Service, Section 18-22(c), City to Furnish Service, Section 18-25(b) and 18-25(f), Container Required, Duty to Use; Section 18-27(a), Residential Service Fees; Special Provisions for Mobile Home Parks; Section 18-28, Business and Commercial Service Fees; Section 18-31, Special Charge for Restoration of Service to Commercial Establishments; and providing for repealer and severability.

ADJOURNMENT. There being no further business, Vice Mayor Byrne adjourned the meeting at 7:57 PM.

ATTEST:

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PAT BYRNE, Acting Mayor

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SARA HANCOCK, City Clerk



# The City of MIDWEST CITY

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100 N. MIDWEST BLVD \* MIDWEST CITY, OKLAHOMA 73110  
(405) 739-1245 \* FAX (405) 739-1247 \* TDD (405) 739-1359

## Memorandum

TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: February 26, 2019

Subject: Discussion and consideration of accepting the City Manager's Report for the month of January, 2019.

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

**Capital Improvements (157)** decreased because of the payment to Cimarron Construction Company, LLC for:

I-40/Sooner overpass relocation <\$274,273>

**Water (191)** decreased due to the quarterly payment to:

Central Oklahoma Master Conservancy <\$248,900>

**Hotel/Conference Center (195)** had an operational loss of \$149,650 in January.

**Golf (197)** had an operational loss of \$50,236 in January.

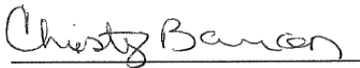
**L&H Benefits (240)** decreased by \$140,018 because January had five weekly payments due to the holiday.

**MWC Hospital Authority (425)** activities for January:

Compounded Principal (9010) – unrealized gain on investment \$4,804,123

Discretionary (9050) – unrealized gain on investment \$989,079

This item is at Council's discretion.



Christy Barron  
Finance Director

City of Midwest City  
Financial Summary by Fund  
for Period Ending January, 2019  
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-18 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
9	GENERAL GOVERNMENT SALES TAX	2,746,208	-	2,364,357	1,449,348	(1,067,497)	381,851	2,746,208
10	GENERAL	5,626,457	(140,291)	4,924,165	22,188,019	(21,626,018)	562,002	5,486,166
11	CAPITAL OUTLAY RESERVE	937,358	-	924,939	12,419	-	12,419	937,358
13	STREET AND ALLEY FUND	1,506,803	-	1,237,093	328,318	(58,608)	269,710	1,506,803
14	TECHNOLOGY FUND	184,023	-	263,115	221,746	(300,838)	(79,092)	184,023
15	STREET LIGHT FEE	1,422,437	-	1,103,255	352,174	(32,991)	319,182	1,422,437
16	REIMBURSED PROJECTS	648,831	(184,121)	580,104	86,460	(201,855)	(115,395)	464,710
17	29TH & DOUGLAS PROPERTY	5,500,250	-	5,500,144	106	-	106	5,500,250
20	MWC POLICE DEPARTMENT	3,026,130	(270)	2,477,841	9,194,353	(8,646,333)	548,020	3,025,861
21	POLICE CAPITALIZATION	862,961	-	411,574	744,227	(292,840)	451,387	862,961
25	JUVENILE FUND	40,822	-	55,803	33,591	(48,573)	(14,982)	40,822
30	POLICE STATE SEIZURES	73,675	-	65,811	8,615	(750)	7,865	73,675
31	SPECIAL POLICE PROJECTS	78,846	-	78,654	7,159	(6,968)	192	78,846
33	POLICE FEDERAL PROJECTS	64,473	-	66,543	512	(2,582)	(2,070)	64,473
34	POLICE LAB FEE FUND	18,648	-	16,064	8,385	(5,801)	2,584	18,648
35	EMPLOYEE ACTIVITY FUND	19,633	-	20,717	8,841	(9,925)	(1,084)	19,633
36	JAIL	143,770	-	120,161	61,623	(38,014)	23,609	143,770
37	POLICE IMPOUND FEE	187,919	-	208,443	39,996	(60,520)	(20,524)	187,919
40	MWC FIRE DEPARTMENT	2,617,161	(4)	1,530,845	7,153,322	(6,067,010)	1,086,312	2,617,157
41	FIRE CAPITALIZATION	744,069	-	615,372	351,790	(223,093)	128,697	744,069
45	MWC WELCOME CENTER	357,017	(84)	345,044	122,634	(110,745)	11,889	356,933
46	CONV / VISITORS BUREAU	186,248	-	170,847	196,767	(181,366)	15,401	186,248
50	DRAINAGE TAX FUND	8,939	-	14,670	576	(6,307)	(5,731)	8,939
60	CAPITAL DRAINAGE IMP	530,524	-	484,549	271,733	(225,758)	45,975	530,524
61	STORM WATER QUALITY	1,098,302	-	1,022,326	451,985	(376,008)	75,977	1,098,302
65	STREET TAX FUND	1,520,044	-	1,294,577	280,946	(55,479)	225,467	1,520,044
70	EMERGENCY OPER FUND	685,293	-	666,108	323,672	(304,488)	19,184	685,293
75	PUBLIC WORKS ADMIN	375,587	-	323,195	587,241	(534,849)	52,392	375,587
80	INTERSERVICE FUND	405,063	-	324,335	1,426,134	(1,345,406)	80,728	405,063
81	SURPLUS PROPERTY	374,103	(291,935)	75,599	31,234	(24,665)	6,569	82,168
115	ACTIVITY FUND	353,044	(184)	361,252	99,805	(108,196)	(8,391)	352,861
123	PARK & RECREATION	645,235	(200)	560,631	362,298	(277,895)	84,403	645,035
141	COMM. DEV. BLOCK GRANT	6,047	(10)	6,029	331,917	(331,908)	9	6,037
142	GRANTS/HOUSING ACTIVITIES	164,425	(4,833)	154,840	119,706	(114,955)	4,751	159,591
143	GRANT FUNDS	107,671	(47,671)	60,000	75,219	(75,219)	-	60,000



City of Midwest City  
Financial Summary by Fund  
for Period Ending January, 2019  
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-18 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance
157	CAPITAL IMPROVEMENTS	2,677,779	(12,766)	2,533,542	442,859	(311,388)	131,471	2,665,013
172	CAP. WATER IMP-WALKER	984,953	(3,578)	775,403	279,033	(73,060)	205,973	981,376
178	CONST LOAN PAYMENT REV	3,027,695	-	2,640,106	446,431	(58,842)	387,589	3,027,695
184	SEWER BACKUP FUND	81,658	-	80,576	1,082	-	1,082	81,658
186	SEWER CONSTRUCTION	3,835,608	(175,000)	3,396,171	886,479	(622,042)	264,436	3,660,608
187	UTILITY SERVICES	498,652	(924)	430,911	681,143	(614,325)	66,818	497,729
188	CAP. SEWER IMP.-STROTH	526,807	(1,945)	387,633	246,269	(109,040)	137,229	524,862
189	UTILITIES CAPITAL OUTLAY	2,776,453	(65,612)	2,212,408	596,409	(97,976)	498,433	2,710,841
190	MWC SANITATION DEPARTMENT	2,307,694	-	2,532,079	3,627,372	(3,851,757)	(224,385)	2,307,694
191	MWC WATER DEPARTMENT	2,190,586	-	1,964,796	3,786,073	(3,560,282)	225,791	2,190,586
192	MWC SEWER DEPARTMENT	1,085,792	(50)	1,059,189	3,213,301	(3,186,747)	26,553	1,085,742
193	MWC UTILITIES AUTHORITY	928,722	-	916,418	12,304	-	12,304	928,722
194	DOWNTOWN REDEVELOPMENT	2,708,564	(2,075)	2,937,767	64,245	(295,523)	(231,277)	2,706,489
195	HOTEL/CONFERENCE CENTER	481,311	(482,761)	130,617	2,671,879	(2,803,947)	(132,068)	(1,451)
196	HOTEL 4% FF&E	795,731	-	820,955	106,875	(132,099)	(25,224)	795,731
197	JOHN CONRAD REGIONAL GOLF	18,614	(1,102)	121,184	482,422	(586,093)	(103,671)	17,513
201	URBAN RENEWAL AUTHORITY	52,631	-	57,066	719	(5,153)	(4,434)	52,631
202	RISK MANAGEMENT	1,375,071	(37)	1,718,668	533,368	(877,002)	(343,634)	1,375,035
204	WORKERS COMP	2,746,526	-	2,563,722	633,843	(451,040)	182,804	2,746,526
220	ANIMALS BEST FRIEND	75,496	-	73,944	18,906	(17,355)	1,552	75,496
225	HOTEL MOTEL FUND	-	-	-	346,885	(346,885)	-	-
230	CUSTOMER DEPOSITS	1,453,770	(1,453,770)	-	19,535	(19,535)	-	-
235	MUNICIPAL COURT	47,521	(47,521)	-	634	(634)	-	-
240	L & H BENEFITS	1,876,935	(17,918)	2,215,453	4,703,821	(5,060,257)	(356,436)	1,859,017
250	CAPITAL IMP REV BOND	5,722,244	(51,938,123)	(49,026,543)	8,803,615	(5,992,951)	2,810,664	(46,215,879)
269	2002 G.O. STREET BOND	463,080	-	458,027	6,144	(1,091)	5,053	463,080
270	2018 ELECTION G.O. BOND	305,556	(305,000)	-	556	-	556	556
310	DISASTER RELIEF	1,238,632	(165,280)	1,157,477	161,889	(246,013)	(84,124)	1,073,353
340	REVENUE BOND SINKING FUND	-	-	-	3,370,685	(3,370,685)	-	-
350	G. O. DEBT SERVICES	374,323	-	124,438	271,611	(21,726)	249,885	374,323
352	SOONER ROSE TIF	7,381,966	-	8,318,025	109,528	(1,045,586)	(936,058)	7,381,966
353	ECONOMIC DEV AUTHORITY	50,219,178	(49,231,192)	349,514	806,022	(167,550)	638,472	987,986
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	89,625,043	(8,018,584)	82,962,227	463,807	(1,819,575)	(1,355,768)	81,606,459
425-9020	MWC HOSP AUTH-LOAN RESERVE	3,011,598	(511,598)	2,500,000	35,117	(35,117)	-	2,500,000
425-9050	MWC HOSP AUTH-DISCRETIONARY	12,457,204	(13,503)	10,958,390	1,958,766	(473,456)	1,485,310	12,443,700
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	6,913,630	(154,711)	5,783,307	2,340,916	(1,365,302)	975,614	6,758,921
	TOTAL	243,535,040	(113,272,651)	121,582,471	89,063,418	(80,383,498)	8,679,920	130,262,391



# The City of MIDWEST CITY

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100 N. MIDWEST BLVD \* MIDWEST CITY, OKLAHOMA 73110  
(405) 739-1245 \* FAX (405) 739-1247 \* TDD (405) 739-1359

## Memorandum

TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: February 26, 2019

Subject: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2018-2019, increase: General Gov't Sales Tax Fund, revenue/Transfers In (05) \$50,000; expenses/Community Development (05) 150,000; revenue/Miscellaneous (09) \$1,324; expenses/Street (09) \$1,324. Park & Recreation Fund, revenue/Miscellaneous (06) \$30,517; expenses/Park & Rec (06) \$37,479.

The first supplement is needed to reclass expense for first payment of ESRI licenses agreement to capital outlay and appropriate \$100,000 for years two and three of agreement. The second supplement is needed to budget payment from Tinker Federal Credit Union for sponsorship of aviator reception/air show. The third supplement is needed to budget insurance recovery and related expense for damaged signal light base at SE 29<sup>th</sup> and Mid-America Blvd. The fourth supplement is needed to budget replacement of damaged skate park equipment to be funded partially by insurance recovery.

Christy Barron  
Finance Director

**SUPPLEMENTS**  
**February 26, 2019**

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
05	Transfers In	50,000			
05	Community Development			150,000	
		50,000	0	150,000	0

**Explanation:**  
To reclass expense for first payment of 3-year ESRI licenses agreement to capital outlay and appropriate \$100,000 for years two and three of agreement. Funding to come from transfer in from General Fund (\$50,000) and fund balance (\$100,000)

Fund PARK & RECREATION (123)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06	Miscellaneous	25,000			
06	Park & Rec			25,000	
		25,000	0	25,000	0

**Explanation:**  
To budget payment from Tinker Federal Credit Union for sponsorship of aviator reception/air show.

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
09	Miscellaneous	1,324			
09	Street			1,324	
		1,324	0	1,324	0

**Explanation:**  
To budget insurance recovery and related expense for damaged signal light base at SE 29th and Mid-America Blvd.

Fund PARK & RECREATION (123)		BUDGET AMENDMENT FORM Fiscal Year 2018-2019			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
06	Miscellaneous	5,517			
06	Park & Rec			12,479	
		5,517	0	12,479	0

**Explanation:**  
To budget replacement of damaged Lion's Skate Park equipment: \$5,517 from insurance recovery and remainder from fund balance.



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  
, Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Brakefield, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

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TO : Honorable Mayor and City Council

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

DATE : February 26th, 2019

SUBJECT : Discussion and consideration of accepting maintenance bonds from Commercial Construction Services LLC in the amount of \$900.00.

The one year maintenance bonds from Commercial Construction Services LLC are for the water line improvements installed in conjunction with the new The Wedge restaurant located at 2320 South Air Depot Boulevard.

Staff recommends acceptance as this is consistent with past policy

Patrick Menefee, P.E.  
City Engineer

Attachments

**DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS**

**MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS that we, Commercial Construction Services, LLC, as Principal, and National American Insurance Company, Chandler, OK, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of Nine Hundred Dollars dollars (\$ 900.00\*\*\*\* ), such sum being not less than ten percent (10%) of the total contract price to construct or install Hydrant via road bore at 2320 S Air Depot, Midwest City, OK (the "Improvement"), for a period of one years after acceptance of the Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Williams Automatic Sprinkler, dated the 26th day of February, 20 18, agreed to construct or install the Improvement in the city of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

NOW, THEREFORE, if the Principal, during the Maintenance Period, shall maintain the Improvement against any failures due to defective materials or workmanship, then this obligation shall be void; otherwise it shall remain in full force and effect.

It is further agreed that if the Principal or the Surety shall fail to maintain the Improvement against any failures due to defective materials or workmanship for the Maintenance Period, and at any time repairs shall be necessary, that the cost of making the repairs shall be determined by the City Council of the City of Midwest City, or some person or persons designated by them to ascertain the cost of making the repairs. If, upon thirty (30) days notice, the Principal or the Surety do not make the repairs or pay the amount necessary to make the repairs, the amount necessary to make the repairs shall be due upon the expiration of thirty (30) days, and suit may be instituted to obtain the amount necessary to make the repairs and shall be conclusive upon the parties as to the amount due on this bond to make the repairs, and that the cost of all repairs shall be so determined from time to time during the Maintenance Period, as the condition of the Improvement may require.

Signed, sealed and delivered this 05 day of June, 20 18.

Commercial Construction Services, LLC  
Principal

ATTEST:  
Kristie Thompson  
Secretary

By [Signature]

National American Insurance Company  
Surety

ATTEST:  
Kristie Thompson  
Secretary Kristie Thompson

By Vicky Courtney  
Vicky Courtney, Attorney in Fact

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

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

ACCEPTED by the City Council of the City of Midwest City this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Mayor

NATIONAL AMERICAN INSURANCE COMPANY  
CHANDLER, OKLAHOMA  
POWER OF ATTORNEY

Number: CBB0050256

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

Arthur A. Ricketts, Kim Kingery, Vicky Courtney

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



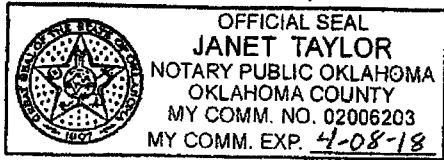
NATIONAL AMERICAN INSURANCE COMPANY

*W. Brent LaGere*

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA )  
COUNTY OF LINCOLN ) SS:

On this 26<sup>th</sup> day of September, A.D. 2017, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



*Janet Taylor*

Notary Public  
My Commission Expires April 8, 2018  
Commission #02006203

STATE OF OKLAHOMA )  
COUNTY OF LINCOLN ) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 05 day of June 2018



*R. Patrick Gilmore*

R. Patrick Gilmore, Secretary



**BOND RIDER**

To be attached to and form a part of Bond No. CBB0050256, Dated June 05, 2018

Commercial Construction Services LLC, as Principal and  
National American Insurance Company as Surety, in favor of  
City of Midwest City, Oklahoma as Obligee.

Effective October 29, 2018 it is understood and agreed that the bond is changed or revised in the particulars as indicated below:

Project description is hereby amended to read:

4" Fire Line and Road Cut at 2320 S Air Depot, Midwest City, Oklahoma

Said Bond shall be subject to all its terms, conditions, and limitations, except as herein expressly modified.

IN WITNESS WHEREOF, NATIONAL AMERICAN INSURANCE COMPANY has caused its corporate seal to be hereunto affixed this 29 day of October, 20 18.

(SEAL)

NATIONAL AMERICAN INSURANCE COMPANY

BY: *Vicky Courtney*

Vicky Courtney

Attorney-in-Fact



NATIONAL AMERICAN INSURANCE COMPANY  
CHANDLER, OKLAHOMA  
POWER OF ATTORNEY

Number: CBB0050261

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

Arthur A. Ricketts, Kim Kingery, Vicky Courtney

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$4,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



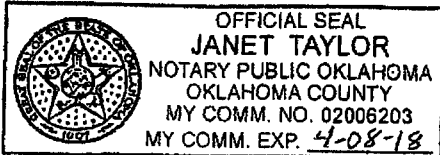
NATIONAL AMERICAN INSURANCE COMPANY

*W. Brent LaGere*

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA )  
COUNTY OF LINCOLN ) SS:

On this 26<sup>th</sup> day of September, A.D. 2017, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



*Janet Taylor*

Notary Public  
My Commission Expires April 8, 2018  
Commission #02006203

STATE OF OKLAHOMA )  
COUNTY OF LINCOLN ) SS:

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.

Dated the 29<sup>th</sup> day of OCTOBER, 2018



*R. Patrick Gilmore*

R. Patrick Gilmore, Secretary

**OWNER'S AFFIDAVIT OF ACCEPTANCE & CONTRACTOR'S LIEN WAIVER**

PROJECT NAME: The Wedge

PROJECT LOCATION: 2320 S. Air Depot Ave. Midwest City, OK

TYPE OF CONSTRUCTION: Commercial Building, Fire Hydrant Installation

**OWNER'S AFFIDAVIT OF ACCEPTANCE**

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$ 9,000.00 less the City of Midwest City, Engineering Division Inspection Fees.

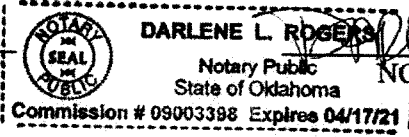
By Jim McCoy  
OWNER

Date: 10-15-18

STATE OF Oklahoma  
COUNTY OF Oklahoma )ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 15th day of October, 2018, personally appeared Jim McCoy, to me known to be the identical person(s) 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 herein set forth.

My Commission expires: 04/17/21

 Darlene L. Rogers  
Notary Public  
State of Oklahoma  
NOTARY PUBLIC

**CONTRACTOR'S LIEN WAIVER**

This is to certify that all expenditures for labor and material for the construction of the above project has been paid. We, the undersigned, do here by waive and release all of our rights, claims and lien rights against this installation and improvements so constructed.

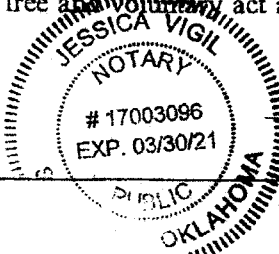
By Trevor Rogers  
CONTRACTOR

Date: 10/15/18

STATE OF OKLAHOMA  
COUNTY OF LOGAN )ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 15 day of OCTOBER, 2018, personally appeared TREVOR ROGERS, to me known to be the identical person(s) 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 herein set forth.

My Commission expires: 03/31/21

 Jessica Vigil  
NOTARY PUBLIC



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

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

ENGINEERING DIVISION  
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CURRENT PLANNING DIVISION  
Kellie Gilles, Manager  
COMPREHENSIVE PLANNING  
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Christine Brakefield, Building Official  
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Greg Hakman, GIS Coordinator

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To: Honorable Mayor and Council

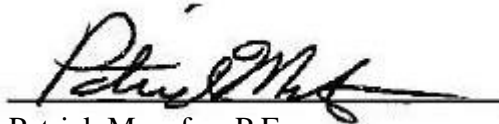
From: Patrick Menefee, P.E., City Engineer

Date: February 26th, 2019

Subject: Discussion and consideration of awarding the bid to and entering into a contract with CK Utility Construction in the amount of \$414,514.00 for the N.E. 23rd Street water line extension project from the Soldier Creek Industrial Park east to Spencer Road.

Bids were received on February 12th, 2019 for the above referenced project. Staff recommends award of the bid to CK Utility Construction which submitted the lowest and best bid meeting specifications in the amount of \$414,514.00. Attached are the bid tabulations for the six bids received for the project, plus the engineer's estimate. The funds for this project are in the capital outlay budget under the description, NE 23rd Water Line Extension.

Staff recommends awarding the bid to CK Utility Construction.



Patrick Menefee, P.E.  
City Engineer

Attachments

**Bid Tab - NE 23rd, SCIP to Spencer, Midwest City OK**

Description	Unit	QTY	Engineer's Estimate		CK Utility Construction		Patriot Construction		SW Water Works		Cimarron Construction		Young Contracting		SMC Utility	
			Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price
1 6" AWWA C900 WL	LF	45	\$ 35.00	\$ 1,575.00	\$ 46.00	\$ 2,070.00	\$ 40.00	\$ 1,800.00	\$ 12.00	\$ 540.00	\$ 50.00	\$ 2,250.00	\$ 34.00	\$ 1,530.00	\$ 30.00	\$ 1,350.00
2 8" AWWA C900 WL	LF	27	\$ 40.00	\$ 1,080.00	\$ 62.00	\$ 1,674.00	\$ 48.00	\$ 1,296.00	\$ 25.00	\$ 675.00	\$ 52.00	\$ 1,404.00	\$ 44.00	\$ 1,188.00	\$ 35.00	\$ 945.00
3 12" AWWA C900 WL	LF	3780	\$ 60.00	\$ 226,800.00	\$ 46.00	\$ 173,880.00	\$ 53.00	\$ 200,340.00	\$ 50.00	\$ 189,000.00	\$ 54.00	\$ 204,120.00	\$ 68.00	\$ 257,040.00	\$ 42.50	\$ 160,650.00
4 6" 90 Degree Bend	EA	4	\$ 550.00	\$ 2,200.00	\$ 400.00	\$ 1,600.00	\$ 600.00	\$ 2,400.00	\$ 400.00	\$ 1,600.00	\$ 400.00	\$ 1,600.00	\$ 405.00	\$ 1,620.00	\$ 650.00	\$ 2,600.00
5 8" 45 Degree Bend	EA	2	\$ 550.00	\$ 1,100.00	\$ 575.00	\$ 1,150.00	\$ 660.00	\$ 1,320.00	\$ 450.00	\$ 900.00	\$ 600.00	\$ 1,200.00	\$ 500.00	\$ 1,000.00	\$ 750.00	\$ 1,500.00
6 12" 11.25 Degree Bend	EA	2	\$ 650.00	\$ 1,300.00	\$ 800.00	\$ 1,600.00	\$ 900.00	\$ 1,800.00	\$ 750.00	\$ 1,500.00	\$ 775.00	\$ 1,550.00	\$ 685.00	\$ 1,370.00	\$ 900.00	\$ 1,800.00
7 12" 22.5 Degree Bend	EA	6	\$ 700.00	\$ 4,200.00	\$ 770.00	\$ 4,620.00	\$ 900.00	\$ 5,400.00	\$ 750.00	\$ 4,500.00	\$ 775.00	\$ 4,650.00	\$ 547.00	\$ 3,282.00	\$ 900.00	\$ 5,400.00
8 12" 45 Degree Bend	EA	6	\$ 750.00	\$ 4,500.00	\$ 795.00	\$ 4,770.00	\$ 900.00	\$ 5,400.00	\$ 800.00	\$ 4,800.00	\$ 1,200.00	\$ 7,200.00	\$ 728.00	\$ 4,368.00	\$ 900.00	\$ 5,400.00
9 12" X 6" Tee	EA	8	\$ 800.00	\$ 6,400.00	\$ 1,060.00	\$ 8,480.00	\$ 1,000.00	\$ 8,000.00	\$ 850.00	\$ 6,800.00	\$ 950.00	\$ 7,600.00	\$ 766.00	\$ 6,128.00	\$ 1,000.00	\$ 8,000.00
10 12" X 12" Tee	EA	1	\$ 1,400.00	\$ 1,400.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,000.00	\$ 1,000.00	\$ 1,250.00	\$ 1,250.00	\$ 1,000.00	\$ 1,000.00	\$ 1,300.00	\$ 1,300.00
11 8" Solid Sleeve	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 440.00	\$ 440.00	\$ 600.00	\$ 600.00	\$ 500.00	\$ 500.00	\$ 1,800.00	\$ 1,800.00	\$ 462.00	\$ 462.00	\$ 700.00	\$ 700.00
12 12" Solid Sleeve	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 640.00	\$ 640.00	\$ 800.00	\$ 800.00	\$ 650.00	\$ 650.00	\$ 2,250.00	\$ 2,250.00	\$ 645.00	\$ 645.00	\$ 900.00	\$ 900.00
13 12" X 8" Reducer	EA	1	\$ 550.00	\$ 550.00	\$ 500.00	\$ 500.00	\$ 700.00	\$ 700.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 577.00	\$ 577.00	\$ 900.00	\$ 900.00
14 12" Cap	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 770.00	\$ 770.00	\$ 300.00	\$ 300.00	\$ 450.00	\$ 450.00	\$ 300.00	\$ 300.00	\$ 800.00	\$ 800.00
15 6" Gate Valve and Box	EA	8	\$ 1,850.00	\$ 14,800.00	\$ 900.00	\$ 7,200.00	\$ 1,200.00	\$ 9,600.00	\$ 2,100.00	\$ 16,800.00	\$ 925.00	\$ 7,400.00	\$ 894.00	\$ 7,152.00	\$ 1,300.00	\$ 10,400.00
16 8" Gate Valve and Box	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,400.00	\$ 1,400.00	\$ 1,600.00	\$ 1,600.00	\$ 3,250.00	\$ 3,250.00	\$ 1,500.00	\$ 1,500.00	\$ 1,490.00	\$ 1,490.00	\$ 1,700.00	\$ 1,700.00
17 12" Gate Valve and Box	EA	4	\$ 4,300.00	\$ 17,200.00	\$ 2,400.00	\$ 9,600.00	\$ 2,250.00	\$ 9,000.00	\$ 4,500.00	\$ 18,000.00	\$ 2,600.00	\$ 10,400.00	\$ 2,700.00	\$ 10,800.00	\$ 3,000.00	\$ 12,000.00
18 12" C900 Trenched w 20" Casing	LF	31	\$ 250.00	\$ 7,750.00	\$ 170.00	\$ 5,270.00	\$ 240.00	\$ 7,440.00	\$ 125.00	\$ 3,875.00	\$ 187.00	\$ 5,797.00	\$ 154.00	\$ 4,774.00	\$ 200.00	\$ 6,200.00
19 12" C900 Bored w 20" Casing	LF	325	\$ 365.00	\$ 118,625.00	\$ 245.00	\$ 79,625.00	\$ 325.00	\$ 105,625.00	\$ 125.00	\$ 40,625.00	\$ 280.00	\$ 91,000.00	\$ 340.00	\$ 110,500.00	\$ 400.00	\$ 130,000.00
20 Air Release Valve and Vault	EA	2	\$ 3,700.00	\$ 7,400.00	\$ 2,235.00	\$ 4,470.00	\$ 2,800.00	\$ 5,600.00	\$ 3,500.00	\$ 7,000.00	\$ 5,600.00	\$ 11,200.00	\$ 2,550.00	\$ 5,100.00	\$ 3,500.00	\$ 7,000.00
21 Blow Off Valve	EA	1	\$ 500.00	\$ 500.00	\$ 1,680.00	\$ 1,680.00	\$ 1,600.00	\$ 1,600.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,800.00	\$ 1,800.00	\$ 2,500.00	\$ 2,500.00
22 Fire Hydrant Assembly with Riser (Complete)	EA	8	\$ 3,300.00	\$ 26,400.00	\$ 2,200.00	\$ 17,600.00	\$ 2,200.00	\$ 17,600.00	\$ 5,250.00	\$ 42,000.00	\$ 3,250.00	\$ 26,000.00	\$ 3,472.00	\$ 27,776.00	\$ 4,250.00	\$ 34,000.00
23 Trench Dewatering	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,300.00	\$ 1,300.00	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 6,000.00	\$ 6,000.00	\$ 20,000.00	\$ 20,000.00
24 Pressure and Leakage Test	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 7,500.00	\$ 7,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 7,500.00	\$ 7,500.00
25 Disinfection	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 200.00	\$ 200.00	\$ 2,000.00	\$ 2,000.00	\$ 7,500.00	\$ 7,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00
26 ODOT Type A Aggregate	TON	345	\$ 56.00	\$ 19,320.00	\$ 20.00	\$ 6,900.00	\$ 32.00	\$ 11,040.00	\$ 35.00	\$ 12,075.00	\$ 58.00	\$ 20,010.00	\$ 46.00	\$ 15,870.00	\$ 175.00	\$ 60,375.00
27 Asphalt Drive Cut and Repair	SY	100	\$ 120.00	\$ 12,000.00	\$ 200.00	\$ 20,000.00	\$ 125.00	\$ 12,500.00	\$ 160.00	\$ 16,000.00	\$ 110.00	\$ 11,000.00	\$ 150.00	\$ 15,000.00	\$ 200.00	\$ 20,000.00
28 Concrete Drive Cut and Repair	SY	60	\$ 120.00	\$ 7,200.00	\$ 210.00	\$ 12,600.00	\$ 120.00	\$ 7,200.00	\$ 160.00	\$ 9,600.00	\$ 125.00	\$ 7,500.00	\$ 150.00	\$ 9,000.00	\$ 200.00	\$ 12,000.00
29 Construction Staking	LS	1	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,500.00	\$ 3,500.00	\$ 7,500.00	\$ 7,500.00	\$ 20,000.00	\$ 20,000.00
30 Traffic Control	LS	1	\$ 28,000.00	\$ 28,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,200.00	\$ 3,200.00	\$ 10,000.00	\$ 10,000.00	\$ 5,800.00	\$ 5,800.00	\$ 6,400.00	\$ 6,400.00	\$ 15,000.00	\$ 15,000.00
31 Sod and Site Restore	SY	4415	\$ 5.00	\$ 22,075.00	\$ 3.00	\$ 13,245.00	\$ 0.30	\$ 1,324.50	\$ 1.50	\$ 6,622.50	\$ 2.50	\$ 11,037.50	\$ 3.30	\$ 14,569.50	\$ 7.50	\$ 33,112.50
32 Erosion and Sediment Control	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,300.00	\$ 1,300.00	\$ 2,000.00	\$ 2,000.00	\$ 5,750.00	\$ 5,750.00	\$ 9,600.00	\$ 9,600.00	\$ 20,000.00	\$ 20,000.00
33 Mobilization	LS	1	\$ 40,154.69	\$ 40,154.69	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00	\$ 20,000.00	\$ 20,000.00	\$ 8,900.00	\$ 8,900.00	\$ 40,000.00	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00
Total (ROUNDED)			\$ 640,000.00		\$ 414,514.00		\$ 449,855.50		\$ 451,112.50		\$ 474,118.50		\$ 575,841.50		\$ 629,032.50	



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

Billy Harless, Community Development Director  
Christine Brakefield, Chief Building Official

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

---

Date: February 26, 2019

From: Billy Harless, Community Development Director

Subject: Discussion and consideration of awarding the bid to and entering into a contract with Streets Mechanical LLC. in the amount of \$87, 623 for the replacement of the chiller supplying City Hall and the Police Department.

Bids were received on February 12, 2019 for the above referenced project. Staff recommends award of the bid to Streets Mechanical LLC., which submitted the lowest and best bid meeting specifications in the amount of \$87,623. The bid provides for the removal of the existing equipment and installation of a new chiller and chiller lines for the unit that supplies City Hall and the Police Department. Attached are the bid tabulations for the bids received for the project. The funds for this project are provided through the Boiler & Air Cooled Chiller project account.

Staff recommends awarding the bid to Streets Mechanical LLC.

---

Billy Harless, AICP  
Community Development Director

Attachment

City Hall Chiller Replacement Project  
Detailed Bid Tab, 2/12/19

<b>Company Name</b>	<b>Bid</b>
Streets Mechanical	\$87,623
Jackson Mechanical	\$139,738
Johnson Controls	\$161,300



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  
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: February 26, 2019

Subject: Discussion and consideration of accepting a dedication of Permanent Easement from Country Estates Baptist Church for a waterline project at 1000 South Midwest Blvd. The easement is within the corporate limits of the City of Midwest City, located in the Southwest Quarter (SW/4) of Section Two (2), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development – P. Menefee)

This easement, dedicated by Country Estates Baptist Church, is for the construction of a water line to service 1000 South Midwest Blvd.

Staff recommends approval.

Patrick Menefee, P.E.  
City Engineer

Attachments



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

GRANT OF PERMANENT EASEMENT

KNOW ALL BY THESE PRESENTS:

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

(See Exhibit 'A' attached)

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

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

Grantor hereby covenants and warrants that at the time of the delivery of this easement that the above-described real estate and premises are free of all liens and claims whatsoever, and that they will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all claiming to the contrary.

WITNESS the hands of the parties this 30 day of January, 2019.

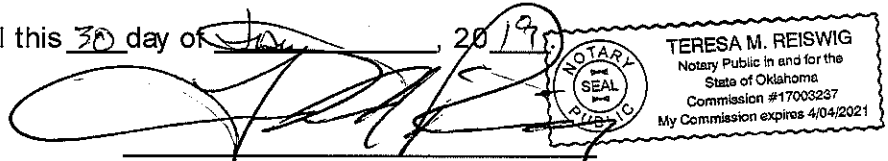
Tom Robbins  
\_\_\_\_\_  
Trustee  
\_\_\_\_\_

STATE OF Oklahoma )  
COUNTY OF Oklahoma )ss

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 30 day of Jan, 2019, personally appeared Tom Robbins, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes herein set forth.

WITNESS, my hand and seal this 30 day of Jan, 2019.

My Commission expires 4/4/24



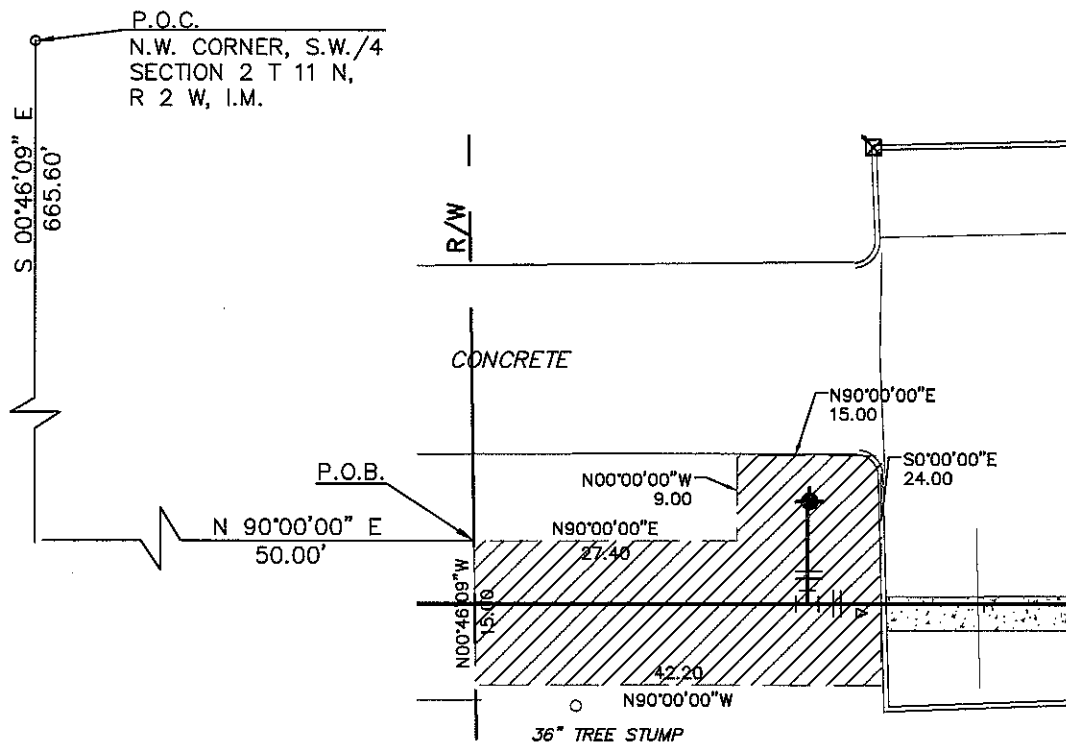
NOTARY PUBLIC

Approved by City Attorney \_\_\_\_\_ Date: \_\_\_\_\_

Approved by City Council \_\_\_\_\_ Date: \_\_\_\_\_

( EXHIBIT "A" )

DATE: JAN., 2019  
 LOCATION: COUNTRY ESTATES BAPTIST CHURCH  
 MIDWEST CITY, OKLAHOMA



SCALE:  
 1"=20'

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW/4), OF SECTION TWO (2), TOWNSHIP 11 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, OKLAHOMA COUNTY, OKLAHOMA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SAID SOUTHWEST QUARTER (SW/4) THENCE SOUTH 00°46'09" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 665.60 FEET; THENCE NORTH 90°00'00" EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF SOUTH MIDWEST BOULEVARD.  
 THENCE CONTINUING NORTH 90°00'00" EAST A DISTANCE OF 27.40 FEET;  
 THENCE NORTH 00°00'00" WEST A DISTANCE OF 9.00 FEET;  
 THENCE NORTH 90°00'00" EAST A DISTANCE OF 15.00 FEET;  
 THENCE SOUTH 00°00'00" EAST A DISTANCE OF 24.00 FEET;  
 THENCE SOUTH 90°00'00" WEST A DISTANCE OF 42.20 FEET TO A POINT ON THE SAID EAST RIGHT-OF-WAY LINE OF SOUTH MIDWEST BOULEVARD;  
 THENCE NORTH 00°46'09" WEST ALONG THE SAID RIGHT-OF-WAY LINE A DISTANCE OF 15.00 FEET TO THE POINT OR PLACE OF BEGINNING.  
 SAID DESCRIBED TRACT CONTAINING 0.0177 ACRES OR 769.50 SQUARE FEET MORE OR LESS.



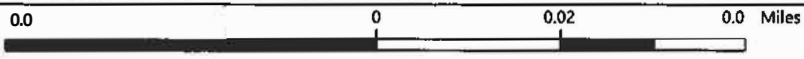


### Legend

### Notes

Enter Map Description

1: 1,128



WGS 1984 Web Mercator Auxiliary Sphere  
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**THIS MAP IS NOT TO BE USED FOR NAVIGATION**



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

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

ENGINEERING DIVISION  
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CURRENT PLANNING DIVISION  
Kellie Gilles, Manager  
COMPREHENSIVE PLANNING  
Comprehensive Planner  
BUILDING INSPECTION DIVISION  
Christine Allison, Building Official  
GIS DIVISION  
Greg Hakman, GIS Coordinator

---

TO : Honorable Mayor and City Council

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

DATE : February 26, 2019

SUBJECT : Discussion and consideration of accepting a Utility Easement grant, from Georgia Lou Carson Trustee of the Haney Family Trust, across a certain tract of land within the corporate boundaries of Midwest City described as Block 1 of Dickinson Heights Addition, located in the Northwest Quarter (NW/4) of Section Twenty Six (26), Township Twelve (12) North, Range Two (2) West, of the Indian Meridian, Oklahoma County, Oklahoma.

---

The tract is located in the 8400 block of NE 23rd Street on the southwest corner of Spencer Road.

The easement is needed in connection with the Midwest City 23rd Street Waterline Project.

Staff recommends approval.

Patrick Menefee, P.E.  
City Engineer

Attachments



GRANT OF UTILITY EASEMENT

KNOW ALL BY THESE PRESENTS:

That Georgia Lou Carson, Trustee of the Haney Family Irrevocable Grantor's Trust, dated June 13, 2018, grantor of Oklahoma County, Oklahoma, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the City of Midwest City, a municipal corporation, (grantee) a permanent water and sewer utility easement across, over and under the following described lots, tracts or parcels of land situated in Oklahoma County, State of Oklahoma, to-wit:

The North 15 feet of Block One (1) Dickinson Heights Addition to Oklahoma County Oklahoma.

This easement is granted for the purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, and or build municipal facilities limited to water and sewer improvements and or utilities, upon the above-described lots, parcels or tracts of land and includes the permanent right of ingress and egress for employees, tools and equipment of the City of Midwest City, its officers, agents, contractors and employees.

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

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

WITNESS the hands of the parties this 6<sup>TH</sup> day of FEBRUARY, 2019

\_\_\_\_\_   
TRUSTEE

STATE OF Oklahoma        )  
  )ss.  
COUNTY OF Oklahoma    )

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 6<sup>TH</sup> day of FEBRUARY, 2019 personally appeared

Georgia Lou Carson, Trustee of the Haney Family Irrevocable Grantor's Trust, dated June 13,

2018, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as a free and voluntary act and deed for the uses and purposes herein set forth.

WITNESS, my hand and seal this 6<sup>th</sup> day of February, 201 9

My Commission expires: 8-15-20

  
NOTARY PUBLIC






Approved by City Attorney \_\_\_\_\_ Date: \_\_\_\_\_

Approved by City Council \_\_\_\_\_ Date: \_\_\_\_\_

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



**Legend**

-  Sections (1:40,000)
-  Parcels
-  OK County Boundary

1: 2,257 



WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
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**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

**Notes**  
Enter Map Description





**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: 405-739-1066 /Fax: 405-739-1090

## Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: February 26, 2019

Subject: Discussion and consideration of approving and entering into the National Museum of the United States Air Force Static Display Program 2019 Loan Agreement, SDA0241 with the United States of America, represented by the National Museum of the United States Air Force, for the T-38A 61-0817 aircraft on static display in Bicentennial Park for the period from April 1, 2019 through March 31, 2020.

Renewal of this agreement is required by the National Museum of the Air Force on an annual basis. The agreement allows the City of Midwest City to continue to display the T-38 aircraft, on loan from the Air Force, in Bicentennial Park.

Staff recommends approval.

Vaughn K. Sullivan  
Public Works Director

Attachment: Agreement with attachments

**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)  
STATIC DISPLAY LOAN PROGRAM**

**2019 LOAN AGREEMENT, SDA0241**

**1.0. Parties.** The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the CITY OF MIDWEST CITY, hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of OK and located at MIDWEST CITY, a Loan Agreement hereinafter called "the Agreement" for U.S. Air Force (USAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2019 and ending 31 March 2020. This Agreement is not transferable.

**2.0. Borrower Obligations/Costs.** The Borrower has applied, in writing, for the loan of USAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses incident to the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

**3.0. Loaned Property.** The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

**4.0 Loan Conditions.**

**4.1.** The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the USAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind.

**4.2.** The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

**4.3.** The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

**4.4.** The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include, but not limited to, annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

**4.5.** The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

**4.6.** Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

**5.0. Use as Security, Sale or Lease.** The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend or exchange the Property under any circumstances.

**6.0. Professional Photography.** The Borrower shall not make or allow the use of the Property for any commercial purpose, including, but not limited to, use of the Property for still photography, motion picture, television or video production, without prior written approval from the Lender. Casual photography or motion video created by visitors for personal or non-promotional use is permitted.

**7.0. Incident Reporting.** The Borrower shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

**8.0. Title.** The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain in the Lender at all times.

**9.0. Receipt, Custody & Liability.**

**9.1.** This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before 1 April 2019.

**9.2.** The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

**9.3.** The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

**9.4.** The Borrower agrees that the FRV of the Property is as identified in the inventory report and waives any right to contest the FRV in any legal proceeding. In the event any item of Property does not have an FRV identified in the inventory report, the FRV shall be determined at the sole discretion of the NMUSAF.

**9.5.** The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the

FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

**9.6.** The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

#### **10.0. Borrowers Responsibilities.**

**10.1.** The Borrower agrees to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property.

**10.2.** The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

**10.3.** The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender.

#### **11.0. Initial Loan Agreement Requirements.**

**11.1.** The Borrower agrees to furnish the Lender a CD/DVD containing digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

**11.2.** The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

## **12.0. Annual Loan Renewal Requirements.**

**12.1.** The Borrower agrees to furnish the Lender a CD/DVD containing current digital images of the Property. The image name must be the accession number for that item (e.g. SD-2000-0123.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object and its current condition.

**12.2.** The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

**12.3.** The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

## **13.0. Display/Maintenance Requirements.**

**13.1.** No aircraft will be renovated, reconfigured, painted, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

**13.2.** The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. If the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

"The (item) on display is actually (nomenclature), Serial No. \_\_\_\_\_, but painted and marked to depict (nomenclature), Serial No. \_\_\_\_\_, assigned to the (Unit and/or person) in (location or theater) during (year)."

**13.3.** The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

**13.4.** For aircraft on which the serial number has been altered for display purposes with prior written approval, the mission, design and series (e.g. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

**13.5.** All record keeping will reflect the true serial number.

## **14.0. Radioactive Components.**

**14.1.** Completion of Section 2 of Air Force Form 3580, (USAF Museum Aerospace Vehicle Static Display Acceptance Condition and Safety Certificate), or comparable certification indicating that a complete radioactive material survey has been accomplished shall be included in the official file.

14.2. In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if radioactive items are determined to have been installed or reinstalled during later inspections, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

**15.0. Loan Termination.**

15.1. The Borrower agrees to return said Property to the NMUSAF on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the NMUSAF.

**15.2. The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property.** Repossession of all or any part of the Property by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation and other costs or charges attributable to such repossession.

15.3. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.4. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property.

15.5. The Lender reserves the right not to renew this Agreement, in all or part, and to recall the Property if required by the Lender to meet the requirements of the NMUSAF, Wright-Patterson AFB, OH or for other military requirements. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

**16.0. Dispute Resolution.** In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree that the Federal District Court for the Southern District of Ohio, at Dayton, Ohio, will be the exclusive venue for resolving such disputes.

Executed on behalf of the Lender this Fourteenth Day of January, 2019, at Wright-Patterson AFB Ohio.

By: **SHAW.MELISSA.L. 1** Digitally signed by  
**268824 703** SHAW.MELISSA.L.1268824703  
MELISSA SHAW Date: 2019.01.14 15:24:10-05'00'

Title: Static Display Program Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC  
1100 Spaatz St  
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-8839 Fax Number: (937) 656-4081

Email: melissa.shaw@us.af.mil

**ACCEPTANCE**

The Borrower, through its authorized representative, hereby accepts responsibility of the Property subject to the terms and conditions contained in this Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this 26th day of February 2019, at 7:10 p.m. CST.

CITY OF MIDWEST CITY, MIDWEST CITY, OK  
(Name of Borrower/Organization)

By: -----  
(Signature)

MATTHEW D DUKES II  
(Typed or Printed Name & Title)

Address: 100 N MIDWEST BLVD  
MIDWEST CITY, OK 73110

Telephone: (405)739-1209 Fax Number: (405)739-1208

Email: MAYOR@MIDWESTCITYOK.ORG

NATIONAL MUSEUM of the U.S. AIR FORCE  
INVENTORY REPORT

Loan Account Number SDA0241

02-Jan-19

RCS: HAF-HO(A) 880

<b>ACCESSION#</b>	<b>NOMENCLATURE</b>	<b>Value</b>
SD-2000-0385	AIRCRAFT, T-38A, 61-0817	\$10,000

I certify that the above listed items shown on Pages 1 through 1  
have been accounted for with any discrepancies so noted.

Signature: \_\_\_\_\_ 02-26-20\_\_  
(Historical Property Custodian) (Date)  
Matthew D. Dukes ..  
Typed or Printed Name  
Mayor  
Typed or Printed Title



# 2019 POINT OF CONTACT INFORMATION SHEET

ACCOUNT NUMBER	SDA0241
CITY/ORGANIZATION NAME	CITY OF MIDWEST CITY
MAILING ADDRESS	8730 SE 15TH ST
CITY	MIDWEST CITY
STATE/COUNTRY	OK
ZIP CODE	73110
PHYSICAL LOCATION OF ITEM	Bicentennial Park, 7100 SE 29th St
HISTORICAL PROPERTY CUSTODIAN	I HONORABLE MATTHEW DUKES II
TITLE, HISTORICAL PROPERTY CUSTODIAN	MAYOR
PRIMARY POINT OF CONTACT	MR VAUGHN SULLIVAN
TITLE PRIMARY POINT OF CONTACT	PUBLIC WORKS DIRECTOR
PRIMARY PHONE NUMBER	405-739-1001
ALTERNATE PHONE NUMBER	405-739-1064
PRIMARY FAX NUMBER	405-739-1090
EMAIL ADDRESS	vsullivan@riid e;t;tt.yok: g;dakin@midwestcityok@org



**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 City Council

From: Vaughn K. Sullivan, Public Works Director

Date: February 26, 2019

Subject: Discussion and consideration of approving and entering into the FY 2019-2020 Service Contract with the Midwest City Branch YMCA for services at Reed Baseball Complex and Civic Baseball Complex. The contract is from March 1, 2019 through February 28, 2020.

The City of Midwest City enters into an annual agreement with the Midwest City Branch YMCA that specifies what services each party is responsible for on an annual basis at Reed Baseball Complex and Civic Baseball Complex.

Action is at the discretion of the Council.

Staff recommends approval of this contract.

Vaughn K. Sullivan  
Public Works Director

Attachment: Services Contract

**SERVICES CONTRACT**  
City of Midwest City Parks & Recreation Department

This contract is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Greater YMCA of Oklahoma City through the Midwest City YMCA Branch (hereinafter Sponsor) and the City of Midwest City (hereinafter Owner). The parties hereto, for and in consideration of the benefits and payments hereinafter provided, do hereby covenant and agree as follows:

1. Owner and Sponsor agree to the following terms of services rendered by each party for the operation of the baseball program (the program) in Midwest City at Civic Park and Marion Reed Baseball Complex. The term of this contract shall begin March 1, 2019 and end February 28, 2020. This contract may be extended by the Owner on an annual basis under the same terms and conditions. If either party wishes to renegotiate any of the provisions contained in this contract, then that party must give written notice of its intent to renegotiate the contract at least 60 days prior to the annual expiration date (February 28). Written notice shall be provided at the following contact addresses:  

OWNER Director of Parks and Recreation City of Midwest City 100 N. Midwest Blvd. Midwest City, OK 73110 Or vsullivan@midwestcityok.org	SPONSOR
---	---------
  
2. It is expressly agreed that Owner shall be responsible for the following in addition to other responsibilities set forth in this contract:
  - a. Utilities (water, sewer, sanitation and electrical services);
  - b. Mowing and trimming of all City owned property both inside and outside of Civic Park and Reed Baseball Complex;
  - c. Will inspect both Civic Park and Reed Baseball Complex and bring them up to playing standards. This includes fields and facilities;
  - d. Will make all necessary weed control and fertilization applications;
  - e. Provide meeting room space at Community Center subject to availability;
  - f. Will cross promote any related marketing/advertisement materials for the program;

3. It is expressly agreed Sponsor shall be responsible for the following in addition to the other responsibilities set forth in this contract:
  - a. Administration of league except those responsibilities of Owner as specified in Paragraph 2;
  - b. Collection of entry fees for leagues and tournaments;
  - c. Scheduling of tournaments, and communication of same to teams;
  - d. Rescheduling of leagues and tournaments, and communication of same to teams;
  - e. Cancellations;
  - f. Approval of rules;
  - g. Distribution/collection/updating of rosters and player cards;
  - h. Team sanctioning;
  - i. Purchase of trophies for leagues and tournaments;
  - j. Setting rates (includes entry fees, gate admission and concession);
  - k. Contracting with umpires;
  - l. Fundraising;
  - m. Protests;
  - n. Coaches discipline;
  - o. Tournament administration;
  - p. Daily regular season and tournament field maintenance including any equipment and supplies needed;
  - q. Standings;
  - r. Employees, equipment, supplies, etc. for the operation of the concession and gate collection;
  - s. Phones needed for operation of program, including rainout number;

- t. Facility upkeep which includes improvements at Civic Park and Marion Reed Baseball Complex, existing and future buildings, existing and future additions to facilities;
  - u. Conduct coaches background checks and coaches certifications and maintain copy of same for Owner's review;
  - v. Provide certificate of insurance verification to owner.
4. Owner will furnish all necessary refuse and garbage containers and will remove and dispose of all rubbish, refuse and garbage resulting from the Sponsor's activity, provided that refuse is deposited in receptacles provided. Sponsor shall be responsible for the refuse and garbage pickup and facility cleanup on the park grounds and agrees to restore all park grounds, buildings, facilities, restrooms and structures to the level of cleanliness and order which existed prior to Sponsor's usage. Trash will be picked up twice weekly (schedule determined by agreement of Owner and Sponsor).
  5. Sponsor will not permit any activities to continue beyond the hour of midnight without prior approval from the City's Parks and Recreation Manager. All exterior lights except for security lights to be turned out within 15 minutes after the cessation of activities on the lighted fields.
  6. Sponsor will adhere to adopted bylaws of the organization and can be held accountable to do so or agreement can be terminated following guidelines set further in said agreement.
  7. Owner shall have a representative on any advisory board and or any subcommittee of the Sponsor concerning the program.
  8. It is expressly agreed that there will be an annual inspection of the facilities by Owner and Sponsor to assure proper ongoing maintenance of the facilities. Any repairs identified through this inspection will be accomplished by Owner or Sponsor, depending upon whose responsibility it is under the terms of this contract, within a period of time agreed upon by Sponsor and Owner.
  9. Owner shall furnish Sponsor with adequate sets of keys to the facilities. Only locks and keys supplied by Owner shall be used. Sponsor agrees to furnish Owner with a list of those people to whom Sponsor has furnished any key(s) and to inform Owner of any changes therein at the contact addresses set out above. Owner reserves the right to enter the facilities at any time for purposes of inspection, repair or to ascertain compliance with this contract. Sponsor shall furnish Owner with keys to structures that contain only Sponsor equipment. Said keys will be kept in the Parks and Recreation Department office in the Midwest City Community Center. Locks and keys that are lost during the term of this contract will be replaced at Sponsor's expense.

10. In the event of a natural disaster or an act of God, any damages to the facilities will be resolved through a joint effort by Sponsor and Owner based on the availability of funds. All such discussions regarding joint expenditures will include the Director of Parks and Recreation and Director of Finance of the City of Midwest City along with Sponsor staff identified in Contact Addresses listed above.
11. The terms of this contract shall be binding upon all successors in interest of the parties hereto. This contract embodies all agreements between Owner and Sponsor pertaining to services at the facilities and supersedes any and all prior oral or written agreements between the two parties. This contract can only be altered or changed if done so in writing and signed by both parties.
12. This contract shall become effective on the 1st day of March, 2019, and shall continue in force and effect until midnight on the 28th day of February, 2020.

Agreed to and witnessed on this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

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

\_\_\_\_\_  
AMANDA STORCK,  
  
CFO  
GREATER YMCA OF OKLAHOMA CITY

ATTEST:

\_\_\_\_\_  
SARA HANCOCK,  
CITY CLERK  
CITY OF MIDWEST CITY, OKLAHOMA

\_\_\_\_\_  
HEATHER POOLE  
CITY ATTORNEY  
CITY OF MIDWEST CITY, OKLAHOMA

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2019.



**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: February 26, 2019

Subject: Discussion and consideration of appointing Ms. Kim Templman for a full three-year term ending March 22, 2022 on the Midwest City Park and Recreation Board.

As you may know, the Park and Recreation Board was created by an act of the council in 1972. The purpose of the Park and Recreation Board is to foster and promote the maintenance and operation of city parks and recreation facilities. The board is comprised of residents of the City appointed by the Council, assisted by representatives of the Parks and Recreation Department. Members are appointed by the Mayor, approved by the City Council, and serve 3-year terms. They meet the third Wednesday of each month at 5:00 PM at the Community Center.

On December 15, 2018, Mr. Griffin resigned from the Board due to work conflicts. Mr. Griffin represented Ward 3 on the Board and Councilmember Bowen has recommended Ms. Kim Templman as the replacement nominee. Mayor Dukes wishes to make this recommendation.

Action on this item is at the discretion of the Council.

Vaughn K. Sullivan  
Public Works Director



**City of Midwest City Police Department**

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: February 26, 2019

SUBJECT: Discussion and consideration of declaring as surplus the items of found property and seized non-drug evidence on the attached list, and authorizing their disposal through sealed bid or public auction, or destruction in the case of items posing a threat to the general safety of the general public.

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On January 10, 2019, the Oklahoma County Court ordered, adjudged and decreed that the Chief of Police of the City of Midwest City, Oklahoma, be authorized at his discretion to sell, convert or dispose of this property.

The Midwest City Police Department requests that you declare the items on the attached lists as surplus and authorize their disposal by sealed bid or auction, or destruction in the case of items posing a threat to the general safety of the general public such as firearms.

This seized evidence is not equipment that could be utilized by the Midwest City Police Department.

Staff recommends approval.

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Brandon Clabes  
Chief of Police

Attachment: Surplus Conversion Lists





JAN 10 2019

IN THE DISTRICT COURT OF OKLAHOMA COUNTY OF  
STATE OF OKLAHOMA

Case No. CP-2018-21

IN RE: APPLICATION OF CHIEF OF POLICE )  
OF THE CITY OF MIDWEST CITY, )  
OKLAHOMA, TO DISPOSE OF CERTAIN )  
PERSONAL PROPERTY. )

CP-2018-21

ORDER

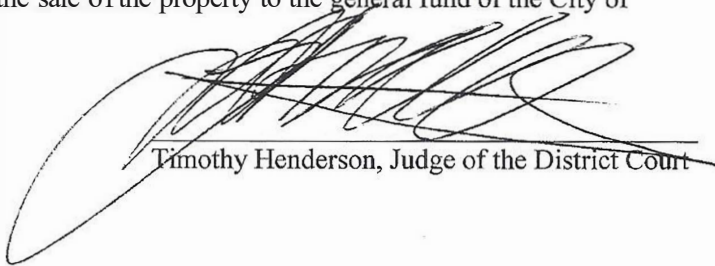
On the 10<sup>th</sup> day of January, 2019, this matter comes on for hearing. Applicant appears by City Prosecutor, Joanne Horn and Steven Hunter appears, but no others appeared. Applicant demonstrated proper notice, to all parties by posting and publication.

WHEREUPON, the Court having considered the pleadings, statements of counsel, and being fully advised in the premises, finds that Mr. Steven Hunter has shown adequate proof of ownership for the Taurus 709 Slim 9MM handgun, serial number TJT98225, taken from Mr. Alex Hunter when arrested.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by this Court in regard to the firearms owned by felons, property of parties listed, for which the Chief of Police of the City of Midwest City has possession:

The Chief of Police for the City of Midwest City may release the above referenced handgun to Mr. Steven Hunter and is authorized, with respect to the remaining property listed, to:

1. Sell the listed property;
2. Convert the listed property to the use of the City of Midwest City;
3. Destroy the listed property;
4. Donate any property with a value of less than five hundred dollars (\$500.00), and
5. Deposit the moneys received from the sale of the property to the general fund of the City of Midwest City.

  
Timothy Henderson, Judge of the District Court

Approved:

  
Joanne Horn, OBA No. 21703

City Prosecutor of the City of Midwest City  
100 N. Midwest Boulevard  
Midwest City, Oklahoma 73110  
(405) 739-1284  
[JHorn@MidwestCityOK.org](mailto:JHorn@MidwestCityOK.org)

*Steven Hunter*

---

Steven R. Hunter

PROPERTY CONVERSION LIST						
CASE #	OFFENSE	DATE R'VD	PROPERTY	SERIAL #	STATUS	OWNER
11-09647	RECOVERED STOLEN PROPERTY	12/16/2011	APPLE IPAD 2	DN6GNH5XDFHY		UNKNOWN
12-02948	BURGLARY II AUTO	4/16/2012	NEXSTAR 43LT GPS UNIT	ML0904074195		UNKNOWN
13-05793	BURGLARY II RESIDENCE	7/18/2013	ELECTRONIC CONVERTER 2 XBOX CONTROLLERS	UNK	OWNER DID NOT PICK UP	SHAUN ERIC KELLEY
13-09455	POSSESSION OF CDS	11/25/2013	HP LAPTOP COMPAQ 8150P 120 GB HDD MICROSOFT XBOX 360 HARD DRIVE CALL OF DUTY BLACK OPS PS3 VIDEO GAME SONY PS3 GAME CONSOLE CALL OF DUTY GHOSTS PS3 VIDEO GAME	MXL84512FG  CG218657775		UNKNOWN UNKNOWN UNKNOWN UNKNOWN
14-09038	BURGLARY II RESIDENCE	11/24/2014	BLU RAY PLAYER		OWNER DID NOT PICK UP	LESTER ROBBINS
14-09448	LARCENY OF COPPER	12/9/2014	MISC TOOLS, PICK , COME ALONG, SHOVELS, SLED		SEIZED	RYAN KYLE FRANTZ
15-00981	POSS CDS	2/5/2015	RYOBI DRILL KIT AND CASE WHITE GALAXY TAB 4	SM-T23ONU		UNKNOWN UNKNOWN
15-05313	POSS CDS	7/8/2015	APPLE IPAD MINI	DYTHHVC7DJ8R		UNKNOWN
15-05838	CONC STOLEN PROPERTY	7/26/2015	NEXTBOOK, NETBOOK DELL LAPTOP SONY PSP ACER LAPTOP SONY PSP, NO TAG WITH SERIAL NUMBER X BOX 360 W/TWO CONTROLLERS,	YFG0H?009S?? CN-OKH96S-70166-64M-G2AE HU3846426 LXR4G02060033178541601 RCPM11412-0920		UNKNOWN UNKNOWN UNKNOWN UNKNOWN UNKNOWN
15-06252	LARCENY OF MOTOR VEHICLE	8/9/2015	BAG CONTAINING MISC TOOLS BLUE BAG CONTAINING MISC TOOLS PLASTIC TOOL BOX WITHOUT LID WITH MISC TOOLS			UNKNOWN UNKNOWN UNKNOWN
15-06988	BURGLARY II AUTO	9/3/2015	BLACK GYM BAG WITH MISC CAR TOOLS			UNKNOWN
15-08309	BURGLARY II OTHER	10/19/2015	COINS FROM COIN COLLECTION 49 FOREIGN COINS			UNKNOWN
15-08670	PETIT LARCENY	11/1/2015	18 PIECE MAINSTAYS COOK SET			UNKNOWN
15-09646	HARBORING VENOMOUS SNAKES	12/8/2015	TWO SMALL SCREEN TOPPED ENCLOSED TERRARIUMS		SURRENDERED	MICHAEL KEITH GERMANN
16-00242	POSS STOLEN PROPERTY	1/11/2016	BAG OF MISC WATCHES 3 XBOX 360 GAMES HOYT COMPOUND BOW MISC TOOLS BAG OF SPOONS EMERSON TELEVISION MODEL LF501EM5F	DS1A429481180		UNKNOWN UNKNOWN UNKNOWN UNKNOWN UNKNOWN UNKNOWN
16-01103	IDENTIFY THEFT	2/11/2016	BOX WITH 2 HEADLIGHTS FOR TOYOTA AUTO FOG LAMPS AUTO OXYGEN SENSOR PAIR OF AUTO LIGHT HOUSINGS			UNKNOWN UNKNOWN UNKNOWN UNKNOWN

			AUTO COMPUTER MODULES			UNKNOWN
16-03421	FOUND PROPERTY	5/2/2016	HP LAPTOP	2CE3160G56H		UNKNOWN
16-03546	A&B WITH DANG WEAPON	5/6/2016	CRAFTSMAN CHAIN SAW WITH 18" BLADE		OWNER DID NOT PICK UP	PAUL BERUBE JR
16-03643	BURGLARY II AUTO	5/9/2016	YELLOW CONSTRUCTION LIGHT			UNKNOWN
			8 GB IPOD	YM903DT93QW		UNKNOWN
16-04419	TRAFFICKING CDS METH	6/4/2016	POOL CUE SET WITH BROWN ZIP UP POUCH			UNKNOWN
16-05000	BURGLARY II AUTO	6/25/2016	POLK SURROUND BAR 2000	AM120209048Q		UNKNOWN
			SONY PSP GAME SYSTEM	PP105974695-PSP1001		UNKNOWN
			POLAROID TABLET CASE W/ KEYBOARD			UNKNOWN
16-07977	BURGLARY II AUTO	10/16/2016	JVC GR-SXM260U VIDEO CAMERA	139Q8642		UNKNOWN
			BROWN GENEVA WRIST WATCH			UNKNOWN
			STRADA WRIST WATCH WITH LEATHER BAND			UNKNOWN
16-08979	INTERFERING	11/26/2016	CYNOULARS VIRTUAL REALITY HEADSET		UNABLE TO LOCATE	BOIERI KVEC
16-09155	FOUND PROPERTY	12/3/2016	2"BALL 3 1/4 DROP TRAILER HITCH			UNKNOWN
16-09220	POSS STOLEN MOTOR VEHICLE	12/6/2016	MISC TOOLS, SOCKETS, JACKSTAND			UNKNOWN
			BLACK AND GREY BACK PACK			UNKNOWN
			KOBALT CORDLESS IMPACT DRIVER	5088		UNKNOWN
			FIRST AID BAG			UNKNOWN
16-09671	INJUR MOLEST STANDING AUTO	12/24/2016	2 SETS OF JUMPER CABLES			UNKNOWN
17-00490	FOUND PROPERTY	1/22/2017	STANLEY BRAND WRENCHES			UNKNOWN
			EXTREME BRAND VR VUEII REALITY VIEWER	8.05106E+11		UNKNOWN
			SANYO DIGITAL CAMERA	9051029858		UNKNOWN
			DRILLMASTER 3/8 REVERSIBLE DRILL	401537265		UNKNOWN
17-01864	POSS PARAPHERNALIA	3/13/2017	GARMIN GPS			UNKNOWN
			MOTOROLA HAND HELD DEVICE			UNKNOWN
			POSH TABLET			UNKNOWN
17-02091	FOUND PROPERTY	3/20/2017	LOREX DIGITAL VIDEO RECORDER	NDO11604006217		UNKNOWN
17-02221	FOUND PROPERTY	3/27/2017	HP FLYER LAPTOP	5CD6502DLC		UNKNOWN
17-02506	POSS PARAPHERNALIA	4/6/2017	HP STREAMBOOK LAPTOP	CD703311G	UNABLE TO LOCATE	STEPHANIE RAE PROCK
			BLACK ANDROID TABLET, UNKOWN BRAND OR SERIAL NUMBER			STEPHANIE RAE PROCK
			BLACK BACK PACK			STEPHANIE RAE PROCK
17-02848	FOUND PROPERTY	4/18/2017	ZYMA RADIO CONTROLLED DRONE			UNKNOWN
17-03506	BURGLARY 1ST DEGREE	5/14/2017	BLACK KINDLE TABLET			UNKNOWN
17-03579	FOUND PROPERTY	5/16/2017	3 LARGE BOXES OF FILTERS			UNKNOWN
17-04190	GENERAL ARREST	6/7/2017	BROWN BOX WITH VACUUM AND PARTS		UNABLE TO LOCATE	RENA LYNN PRENTICE

17-05256	FOUND PROPERTY	7/16/2017	CROCK POT			UNKNOWN
17-06642	LARCENY OF MOTOR VEHICLE	9/9/2017	CRAFTSMAN POWER BLOWER	UNKNOWN		UNKNOWN
			SPEEDAIRE AIR COMPRESSOR MODEL 4YN53	L12151999		UNKNOWN
			BLACK AND DECKER ELECTRTRIC SANDER	UNKNOWN		UNKNOWN
17-06756	FOUND PROPERTY	9/13/2017	HOME REPAIR TOOL SET			UNKNOWN
			DRILL BITS			
17-07092	FOUND PROPERTY	9/26/2017	BAG OF BROKEN WATCHES			UNKNOWN
			GLASS VANITY MIRROR			UNKNOWN
			DEWALT IMPACT DRIVER WITH CHARGER AND BATTERY			UNKNOWN
			SAMSUNG SUBWOOFER			
17-07639	FOUND PROPERTY	10/17/2017	LEATH POOL BAG			UNKNOWN
			SIR JOSEPH BLACK POOL GLOVE			UNKNOWN
			BROWN POOL CHALK HOLDER			UNKNOWN
			BLACK SCORPION POOL CUE			UNKNOWN
			TAN RANGE POOL CUE			UNKNOWN
17-07867	FOUND PROPERTY	10/20/2017	TENNIS RACKETS			UNKNOWN
17-08171	FOUND PROPERTY	11/8/2017	SILVER APPLE IPAD MINI			UNKNOWN
17-08274	FOUND PROPERTY	11/11/2017	SONY AMPLIFIER	1507532		UNKNOWN
18-01447	FOUND PROPERTY	3/6/2018	RING, 2 WATCHES, CAMERA, SPOOL OF CABLE			VARIOUS OWNERS
18-01494	FOUND PROPERTY	3/8/2018	LED LIGHT BAR			UNKNOWN
			JLAB SPEAKER			UNKNOWN
18-01804	FOUND PROPERTY	3/20/2018	BLACK AMAZON FIRE TABLET			UNKNOWN

Bicycle Conversion List

CASE #	OFFENSE	DATE R'VD	PROPERTY	SERIAL #	OWNER	
16-04880	ACCIDENT AUTO PED	6/21/16	TONY HAWK HUCKJAM SERIES		ANTONINETTE M GALLAHER	UNABLE TO LOCATE
16-06132	GENERAL ARREST	8/5/16	SPECIALIZED 10 SPEED	PV2M1725	JASON MATTHEW SWITCH	UNABLE TO LOCATE
16-07734	FOUND PROPERTY	10/6/16	HUFFY ARS MOUNTAIN BIKE	B99I059983	UNKNOWN	
16-07985	RESISTING/INTERFERWING WITH OFFICER	10/17/16	BLACK BICYCLE		ELIJAH BRICE JR.	UNABLE TO LOCATE
16-08027	BURGLARY II AUTO	10/18/16	MONGOOSE		AL-ESHA LEE	UNABLE TO LOCATE
17-00615	MALICIOUS INJURY OF PROPERTY	1/26/17	UNKNOWN MAKE MODEL BMX STYLE	FSD09GC9511	UNKNOWN	
17-00756	FOUND PROPERTY	1/31/17	GENESIS V2100 21 SPEED	GS32606WMA	UNKNOWN	
17-00926	FOUND PROPERTY	2/6/17	HUFFY BMX	SNHTZ15D00264	UNKNOWN	
17-00956	FOUND PROPERTY	2/7/17	TREK 220 MOUNTAIN BIKE	C79C9941	UNKNOWN	
17-01298	FOUND PROPERTY	2/19/17	HUFFY BMX STYLE DIAMONDBACK BMX STYLE KENT CRUISER MONGOOSE BMX STYLE	SNHYBC16G68977 DAA13E001922 CS151127680 SNACY11J04696	UNKNOWN UNKNOWN UNKNOWN UNKNOWN	
17-02165	FOUND PROPERTY	3/26/17	UNKNOWN SILVER FRAME BICYCLE	UNKNOWN	UNKNOWN	
17-02191	FOUND PROPERTY	3/27/17	MONGOOSE BMX STYLE	SNFD12C15314	UNKNOWN	
17-02240	FOUND PROPERTY	3/28/17	ROADMASTER MAXIMUM EDGE	RMC23253653	UNKNOWN	
17-02943	FOUND PROPERTY	4/22/17	MONGOOSE BMX STYLE	SNFSD15J66995	UNKNOWN	
17-03093	FOUND PROPERTY	4/28/17	WHITE 18 INCH BMX BICYCLE	UNKNOWN	UNKNOWN	
17-03195	FOUND PROPERTY	5/2/17	NEXT WIPEOUT	DJIH146218	UNKNOWN	
17-03359	FOUND PROPERTY	5/9/17	NEXT WIPEOUT BMX STYLE	DJIC140479	UNKNOWN	
17-03792	FOUND PROPERTY	5/24/17	OZONE 500 MOUNTAIN BIKE	DJHL014792	UNKNOWN	
17-03797	FOUND PROPERTY	5/24/17	NEXT MOUNTAIN BIKE	DJIA121085	UNKNOWN	
17-04042	FOUND PROPERTY	6/1/17	KENT BLUE AND WHITE BICYCLE		UNKNOWN	

17-04319	FOUND PROPERTY	6/11/17	NEXT SHOCKER MOUNTAIN BIKE	DM05F155196	UNKNOWN	
17-04634	FOUND PROPERTY	6/23/17	MONGOOSE BMX BLUE/GREEN MONGOOSE BMX BLUE/GREEN BMX STYLE WHITE CHAOS BMX STYLE GREEN		UNKNOWN UNKNOWN UNKNOWN UNKNOWN	
17-04779	FOUND PROPERTY	6/28/17	HUFFY 626 BMX STYLE	HID13F90313	UNKNOWN	
17-05269	FOUND PROPERTY	7/17/17	ROADMASTER GRANITE PEAKS	SNFSDL4BP1258	UNKNOWN	
17-05375	FOUND PROPERTY	7/21/17	PACIFIC NOMAD 3 SPEED	CB770159	UNKNOWN	
17-05459	FOUND PROPERTY	7/24/17	HYPER BIKE CO MOUNTAIN BIKE MAGMA BMX STYLE	DMG13K109625 DJHI097628	UNKNOWN UNKNOWN	
17-05627	FOUND PROPERTY	7/30/17	HUFFY STALKER ROADMASTER GRANITE PEAKS	HC7784626 5NFSD14G86542	UNKNOWN UNKNOWN	
17-05632	FOUND PROPERTY	7/31/17	KENT ABYSS BMX STYLE	GSS2090WMA	UNKNOWN	
17-05640	FOUND PROPERTY	7/31/17	KENT AMBUSH BMX STYLE	G1410016444	UNKNOWN	
17-05740	FOUND PROPERTY	8/4/17	MONGOOSE BYTE 20 "	R081526539	UNKNOWN	
17-05823	FOUND PROPERTY	8/7/17	OZONE BMX STYLE	1406100553	UNKNOWN	
17-05900	PETIT LARCENY	8/11/17	PACIFIC 10 SPEED		SHANA SUSETTE WARE	DID NOT PICK UP SFKPNG
17-05907	FOUND PROPERTY	8/11/17	MONGOOSE BMX STYLE	FSD0415AE	UNKNOWN	
17-06010	FOUND PROPERTY	8/16/17	ELK RIVER FS ELITE 21 SPEED	980704882	UNKNOWN	
17-06057	PETIT LARCENY	8/17/17	GENESIS V2100 MOUNTAIN BIKE	GS130705011	JOHNNY RANDEL WORRELL	DID NOT PICK UP SFKPNG
17-06086	FOUND PROPERTY	8/18/17	NEXT POWER X MOUNTAIN BIKE	LWCND33153	UNKNOWN	
17-06179	FOUND PROPERTY	8/22/17	TEMPO THRUSTER FREESTYLE	G1210076344	UNKNOWN	
17-06206	FOUND PROPERTY	8/23/17	CHAOS FS20 GREEN	GS520090WMA	UNKNOWN	
17-06508	FOUND PROPERTY	9/4/17	MONGOOSE 21 LEDGE MOUNTAIN BIKE	SNFSD14C28074	UNKNOWN	
17-07529	FOUND PROPERTY	10/12/17	SCHWINN SPITFIRE	SNOAB04M700I2	UNKNOWN	
17-07544	FOUND PROPERTY	10/13/17	HUFFY MOUNTAIN BIKE MONGOOSE XR 15 BLACK		UNKNOWN UNKNOWN	
17-08034	GENERAL ARREST	11/2/17	HUFFY BMX	SNHEF11HU3362	TYLER DAVID HOWARD	UNABLE TO LOCATE
17-08511	FOUND PROPERTY	11/22/17	KENT BMX STYLE	HS160603464	UNKNOWN	
17-09062	FOUND PROPERTY	12/14/17	ROADMASTER BMX STYLE SILVER	ACX6B06110	UNKNOWN	
18-00666	ACCIDENT W/ INJURY	1/31/18	NEXT BRAND MOUNTAIN BIKE	UNKNOWN	KIM DENISE BURNETT	DID NOT PICK UP SFKPNG

<b>18-00980</b>	FOUND PROPERTY	2/13/18	MONGOOSE BIKE RED/WHITE/BLACK	UNKNOWN	UNKNOWN
<b>18-01292</b>	FOUND PROPERTY	2/28/18	TANK BICYCLE UNKNOWN MAKE	UNKNOWN	UNKNOWN
<b>18-01378</b>	FOUND PROPERTY	3/3/18	18" TREK BIKE	WTU357C0206C	UNKNOWN
<b>18-01769</b>	FOUND PROPERTY	3/18/18	HUFFY NINJA TURTLE BICYCLE	SNFSD16C90916	UNKNOWN
<b>18-02085</b>	FOUND PROPERTY	3/30/18	ROCKIT 20" BIKE	2891450507	UNKNOWN
<b>18-02168</b>	MENTAL HEALTH TRANSPORT	4/3/18	UNK MAKE SPRAY PAINTED BICYCLE	HS160902965	UNKNOWN
<b>18-02184</b>	FOUND PROPERTY	4/3/18	BMX BIKE		UNKNOWN
<b>18-02189</b>	FOUND PROPERTY	4/3/18	MAGMA BIKE	8596-05 2003.9.24	UNKNOWN
<b>18-02411</b>	FOUND PROPERTY	4/12/18	HUFFY MOUNTAIN BIKE	AH17C151488	UNKNOWN
<b>18-02770</b>	FOUND PROPERTY	4/27/18	COREX MT 2000		UNKNOWN
<b>18-02860</b>	FOUND PROPERTY	4/30/18	WHITE RED RACER GO KART GREY RACER GO KART		UNKNOWN UNKNOWN



Case #	Offense	Date	Amount	Status	Owner
13-08466	ROBBERY BY 2 OR MORE	10/19/13	10.00	UNABLE TO LOCATE	JOSE ABIEL HERNANDEZ
15-06483	FOUND PROPERTY	8/16/15	188.00		UNKNOWN
16-03472	NO STATE DRIVER'S LICENSE	5/3/16	234.00		UNKNOWN
16-03949	GRAND LARCENY	5/19/16	36.10		UNKNOWN
16-04479	INTERFERING WITH AN OFFICER	6/7/16	0.10	DID NOT PICK UP	NOAH JAMES WOOD
16-05901	BURGLARY BUSINESS	7/27/16	3.32		UNKNOWN
16-07977	BURG II AUTO	10/16/16	5.91		UNKNOWN
16-08979	INTERFERING WITH AN OFFICER	11/26/16	5,000.98	UNABLE TO LOCATE	BARON SAVA
16-09746	POSS CDS	12/28/16	2.06	DID NOT PICK UP	MICHAEL SHANE JONS
17-00036	FOUND PROPERTY	1/2/17	17.00	UNABLE TO LOCATE	JOSEPHINE CHY KOKO
17-01420	POSS PARAPHERNALIA	2/24/17	5.00	UNABLE TO LOCATE	SHAWN CARL STYS
17-01870	FOUND PROPERTY	3/14/17	2.50		UNKNOWN
17-02155	FOUND PROPERTY	3/25/17	5.00		UNKNOWN
17-03125	FOUND PROPERTY	4/29/17	0.76	UNABLE TO LOCATE	ANN ALGER
17-03273	FOUND PROPERTY	5/5/17	53.03		UNKNOWN
17-04581	FOUND PROPERTY	6/21/17	56.20		UNKNOWN
17-04774	FOUND PROPERTY	6/28/17	2.00		UNKNOWN
17-06539	FOUND PROPERTY	9/5/17	10.00	UNABLE TO LOCATE	DAISY MARIE SHAFER
17-06670	FOUND PROPERTY	9/10/17	3.26		UNKNOWN
17-08722	FOUND PROPERTY	12/1/17	120.00		UNKNOWN



CASE #	OFFENSE	DATE RCVD	PROPERTY	STATUS	OWNER
16-04131	ROBBERY BY 2 OR MORE	5/25/2016	GOLD WATCH WITH DENIM STRAPS		UNKNOWN
16-09746	POSS CDS	12/28/2016	MISC COSTUME JEWELRY		UNKNOWN
17-00490	FOUND PROPERTY	1/22/2017	SILVER COLOR BRACELET HEART GOLD COLOR RING		UNKNOWN UNKNOWN
17-06201	FOUND PROPERTY	8/23/2017	YELLOW GOLD RING W/ 15 SMALL DIAMONDS YELLOW GOLD RING W 7 SMALL DIAMONDS		UNKNOWN UNKNOWN
17-06670	FOUND PROPERTY	9/10/2017	MISC COSTUME JEWELRY		UNKNOWN
18-01130	FOUND PROPERTY	2/20/2018	2009 HIGH SCHOOL CLASS RING	UTL	DEVIN RAY GARVIN
18-01519	DUI	3/8/2018	PINK WATCH	UTL	AMANDA GRISBY



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

## Memo

**To:** Honorable Mayor and Council

**From:** R. Paul Streets, Assistant Public Works Director

**Date:** February 26, 2019

**Subject:** Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 1 , Garbage and refuse, by amending Article I, in General Section 1 - Bulk Waste Collection; Article II, Municipal Collection and Disposal Service, Section 1 -22(c), City to Furnish Service, Section 1 -25(b) and 1 -25(f), Container required, Duty to use; Section 1 -27(a), Residential Service Fees; Special Provisions for Mobile Home Parks; Section 1 -2 , Business and Commercial Service Fees; Section 1 -31, Special Charge for Restoration of Service to Commercial Establishments; and Providing for Repealer and Severability.

The proposed ordinance establishes new sanitation (solid waste) rates for residential, apartment complexes, Mobile Home Park (MHP), and commercial accounts due to a new contract for recycling with Republic Services of Oklahoma City, commercial rate restructuring and a new bulk waste rate. In the preparation of these amended rates, tremendous effort was made to evaluate our current rates, those of other cities in the Oklahoma City metro area and private contracted rates for similar services. Additionally, Midwest City leadership developed a questionnaire and pushed it out to customers the first week of January 2019 to gather feedback. The information received during this process was shared with the Council on January 22<sup>nd</sup> and as a result, quarterly bulk waste service (Big Trash Day) was added to the ordinance revisions being proposed. Lastly we were asked by appointed and elected leadership, to include an annual rate adjustment based on the Consumer Price Index and any contract obligations, such as curbside recycling. Attached is the rate table for residential customers and the proposed ordinance changes. If you have any questions about the attached documents, please do not hesitate to contact Vaughn Sullivan or myself.

Staff recommends approval.

R. Paul Streets  
Assistant Public Works Director

Attached: Residential Solid Waste Rate Sheet  
Midwest City Ordinance Excerpt, Chapter 18: "red-lined" and "clean" examples

## RESIDENTIAL RATE TABLE

SERVICES	CURRENT	RECOMMENDED RATE
TRASH (96 Gal Cart)	\$11.58	\$11.58
RECYCLING	\$2.87	\$4.21 *
BULK WASTE	NA	\$1.00 **
<b>TOTAL COST</b>	<b>\$14.45</b>	<b>\$16.79</b>
TRASH (65 Gal Cart)	\$9.22	\$9.22
RECYCLING	\$2.87	\$4.21 *
BULK WASTE	NA	\$1.00 **
<b>TOTAL COST</b>	<b>\$12.09</b>	<b>\$14.43</b>
Extra Cart	<b>\$5.50</b>	<b>\$7.00 ***</b>
Mobile Homes	<b>\$14.45</b>	<b>\$16.79</b>

\* The new recycling rate reflects the contract price that goes into effect July 1st 2019 plus the 15% administrative fee required by ordinance for any sanitation service provided by a third party.

\*\* This is the rate for the recommended quarterly curbside bulk waste collection that is also commonly called "Big Trash Day".

\*\*\* This rate is nearer to our actual cost to provide the service and is consistent with surrounding communities. It will also require a minimum of a one year commitment.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 18, GARBAGE AND REFUSE, BY AMENDING ARTICLE I, IN GENERAL, SECTION 18-8, BULK WASTE COLLECTION; ARTICLE II, MUNICIPAL COLLECTION AND DISPOSAL SERVICE, SECTION 18-22(c), CITY TO FURNISH SERVICE, SECTION 18-25(b), 18-25(f), 18-25(g), CONTAINER REQUIRED; DUTY TO USE; SECTION 18-27(a), RESIDENTIAL SERVICE FEES; SPECIAL PROVISIONS FOR MOBILE HOME PARKS; SECTION 18-28, BUSINESS AND COMMERCIAL SERVICE FEES; SECTION 18-31, SPECIAL CHARGE FOR RESTORATION OF SERVICE TO COMMERCIAL ESTABLISHMENTS; AND PROVIDING FOR REPEALER AND SEVERABILITY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY THAT:

ORDINANCE

**SECTION 1.** The Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article I, In General, Section 18-8, is hereby amended to reads as follows:

**Sec. 18-8. --Transfer station rules and regulations. Bulk waste collection.**

(a) ~~The transfer station may be used only by the residents of the city. It shall be unlawful and an offense for any person or entity that is not a resident of the city to use the transfer station. Patrons of the transfer station are required to present their current Midwest City utility bill and their driver's license showing proof of residence in the city. Residents of the city will be allowed to dump four (4) loads per year (any combination as listed below) at the transfer station at no charge. Any additional loads may be dumped, up to a maximum of ten (10), at the following rates which shall be charged to the resident's utility bill:~~

Pick up load to the top of the cab (open bed)	1 load or \$15.00
Pick up load over the cab (enclosed bed)	2 loads or \$25.00
Trailer, (less than 16 foot) and tow vehicle	3 loads or \$35.00
Trailer (16 foot or longer) and tow vehicle	4 loads or \$50.00
Enclosed trucks, (U Haul, Ryder)	Not allowed

- (1) ~~Enclosed trucks such as U Haul, Ryder, etc., are not allowed to utilize the transfer station. Such vehicles are considered a safety hazard and will be turned away at the gate.~~
- (2) ~~Garbage and refuse produced by a resident's household will be accepted at the transfer station including lumber and wood items no more than four (4) feet in length and six (6)~~

~~inches in diameter. Items that will not be accepted at the transfer station include shingles, (both wooden and composite), hazardous wastes, pesticides, herbicides, tires, appliances with compressors, batteries, paints, solvents, motor oil and such other items as the utilities superintendent shall deem detrimental to the transfer station. The city will not be responsible for the negligence of patrons using the transfer station.~~

~~(b) No commercial use of the transfer station is permitted and it shall be unlawful and an offense for any person or entity to use the transfer station for commercial purposes. The determination of an individual utilizing the transfer station in a "commercial manner" is solely at the discretion of the transfer station operator based on their observance of the frequency, and types of debris being brought by the individual.~~

(a) A resident of the city with a current and active utility account for full services, will be provided four bulk collection events annually from the first business day of January to the last business day of December. Excessive amounts of brush, waste, and bulky household items will be collected quarterly at the curbside for the involuntary rate of one dollar per (\$1.00) month.

(b) Bulk waste must be generated by the owner or occupant at that residence to be eligible for collection and must be placed at the curblin for collection or as otherwise designated by the sanitation manager.

(c) Small items must be bagged or boxed. Small items lying loose on the ground will not be picked up by the bulky waste crew. They will be left for the customer to place them in the trash cart for collection.

(d) Tree trimmings and branches must be placed together in piles with individual branches not longer than eight feet. Leaves and small amounts yard waste must be bagged or boxed.

(e) Bulk waste shall be placed neatly and tightly stacked with ten feet of clearance from all obstacles, such as, power poles, mailboxes, signs, fire hydrants, cars and gas meters to allow mechanized pickup.

(f) Bulk waste shall not be placed out for collection earlier than five days preceding the scheduled bulky waste collection day.

(g) By placing bulk waste out for collection, the customer relinquishes title to the bulk item picked up. The division may decline to accept such items as household appliances, contraband, commercial construction debris, or hazardous wastes.

(h) The customer will be charged an additional fee of twenty dollars (\$20.00) for each cubic yard of bulk waste collected in excess of four cubic yards in any single collection event.

**SECTION 2.** The Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-22, is hereby amended to reads as follows:

**Sec. 18-22. - City to furnish service.**

(a) The city shall collect and dispose of garbage and other refuse as provided in this article.



- (b) Any sanitation services that the city provides through a third party entity will be billed by the city as specified in this article in addition to which there will be charged a fifteen (15) percent administrative fee for this service.
- (c) The city shall increase the sanitation rates annually to begin on May 1<sup>st</sup> based upon the Consumer Price Index (CPI) published as of March 1<sup>st</sup> of the same year.

**SECTION 3.** Municipal Collection and Disposal Service, Section 18-25, is hereby amended to read as follows:

**Sec. 18-25. - Container required; duty to use.**

- (a) Except as otherwise provided in this article, all residential customers shall place their garbage and refuse in the carts provided by the city and, beginning July 1, 2013, their recyclables in a separate cart provided for that purpose by the city.
- (b) The city shall provide one (1) cart for each residence for garbage and refuse, and one (1) cart for each residence for materials that are to be recycled. Residents are allowed to have additional refuse carts per residence from the city. These carts will be emptied on a weekly basis when the primary cart is emptied with the monthly cost to the resident of the additional carts being ~~five dollars and fifty cents~~ **seven dollars (\$7.00)** for each additional cart. **Each additional cart requested will require a one year commitment paid in monthly increments unless the customer requests its removal before the end of the year at which point the remaining cost of the commitment will be added to the utility bill.** Residential recycling carts will be emptied bi-weekly.

The resident may place normal household garbage and refuse, as defined in section 18-1 of this Code, in the refuse cart(s) for collection. Residents may place materials they wish to be recycled in the recycling cart. The resident shall be responsible for the safekeeping of the carts until such time as an inspection is made by the city and service is terminated. Should any person change residences, the person shall promptly notify the city. If any cart is lost or stolen, the resident shall promptly notify the police department of the loss or theft of the cart and obtain a case number. Lost or stolen carts will not be replaced without a case number from the police department. The city will empty the carts so long as the carts contain no more than two hundred (200) pounds of garbage and refuse in each cart during any given pickup. If a cart is damaged beyond normal wear and tear, including fire damage from improper disposal of fire ashes, the cost of replacement shall be charged to the resident at the current replacement cost of the cart. All carts shall remain the property of the city even though the resident may have paid for a replacement cart. All carts are to remain at the residence to which they are assigned. It shall be unlawful and an offense for a person to be in possession of a cart without the permission of the resident to which it is assigned. It is the responsibility of the resident to keep the cart clean. At the request of the resident, carts can be cleaned by the city. Such cleaning shall be performed for a twenty dollar (\$20.00) charge which shall be paid by the resident.

- (c) All carts to be emptied, including recycling carts, shall be placed at the curblin. Carts are not to be obstructed from view, e.g., behind parked cars, behind hedges, etc. Carts shall be placed for collection no earlier than 7:00 p.m. the day before the scheduled collection and no later than 7:00 a.m. the day of scheduled collection. The resident is required to return the carts to their regular storage place within five (5) feet of the residential structure or behind the front building line of the property by no later than 7:00 p.m. the day of scheduled

collection. Failure to return the carts by the stated time limitation above may result in a fine not to exceed fifty dollars (\$50.00) to the owner of the residence. A twenty dollar (\$20.00) call back collection fee shall be charged to empty a cart and/or pick up authorized items not at the curblin prior to 7:00 a.m. the day of scheduled collection. Any items that are not in compliance with subsection (d) below that are not picked up during collection shall be removed from the curblin by no later than 7:00 p.m. on the day of scheduled collection. Failure to remove such items not in compliance with subsection (d) by 7:00 p.m. may result in a citation for violation of section 18-6 of this Code.

- (d) Residents may not place with the carts other types of containers for collection. Garbage and refuse placed in refuse carts and recyclable materials placed in recycle carts will be the only things that will be collected during a normal collection.
- (e) Rollout service will be provided for the disabled. Any residence in which all the residents are disabled may request rollout service be performed by the city. The director shall determine the need for rollout service and to approve or disapprove requests. If the director determines that a particular residence qualifies for rollout service, the city will roll out, dump and return the carts at no extra charge.
- (f) There will be a charge of ~~fifteen~~ **twenty-five** dollars (~~\$15.00~~) (**\$25.00**) if a cart is picked up and returned for nonpayment of a sanitation bill.

**SECTION 4.** Municipal Collection and Disposal Service, Section 18-27, is hereby amended to read as follows:

**Sec. 18-27. - Residential service fees; special provisions for mobile home parks.**

- (a) Residential service shall consist of the removal of garbage and household refuse which has been placed in either 65-gallon or 95-gallon carts, which size shall be the choice of the resident, in accordance with section 18-25 of this Code. This service is deemed to be necessary to protect the health, safety and welfare of the citizens of the city, and the fees for such service are deemed necessary to pay for the removal of such garbage and household refuse to protect the health of the occupant, owner, tenant or lessee and others in the near vicinity by such removal. The fees for this service shall be as follows:
  - (1) Single-family residences, duplexes, single-family garage apartments, and apartment complexes of three units or less: ~~Fourteen dollars and forty five cents~~ **Eleven dollars and fifty eight cents** (~~\$14.45~~) (**\$11.58**) per month for a 95-gallon refuse container or ~~twelve dollars and nine cents~~ **nine dollars and twenty two cents** (~~\$12.09~~) (**\$9.22**) per month for a 65-gallon refuse container. **Residential curbside recycling will be required as a contracted sanitation service provided by a third party with mandatory participation by all residential customers. The rate for this service is four dollars and twenty-one cents (\$4.21) which includes the required 15% administrative fee as referenced in Section 18-22 in this same article. The curbside recycling rate will reflect a mandatory contractual increase of 3% annually beginning May 1<sup>st</sup> 2020.**

<b>EFFECTIVE DATE:</b>	<b>May 1, 2020</b>	<b>May 1, 2021</b>	<b>May 1, 2022</b>
<b>RATE:</b>	<b>\$4.34</b>	<b>\$4.46</b>	<b>\$4.60</b>

- (2) Apartments complexes in excess of three units: ~~eleven dollars and forty one cents~~ **twelve dollars and eighty two cents** (~~\$11.41~~) (**\$12.82**) per month per apartment, whether

vacant or occupied. For more than two (2) pickups per week, four dollars and twenty-five cents (\$4.25) additional, per apartment per pickup. Dumpsters shall be furnished for apartment complexes on the basis of a one-yard dumpster for each five (5) apartments. Any containers placed at any apartment complex in excess of three apartments that exceeds the calculated number of containers, as outlined above, will be charged at the regular commercial rate in section 18-28 of this Code for the emptying of those additional containers. Apartment complexes in excess of three apartments that utilize a commercial compactor for disposal of their garbage and refuse will be charged as indicated in section 18-22 of this Code.

- (3) Mobile home parks: ~~Fourteen dollars and forty five cents~~ **Eleven dollars and fifty eight cents (\$11.58)** per month per mobile home space, based on the highest number of spaces that are occupied during the month. **Residential curbside recycling will be required as a contracted sanitation service provided by a third party with mandatory participation by all residential customers. The rate for this service is four dollars and twenty-one cents (\$4.21) which includes the required 15% administrative fee as referenced in Section 18-22 in this same article. The curbside recycling rate will reflect a mandatory contractual increase of 3% annually beginning May 1<sup>st</sup> 2020.**

<b>EFFECTIVE DATE:</b>	<b>May 1, 2020</b>	<b>May 1, 2021</b>	<b>May 1, 2022</b>
<b>RATE:</b>	<b>\$4.34</b>	<b>\$4.46</b>	<b>\$4.60</b>

- (b) In any mobile home park in which the spaces are jointly and commonly metered, the owner of such park shall bear the responsibility of certifying monthly to the city clerk the largest number of mobile homes then located within that park during that month whether connected to service or not. Such certification shall be sworn to before a notary public in such form as the city manager may from time to time prescribe and shall be submitted to the city clerk on the first working day of the month following the month in question. The monthly utility bill for that park shall be computed by multiplying the applicable rates by the largest number of mobile homes within the park during the month in question. In the event the city clerk does not receive the required certification (regardless of the reason for such nonreceipt), then the park shall be conclusively deemed to have been fully occupied for the month in question. It shall be unlawful and an offense to submit a certification to the city setting forth less than the number of mobile homes actually located in a park as of the date and time set forth in the certification. Violation of this section shall, upon conviction, subject the person signing such certification to a fine of one hundred dollars (\$100.00) and, in addition, the park shall be conclusively deemed to have been fully occupied for the month in question.
- (c) The type of collection service provided, either as individual residences or through centralized sanitation containers, shall be determined by the utilities superintendent; provided, however, that should the utilities superintendent approve the placement of centralized sanitation containers in a mobile home park, the following provisions shall apply:
- (1) The charges for sanitation services shall be the same for collection from centralized sanitation containers as previously established for mobile home parks in general.
  - (2) The centralized sanitation container shall be placed on a concrete pad, which must be provided by the park, of no less than six (6) feet in width, eight (8) feet in length and

three (3) inches in thickness. At no time shall the dumpster rest upon or require moving across open ground or other soft surfaces.

- (3) The utilities superintendent shall review the proposed locations of such pads and verify that they are easily and safely accessible for collection prior to their construction.
- (4) At no time shall any items be collected from centralized sanitation containers other than those defined as normal household garbage or refuse. The owner, agent or manager of the mobile home park shall be liable for all damages to a city vehicle caused by inappropriate items concealed in a centralized sanitation container and the owner, agent or manager shall make payment for such damages to the city upon receipt of the statement of damages and costs.
- (5) Should the collector be unable to collect the refuse from a centralized sanitation container because of it containing inappropriate items or because access is blocked, no unscheduled return trip will be made unless the standard special collection fee is paid.

**SECTION 5.** Municipal Collection and Disposal Service, Section 18-28, is hereby amended to read as follows:

**Sec. 18-28. - Business and commercial services fees.**

- (a) The minimum charge for commercial sanitation dumpster shall be at the shared rate of a four-yard dumpster serviced ~~twice~~ **once** per ~~month~~-**week** per business, unless the ~~director~~ **superintendent** has allowed the business to be serviced by a residential cart in which case the minimum charge per month shall be twenty-eight dollars and fifty-three cents (\$28.53) without bi-weekly recycling or ~~thirty-one dollars and fifty-four cents~~ **thirty six dollars and fifty-eight cents** (~~\$31.54~~) (**\$36.58**) with bi-weekly recycling. Sharing of dumpsters by businesses will be allowed on a case by case basis, based on space limitation, fire lane location, etc. These must be approved by the director and will be assessed the "shared fee" listed below regardless of how many businesses share the same dumpster.
- (b) Where the city furnishes a four-, six-, or eight-yard dumpster, or a "roll-out" container such as a cart, the following fee schedule shall be charged per month:

Container/Service	Fee	Shared
<i>Cart:</i>		
1-Pickup per week per cart	\$ 28.53	Not allowed
1-Pickup per week w/bi-weekly recycling	<del>31.54</del> <b>36.58</b>	<b>Not allowed</b>
<i>4-Yard Box:</i>		
1-Pickup per week	\$ <del>78.84</del> <b>80.54</b>	\$ <del>39.42</del> <b>40.27</b>
	<del>120.34</del> <b>161.07</b>	<del>60.17</del> <b>80.54</b>
3-Pickups per week	<del>164.95</del> <b>241.61</b>	<del>82.47</del> <b>120.80</b>
4-Pickups per week	<del>209.56</del> <b>322.15</b>	<del>104.78</del> <b>161.07</b>
<del>5-Pickups per week</del>	<del>253.13</del>	<del>126.56</del>

6-Pickups per week	303.96	151.98
2-Pickups per month	58.61	29.31
Recycling 1-Pickup per Week	\$52.36	Not allowed
Recycling 2-Pickup per Month	\$31.42	Not allowed
<i>6-Yard Box:</i>		
1-Pickup per week	\$ <del>97.52</del> 89.54	\$ <del>48.76</del> 44.77
2-Pickups per week	<del>151.46</del> 187.76	<del>75.73</del> 93.88
3-Pickups per week	<del>203.33</del> 281.64	<del>101.67</del> 140.82
4-Pickups per week	<del>255.20</del> 375.52	<del>127.60</del> 187.76
5-Pickups per week	<del>309.15</del> 469.40	<del>154.57</del> 234.70
6-Pickups per week	371.39	185.70
2-Pickups per month	72.62	36.31
Recycling 1-Pickup per Week	\$78.55	Not allowed
Recycling 2-Pickup per Month	\$47.13	Not allowed
<i>8-Yard Box:</i>		
1-Pickup per week	\$ <del>117.75</del> 98.19	\$ <del>58.87</del> 49.10
2-Pickups per week	<del>181.55</del> 196.39	<del>90.77</del> 98.19
3-Pickups per week	<del>254.16</del> 294.58	<del>127.08</del> 147.29
4-Pickups per week	<del>316.41</del> 392.77	<del>158.20</del> 196.39
5-Pickups per week	<del>378.65</del> 490.97	<del>189.33</del> 245.48
6-Pickups per week	<del>451.27</del> 589.16	<del>225.64</del> 294.58
2-Pickups per month	93.37	46.68
Recycling 1-Pickup per Week	\$104.73	Not allowed
Recycling 2-Pickup per Month	\$62.84	Not allowed

- (c) Where additional (special) pickups are requested, a minimum fee of ~~fifty dollars (\$50.00)~~ **the once a week service rate for the size of the container the customer possesses** will be charged per emptied dumpster. The director shall base additional charges on time required to perform the additional (special pickup) and on the basis of manpower and equipment available.
- (d) Commercial accounts that utilize a solid waste compactor serviced by the city front loader vehicles will be charged based on the listed compaction rate for that compactor times the service frequency and size of container.

- (e) Commercial accounts that utilize four (4), six (6), or eight (8) yard trash or recycling containers will be charged fifty dollars (\$50.00) for delivery or removal of the container.

**SECTION 6.** Municipal Collection and Disposal Service, Section 18-31, is hereby amended to reads as follows:

**Sec. 18-31. - Special charge for restoration of service to commercial establishments.**

In the event service is discontinued for nonpayment and the dumpster or dumpsters, **whether or not they are shared**, are picked up by the sanitation department, a ~~twenty~~ **fifty** dollar ~~(\$20.00)~~ **(\$50.00)** fee for reinstatement will be paid before said dumpsters are returned.

**SECTION 7. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 8. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the \_\_\_\_ day of \_\_\_\_\_, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

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

ATTEST:

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

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

\_\_\_\_\_  
HEATHER POOLE, City Attorney

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 18, GARBAGE AND REFUSE, BY AMENDING ARTICLE I, IN GENERAL, SECTION 18-8, BULK WASTE COLLECTION; ARTICLE II, MUNICIPAL COLLECTION AND DISPOSAL SERVICE, SECTION 18-22(c), CITY TO FURNISH SERVICE, SECTION 18-25(b), 18-25(f), 18-25(g), CONTAINER REQUIRED; DUTY TO USE; SECTION 18-27(a), RESIDENTIAL SERVICE FEES; SPECIAL PROVISIONS FOR MOBILE HOME PARKS; SECTION 18-28, BUSINESS AND COMMERCIAL SERVICE FEES; SECTION 18-31, SPECIAL CHARGE FOR RESTORATION OF SERVICE TO COMMERCIAL ESTABLISHMENTS; AND PROVIDING FOR REPEALER AND SEVERABILITY.**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDWEST CITY THAT:

**ORDINANCE**

**SECTION 1.** The Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article I, In General, Section 18-8, is hereby amended to reads as follows:

**Sec. 18-8. - Bulk waste collection.**

- (a) A resident of the city with a current and active utility account for full services, will be provided four bulk collection events annually from the first business day of January to the last business day of December. Excessive amounts of brush, waste, and bulky household items will be collected quarterly at the curbside for the involuntary rate of one dollar per (\$1.00) month.
- (b) Bulk waste must be generated by the owner or occupant at that residence to be eligible for collection and must be placed at the curblineline for collection or as otherwise designated by the sanitation manager.
- (c) Small items must be bagged or boxed. Small items lying loose on the ground will not be picked up by the bulky waste crew. They will be left for the customer to place them in the trash cart for collection.
- (d) Tree trimmings and branches must be placed together in piles with individual branches not longer than eight feet. Leaves and small amounts yard waste must be bagged or boxed.
- (e) Bulk waste shall be placed neatly and tightly stacked with ten feet of clearance from all obstacles, such as, power poles, mailboxes, signs, fire hydrants, cars and gas meters to allow mechanized pickup.
- (f) Bulk waste shall not be placed out for collection earlier than five days preceding the scheduled bulky waste collection day.
- (g) By placing bulk waste out for collection, the customer relinquishes title to the bulk item picked up. The division may decline to accept such items as household appliances, contraband, commercial construction debris, or hazardous wastes.

- (h) The customer will be charged an additional fee of twenty dollars (\$20.00) for each cubic yard of bulk waste collected in excess of four cubic yards in any single collection event.

**SECTION 2.** The Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-22, is hereby amended to reads as follows:

**Sec. 18-22. - City to furnish service.**

- (a) The city shall collect and dispose of garbage and other refuse as provided in this article.
- (b) Any sanitation services that the city provides through a third party entity will be billed by the city as specified in this article in addition to which there will be charged a fifteen (15) percent administrative fee for this service.
- (c) The city shall increase the sanitation rates annually to begin on May 1<sup>st</sup> based upon the Consumer Price Index (CPI) published as of March 1<sup>st</sup> of the same year.

**SECTION 3.** Municipal Collection and Disposal Service, Section 18-25, is hereby amended to reads as follows:

**Sec. 18-25. - Container required; duty to use.**

- (a) Except as otherwise provided in this article, all residential customers shall place their garbage and refuse in the carts provided by the city and, beginning July 1, 2013, their recyclables in a separate cart provided for that purpose by the city.
- (b) The city shall provide one (1) cart for each residence for garbage and refuse, and one (1) cart for each residence for materials that are to be recycled. Residents are allowed to have additional refuse carts per residence from the city. These carts will be emptied on a weekly basis when the primary cart is emptied with the monthly cost to the resident of the additional carts being seven dollars (\$7.00) for each additional cart. Each additional cart requested will require a one year commitment paid in monthly increments unless the customer requests its removal before the end of the year at which point the remaining cost of the commitment will be added to the utility bill. Residential recycling carts will be emptied bi-weekly.

The resident may place normal household garbage and refuse, as defined in section 18-1 of this Code, in the refuse cart(s) for collection. Residents may place materials they wish to be recycled in the recycling cart. The resident shall be responsible for the safekeeping of the carts until such time as an inspection is made by the city and service is terminated. Should any person change residences, the person shall promptly notify the city. If any cart is lost or stolen, the resident shall promptly notify the police department of the loss or theft of the cart and obtain a case number. Lost or stolen carts will not be replaced without a case number from the police department. The city will empty the carts so long as the carts contain no more than two hundred (200) pounds of garbage and refuse in each cart during any given pickup. If a cart is damaged beyond normal wear and tear, including fire damage from improper disposal of fire ashes, the cost of replacement shall be charged to the resident at the current replacement cost of the cart. All carts shall remain the property of the city even though the resident may have paid for a



replacement cart. All carts are to remain at the residence to which they are assigned. It shall be unlawful and an offense for a person to be in possession of a cart without the permission of the resident to which it is assigned. It is the responsibility of the resident to keep the cart clean. At the request of the resident, carts can be cleaned by the city. Such cleaning shall be performed for a twenty dollar (\$20.00) charge which shall be paid by the resident.

- (c) All carts to be emptied, including recycling carts, shall be placed at the curb-line. Carts are not to be obstructed from view, e.g., behind parked cars, behind hedges, etc. Carts shall be placed for collection no earlier than 7:00 p.m. the day before the scheduled collection and no later than 7:00 a.m. the day of scheduled collection. The resident is required to return the carts to their regular storage place within five (5) feet of the residential structure or behind the front building line of the property by no later than 7:00 p.m. the day of scheduled collection. Failure to return the carts by the stated time limitation above may result in a fine not to exceed fifty dollars (\$50.00) to the owner of the residence. A twenty dollar (\$20.00) call back collection fee shall be charged to empty a cart and/or pick up authorized items not at the curblines prior to 7:00 a.m. the day of scheduled collection. Any items that are not in compliance with subsection (d) below that are not picked up during collection shall be removed from the curblines by no later than 7:00 p.m. on the day of scheduled collection. Failure to remove such items not in compliance with subsection (d) by 7:00 p.m. may result in a citation for violation of section 18-6 of this Code.
- (d) Residents may not place with the carts other types of containers for collection. Garbage and refuse placed in refuse carts and recyclable materials placed in recycle carts will be the only things that will be collected during a normal collection.
- (e) Rollout service will be provided for the disabled. Any residence in which all the residents are disabled may request rollout service be performed by the city. The director shall determine the need for rollout service and to approve or disapprove requests. If the director determines that a particular residence qualifies for rollout service, the city will roll out, dump and return the carts at no extra charge.
- (f) There will be a charge of twenty-five dollars (\$25.00) if a cart is picked up and returned for nonpayment of a sanitation bill.

**SECTION 4.** Municipal Collection and Disposal Service, Section 18-27, is hereby amended to read as follows:

**Sec. 18-27. - Residential service fees; special provisions for mobile home parks.**

- (a) Residential service shall consist of the removal of garbage and household refuse which has been placed in either 65-gallon or 95-gallon carts, which size shall be the choice of the resident, in accordance with section 18-25 of this Code. This service is deemed to be necessary to protect the health, safety and welfare of the citizens of the city, and the fees for such service are deemed necessary to pay for the removal of such garbage and household refuse to protect the health of the occupant, owner, tenant or lessee and others in the near vicinity by such removal. The fees for this service shall be as follows:
  - (1) Single-family residences, duplexes, single-family garage apartments, and apartment complexes of three units or less: Eleven dollars and fifty eight cents (\$11.58) per month for a 95-gallon refuse container or nine dollars and twenty two cents (\$9.22) per month for a 65-gallon refuse container. Residential curbside recycling will be required as a

contracted sanitation service provided by a third party with mandatory participation by all residential customers. The rate for this service is four dollars and twenty-one cents (\$4.21) which includes the required 15% administrative fee as referenced in Section 18-22 in this same article. The curbside recycling rate will reflect a mandatory contractual increase of 3% annually beginning May 1<sup>st</sup> 2020.

EFFECTIVE DATE:	May 1, 2020	May 1, 2021	May 1, 2022
RATE:	\$4.34	\$4.46	\$4.60

- (2) Apartments complexes in excess of three units: twelve dollars and eighty two cents (\$12.82) per month per apartment, whether vacant or occupied. For more than two (2) pickups per week, four dollars and twenty-five cents (\$4.25) additional, per apartment per pickup. Dumpsters shall be furnished for apartment complexes on the basis of a one-yard dumpster for each five (5) apartments. Any containers placed at any apartment complex in excess of three apartments that exceeds the calculated number of containers, as outlined above, will be charged at the regular commercial rate in section 18-28 of this Code for the emptying of those additional containers. Apartment complexes in excess of three apartments that utilize a commercial compactor for disposal of their garbage and refuse will be charged as indicated in section 18-22 of this Code.
- (3) Mobile home parks: Eleven dollars and fifty cents (\$11.58) per month per mobile home space, based on the highest number of spaces that are occupied during the month. Residential curbside recycling will be required as a contracted sanitation service provided by a third party with mandatory participation by all residential customers. The rate for this service is four dollars and twenty-one cents (\$4.21) which includes the required 15% administrative fee as referenced in Section 18-22 in this same article. The curbside recycling rate will reflect a mandatory contractual increase of 3% annually beginning May 1<sup>st</sup> 2020.

EFFECTIVE DATE:	May 1, 2020	May 1, 2021	May 1, 2022
RATE:	\$4.34	\$4.46	\$4.60

- (b) In any mobile home park in which the spaces are jointly and commonly metered, the owner of such park shall bear the responsibility of certifying monthly to the city clerk the largest number of mobile homes then located within that park during that month whether connected to service or not. Such certification shall be sworn to before a notary public in such form as the city manager may from time to time prescribe and shall be submitted to the city clerk on the first working day of the month following the month in question. The monthly utility bill for that park shall be computed by multiplying the applicable rates by the largest number of mobile homes within the park during the month in question. In the event the city clerk does not receive the required certification (regardless of the reason for such nonreceipt), then the park shall be conclusively deemed to have been fully occupied for the month in question. It shall be unlawful and an offense to submit a certification to the city setting forth less than the number of mobile homes actually located in a park as of the date and time set forth in the certification. Violation of this section shall, upon conviction, subject the person signing such certification to a fine of one hundred dollars (\$100.00) and, in addition, the park shall be conclusively deemed to have been fully occupied for the month in question.

- (c) The type of collection service provided, either as individual residences or through centralized sanitation containers, shall be determined by the utilities superintendent; provided, however, that should the utilities superintendent approve the placement of centralized sanitation containers in a mobile home park, the following provisions shall apply:
- (1) The charges for sanitation services shall be the same for collection from centralized sanitation containers as previously established for mobile home parks in general.
  - (2) The centralized sanitation container shall be placed on a concrete pad, which must be provided by the park, of no less than six (6) feet in width, eight (8) feet in length and three (3) inches in thickness. At no time shall the dumpster rest upon or require moving across open ground or other soft surfaces.
  - (3) The utilities superintendent shall review the proposed locations of such pads and verify that they are easily and safely accessible for collection prior to their construction.
  - (4) At no time shall any items be collected from centralized sanitation containers other than those defined as normal household garbage or refuse. The owner, agent or manager of the mobile home park shall be liable for all damages to a city vehicle caused by inappropriate items concealed in a centralized sanitation container and the owner, agent or manager shall make payment for such damages to the city upon receipt of the statement of damages and costs.
  - (5) Should the collector be unable to collect the refuse from a centralized sanitation container because of it containing inappropriate items or because access is blocked, no unscheduled return trip will be made unless the standard special collection fee is paid.

**SECTION 5.** Municipal Collection and Disposal Service, Section 18-28, is hereby amended to reads as follows:

**Sec. 18-28. - Business and commercial services fees.**

- (a) The minimum charge for commercial sanitation dumpster shall be at the shared rate of a four-yard dumpster serviced once per week per business, unless the superintendent has allowed the business to be serviced by a residential cart in which case the minimum charge per month shall be twenty-eight dollars and fifty-three cents (\$28.53) without bi-weekly recycling or thirty six dollars and fifty-eight cents (\$36.58) with bi-weekly recycling. Sharing of dumpsters by businesses will be allowed on a case by case basis, based on space limitation, fire lane location, etc. These must be approved by the director and will be assessed the "shared fee" listed below regardless of how many businesses share the same dumpster.
- (b) Where the city furnishes a four-, six-, or eight-yard dumpster, or a "roll-out" container such as a cart, the following fee schedule shall be charged per month:

Container/Service	Fee	Shared
<i>Cart:</i>		

1-Pickup per week per cart	\$ 28.53	Not allowed
1-Pickup per week w/bi-weekly recycling	36.58	Not Allowed
<i>4-Yard Box:</i>		
1-Pickup per week	\$ 80.54	\$ 40.27
2-Pickups per week	161.07	80.54
3-Pickups per week	241.61	120.80
4-Pickups per week	322.15	161.07
Recycling 1-Pickup per Week	\$52.36	Not allowed
Recycling 2-Pickup per Month	\$31.42	Not allowed
<i>6-Yard Box:</i>		
1-Pickup per week	\$ 89.54	\$ 44.77
2-Pickups per week	187.76	93.88
3-Pickups per week	281.64	140.82
4-Pickups per week	375.52	187.76
5-Pickups per week	469.40	234.70
Recycling 1-Pickup per Week	\$78.55	Not allowed
Recycling 2-Pickup per Month	\$47.13	Not allowed
<i>8-Yard Box:</i>		
1-Pickup per week	\$ 98.19	\$ 49.10
2-Pickups per week	196.39	98.19
3-Pickups per week	294.58	147.29
4-Pickups per week	392.77	196.39
5-Pickups per week	490.97	245.48
6-Pickups per week	589.16	294.58
Recycling 1-Pickup per Week	\$104.73	Not allowed
Recycling 2-Pickup per Month	\$62.84	Not allowed

(c) Where additional (special) pickups are requested, a minimum fee of the once a week service rate for the size of the container the customer possesses will be charged per

emptied dumpster. The director shall base additional charges on time required to perform the additional (special pickup) and on the basis of manpower and equipment available.

- (d) Commercial accounts that utilize a solid waste compactor serviced by the city front loader vehicles will be charged based on the listed compaction rate for that compactor times the service frequency and size of container.
- (e) Commercial accounts that utilize four (4), six (6), or eight (8) yard trash or recycling containers will be charged fifty dollars (\$50.00) for delivery or removal of the container.

**SECTION 6.** Municipal Collection and Disposal Service, Section 18-31, is hereby amended to read as follows:

**Sec. 18-31. - Special charge for restoration of service to commercial establishments.**

In the event service is discontinued for nonpayment and the dumpster or dumpsters, whether or not they are shared, are picked up by the sanitation department, a fifty dollar (\$50.00) fee for reinstatement will be paid before said dumpsters are returned.

**SECTION 7. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 8. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the \_\_\_\_ day of \_\_\_\_\_, 2019.

THE CITY OF MIDWEST CITY, OKLAHOMA

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

ATTEST:

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

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

\_\_\_\_\_  
HEATHER POOLE, City Attorney



**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 City Council

**FROM:** Vaughn K. Sullivan, Public Works Director

**DATE:** February 26, 2019

**SUBJECT:** Discussion and consideration of terminating the Facility Lease Contract with the Oklahoma Spartans Youth Organization (OSYO) for use of Tel Star North Football Complex in Tel Star North Park effective February 26, 2019, due to breaches associated with the Facility Lease and Services contracts.

At the August 28, 2018 council meeting, City Council reviewed the OSYO Financial Report and Financial Position statements. The financial reports submitted did not conform to the Finance Director's, and ultimately City Council's, recommendations (See attached OYSO Financial Report and Financial Report dated 8-21-18.). The Council instructed the OSYO President to work with the Finance Director in order to ensure that acceptable accounting practices were put in place and report back in January with financial statements for the 2018 football season (July 1, 2018 through December 31, 2018). After several reminders of the pending yearend deadline were sent to the OSYO President via email, the financial reports were submitted to staff (See attached OYSO Financial Report and Financial Position Report dated 1-1-19.).

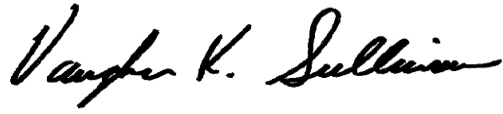
Considering that the financial reports are replete with zeros, especially items associated with revenues and expense, city staff can only assume that the activities spelled out in paragraph one of the lease have not been properly performed (See Facility Lease Contract attached).

In addition, the reports show zero expenses associated with the purchase of insurance. Paragraph 13 of the lease requires OYSO to maintain insurance. Once again, city staff can only assume that there has been no insurance purchased during the reporting period.

Equally important, you can see in Mr. Gilles' memo that the Finance Director has repeatedly requested that OSYO open a banking account and conduct all transaction for the organization through a bank account. According to the Financial documents submitted OYSO has not followed the Finance Director's advice.

Finally, as pointed out by Fran Gilles, Parks and Recreation Manager, in his memo dated January 23, 2019, there have been repeated violations associated with the Services Contract. And, as provided by the zeros on all expense items listed in the financial report, it is apparent that there have been no expenditures associated with required items in paragraphs 3.b), h), i), j), k), l), q), s), t) and v). Therefore, staff must assume that OYSO is not properly funding these activities and items as required by the Services Contract.

As provided in paragraph seventeen of the lease, staff is recommending, for the listed violations above, the lease with OSYO be terminated effective immediately.



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Vaughn K. Sullivan  
Public Works Director

Attachments:

- OYSO Financial Position Report and Income & Expense Report as of 8-21-18
- OYSO Financial Position Report and Income & Expense Report as of 1-1-19
- Fran Gilles, Parks and Recreation Manager Memo 1-23-19
- Facility Lease Contract 6-14-16
- Services Contract 7-1-18

8/21/18

**FINANCIAL REPORT**

(Must cover 12 month period)

\*An Excel spreadsheet may be used with this information included\*

Organization Name: Oklahoma Spartans Youth Club

A. BEGINNING Balance as of	<u>1st Day of July 2017</u>	\$ 0.00 (A)
	Date	Amount (must match beginning balance on first bank statement of reporting period)
B. Revenues:		
Fundraisers		\$ 0.00
Donations		\$ 2000.00
League Fees		\$ 4,050.00
Tournament Fees		\$ 0.00
Gate Fees		\$ 0.00
Sponsors		\$ 3550.00
Concessions		\$ 0.00
Other _____		\$ 0.00
	List	
Total Revenue:		\$ 9,600.00 (B)
C. Total AVAILABLE (A+B)		\$ 9,600.00 (C)
D. Expenses		
Coaches		\$ 0.00
Referees		\$ 4800.00
Tournament Expenses		\$ 0.00
Supplies		\$ 0.00
Utilities		\$ 0.00
Bank Fees		\$ 0.00
Concession (Cost of Goods Sold)		\$ 887.50



Concession Equipment	\$ 0.00	
Program Equipment	\$ 0.00	
Dues & Subscriptions	\$ 0.00	
Other <u>Field Service, spray Mower</u> List	\$ 4,800.00	
<b>Total Expenses:</b>	<b>\$ 9,600.00</b>	(D)
<b>REVENUE OVER/UNDER EXPENSES (B MINUS D)</b>	<b>\$ 0.00</b>	
<b>ENDING Balance as of (C Minus D)</b> <u>Last Day of June 2018</u> Date	<b>\$ 0.00</b>	<b>Amount (must match ending balance on last bank statement of reporting period)</b>

**Information that must be attached to Financial Report:**

1. Copies of bank statements.
2. Copies of general ledger (must be legible or will be returned).
3. List of organization's officers.

**Items that must be available upon request:**

1. Receipts/Invoices with check number or date of purchase (for electronic purchases) written in.
2. Copies of all organization IRS forms submitted.

**Financial Position**

(Must cover 12 month period)

\*An Excel spreadsheet may be used with this information included\*

Organization Name: Oklahoma Spartans Youth Club

**Assets:**

**Cash Balance** 0.00  
List all bank account balances for last day of reporting period.

**Machinery & Equipment** 0.00  
For each item, list serial number, description, & purchase price.  
List everything having a useful life of more than one year & over \$250 purchase price.

**Total Assets:** 0.00 (A)

**Liabilities:**

**Loan Balances** 0.00  
List balance on last day of reporting period.

**Credit Card Balances** 0.00  
List balance on last day of reporting period.

**Accounts Payable** 0.00  
List balance for all accounts outstanding for more than 90 days (overdue) on last day of reporting period.

**Total Liabilities:** 0.00 (B)

**Total Equity: (A-B)** 0.00

1/1/19

**FINANCIAL REPORT**

(Must cover 12 month period)

\*An Excel spreadsheet may be used with this information included\*

Organization Name: Oklahoma Spartans Youth Club

<b>A. BEGINNING Balance as of</b>	<u>1st Day of July</u> <u>2018</u> Date	<u>\$ 0.00</u> (A)
<b>B. Revenues:</b>		
Fundraisers		<u>\$ 0.00</u>
Donations		<u>\$ 0.00</u>
League Fees		<u>\$ 0.00</u>
Tournament Fees		<u>\$ 0.00</u>
Gate Fees		<u>\$ 0.00</u>
Sponsors		<u>\$ 0.00</u>
Concessions		<u>\$ 0.00</u>
Other _____		<u>\$ 0.00</u>
	List	
<b>Total Revenue:</b>		<u>\$ 0.00</u> (B)
<b>C. Total AVAILABLE (A+B)</b>		<u>\$ 0.00</u> (C)
<b>D. Expenses</b>		
Coaches		<u>\$ 0.00</u>
Referees		<u>\$ 0.00</u>
Tournament Expenses		<u>\$ 0.00</u>
Supplies		<u>\$ 0.00</u>
Utilities		<u>\$ 0.00</u>
Bank Fees		<u>\$ 0.00</u>
Concession (Cost of Goods Sold)		<u>\$ 0.00</u>

Concession Equipment	\$ 0.00
Program Equipment	\$ 0.00
Dues & Subscriptions	\$ 0.00
Other _____ List	\$ 0.00
<b>Total Expenses:</b>	\$ 0.00 (D)
<b>REVENUE OVER/UNDER EXPENSES (B MINUS D)</b>	\$ 0.00
<b>ENDING Balance as of (C Minus D) <u>Last Day of Dec 2018</u></b> Date	\$ 0.00 Amount (must match ending balance on last bank statement of reporting period)

**Information that must be attached to Financial Report:**

1. Copies of bank statements.
2. Copies of general ledger (must be legible or will be returned).
3. List of organization's officers.

**Items that must be available upon request:**

1. Receipts/Invoices with check number or date of purchase (for electronic purchases) written in.
2. Copies of all organization IRS forms submitted.

**Financial Position**

(Must cover 12 month period)

\*An Excel spreadsheet may be used with this information included\*

**Organization Name:**

Oklahoma Spartans Youth Club

**Assets:**

**Cash Balance**

List all bank account balances for last day of reporting period.

0.00

**Machinery & Equipment**

For each item, list serial number, description, & purchase price.  
List everything having a useful life of more than one year & over \$250 purchase price.

0.00

**Total Assets:**

0.00 (A)

**Liabilities:**

**Loan Balances**

List balance on last day of reporting period.

0.00

**Credit Card Balances**

List balance on last day of reporting period.

0.00

**Accounts Payable**

List balance for all accounts outstanding for more than 90 days (overdue) on last day of reporting period.

0.00

**Total Liabilities:**

0.00 (B)

**Total Equity: (A-B)**

0.00

List Of OSYC Officers  
Dion Williams  
Marcus Smith  
Terry Simmons  
Moe Barker  
Stacie Williams



**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: Vaughn K. Sullivan, Public Works Director

FROM: Fran Gilles, Parks & Recreation Manager

DATE: January 23, 2019

SUBJECT: Oklahoma Spartans Youth Organization (OYSO) troubled history

#### **General Background**

- In 2015 OSYO was awarded the Facility Lease Agreement to run youth football at Tel-Star North for one year. On July 1, 2016 the Facility Lease Agreement was extended until June 30, 2021.
- First year went well; OSYO did everything expected of them. They had some league games and some big tournaments.
- In October 2016 the City got a phone call about teams not getting the number of league games they were supposed to get. That matter was eventually settled but those teams did not return to the league.

#### **Restroom Trailer**

- At the beginning of the lease the City allowed OSYO to use the City's new restroom trailer. Due to the blatant disregard for the care of the restroom, the City revoked this privilege.

#### **Upkeep of the property**

- On November 16, 2016 the City sent OSYO an email saying how the complex needed mowed.
- On May 24, 2017 the City sent OSYO an email saying the grass need to be mowed.
- On August 7, 2017 the City sent OSYO an email that there was a lot of trash and debris left over from a tournament.
- On August 22, 2017 the City sent OSYSO an email saying the grass was too tall and that the City was were putting them on notice that the complex needs to be kept in better shape.
- On September 18, 2017 Vaughn Sullivan and Fran Gilles had a meeting with OYSO President Dion Williams about taking care of the property. He was shown pictures of the height of the grass and that it needed to be mowed immediately. We also discussed about fertilization of the complex as well.
- On September 21, 2017 the City sent OYSO an email asking when the complex was going to be mowed. The City also told him that the tall grass was a violation of the City Code on tall grass and weeds and that Code Enforcement may get involved and could issue a citation for the violation.
- On September 26, 2017 Code Enforcement gave a code violation for tall grass and weeds.

- On October 24, 2017 the City sent OSYO an email informing them about the trash and debris that were left throughout the complex from the previous weekend's tournament. Once again the City reminded them that the complex and equipment were not being maintained to the City's standard that was originally agreed to by the OSYO.
- On December 4, 2017 Vaughn Sullivan, Christy Barron and Fran Gilles met with OYSO President Dion Williams about our expectations of how the complex should be kept and about OYSO's Financial Report.
- On July 31, 2018 we sent OYSO a directed email saying that the complex needed to be mowed and that Code Enforcement would once again issue a citation of not taken care of.
- On July 31, 2018 Code Enforcement issued OSYO a citation for tall grass and weeds.
- On August 3, 2018 the City sent OYSO a very disconcerted email about the condition of the fields at the complex for the weekend's upcoming tournament. The complex needed to be trimmed and there were piles of thatch stacked all around the complex. The City was concerned about the safety of the youth playing on the fields, in addition to the embarrassment to the City for the condition of the complex.
- On September 14, 2018 the City sent OYSO another email telling them how high the grass is at the complex and that it needed to be trimmed.
- On January 25, 2019 the City emailed OYSO telling them the lights were on one of the fields. OYSO President Dion Williams emailed the City saying he would turn the lights later that day around 5:00 PM. On Monday January 28, 2019, the City was notified by a citizen that the lights were still on at one the fields. The City emailed OYSO President Dion Williams that lights were still. The City got no response back. The Parks & Recreation Manager went out to Tel- Star and turned the lights off on January 28, 2019 at 11:30 AM.

### **Tournaments and League Games**

- When OYSO first started in 2015 and 2016, OYSO had several tournaments in the fall time and several nights of league play.
- In the fall of 2017 there was very little league play and only a couple tournaments.
- In fall of 2018 there was no league play and only one tournament.

### **Financial Reports**

- Part of the terms in the Facility Lease Agreement is that all youth sports organizations are to turn in a yearly financial statement to the City Council for their approval.
- For the calendar year 2015 OYSO turned in an acceptable statement for City Councils approval.
- For the calendar year 2016 OYSO Financial Statement was not an acceptable report. The Council had some questions regarding the income on concession sales and gate collection.
- As a result of the unacceptable financial statements by OYSO, City Council required all youth sports organizations yearly financial statements be approved by the City's Finance Director before being submitted to City Council for approval.
- At the August 28, 2018 City Council meeting the Finance Director could not approve the OYSO calendar year 2017 financial statement because she could not verify the amounts reported were complete and accurate since OYSO was conducting most of its transactions in cash and not running

them through their bank account. Therefore, there was no documentation to support the amounts reported in the statements..

- City Council instructed OYSO President Dion Williams to work with the City's Finance Director in getting their finances in order, and to prepare year-end financial statements for calendar year 2018 in January.
- On January 7, 2019 OYSO turned in their calendar year 2018 Financial Statements with zero's in each of the line items. OYSO President Dion Williams stated that after the August City Council meeting there would not be (a) a player's fee; (b) all employees were coaches and wives that volunteered; (c) all services for the fields would be donated out of his personal account; (d) concessions stand would be ran by volunteers and restocked by personal funds, and (e) any equipment that was needed or replaced was his personal property. Mr. Williams had previously indicated that OYSO would open a bank account to transact club business in August, 2018. However, when the calendar year 2018 financial statements were turned in no bank statements were included. Mr. Williams stated the above changes were made so that the club would not be handling cash and no bank account would be needed. However, cash donations and property donations to the club should be run through a club bank account so there is a record to support the club's business. Mr. Williams never called or emailed to ask any questions about if what he was doing would be okay. Numerous contacts were made to him or were attempted to be made and he still never asked.

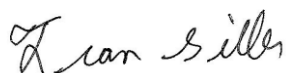
#### **Finance Directors Communication with OYSO**

- December 4, 2017 – Christy Barron and Fran Gilles met with OYSO President Dion Williams to discuss calendar year 2016 statements submitted to council for approval and supporting documentation that would be needed to approve financial statements. It was noted that the bank statements submitted did not agree to financial statements. Mr. Williams indicated that many items were being handled in cash and not run through their bank account. Ms. Barron informed Mr. Williams that everything needs to be run through bank account so there is supporting documentation on amounts reported on the financial statements.
- August 6, 2018 - Received calendar year 2017 financials.
- August 13, 2018 – Christy Barron met with OYSO President Dion Williams to discuss calendar year 2017 financials that were submitted and went over what supporting documentation he needed to turn in for council approval (i.e. bank statements, list of officers, etc.).
- August 21, 2018 – City Finance Director Christy Barron received documents requested. Christy Barron and OYSO President Dion Williams discussed that prior conversation directing him to run everything through bank account did not occur until after calendar year 2017's football season was over. Therefore, the calendar year 2017 statements did not agree to bank statements either because that direction was not given until it was too late to change anything for calendar year 2017. Ms. Barron noted that football club bank statements were only provided through April, 2018. She discussed this with Mr. Williams and he indicated that he closed the account at the end of April, 2018. Ms. Barron asked Mr. Williams why he would close bank account when he has been instructed to start running everything through the account. He indicated that no activity happens until fall. Mr. Williams further indicated he would be opening a new bank account for the football club at Mid First Bank at the end of August, 2018 to be used for calendar year 2018 football season. Mr. Williams was instructed to run everything through that bank account. Mr. Williams indicated that he would not be charging gate fees during 2018. He indicated there would be a registration fee to cover umpire fees. Ms. Barron told him that registration fees needed to be deposited in club bank account with payments to umpires made from that account as well. She also told him that all money received from concession sales needs to be deposited timely into the bank account and when the club purchases items to sale in the concession those transactions should run through that



bank account as well. Mr. Williams was also instructed to contact Ms. Barron with any questions he may have during the season.

- August 28, 2018 - Calendar Year 2017 financial statements were placed on council agenda. Updated council on events.
- September 11, 2018 – Christy Barron requested 2018 football schedule from OYSO President Dion Williams with intent to stop by during a home game to observe that gate fees were not being charged, as stated by OYSO President Dion Williams, and observe if a concession was being run.
- September 25, 2018 – No response was received to request for football schedule so second request was sent to OYSO President Dion Williams. Mr. Williams directed Ms. Barron to a website which contained a listing of club football schedule. It was noted that season ended in mid-October and only one home game was left on the schedule by the time she received a copy of the schedule.
- October 18, 2018 – Christy Barron went to football field for the last home game according to on-line schedule provided by OYSO President Dion Williams. No games were being played. Weather was cold and raining. Games had been canceled.
- December 5, 2018 – Christy Barron sent OYSO President Dion Williams an email requesting that he send her the football club's bank statements from August to December so she could help him prepare calendar year 2018 statements. She received no response from him.
- January 4, 2019 – OYSO President Dion Williams emailed list of club officers and calendar year 2018 statements listing \$0 activity for year. No bank statements were included.
- January 7, 2019 – Christy Barron sent OYSO President Dion Williams an email asking for club bank statements and asking how there was \$0 activity. Asked him about registration fees and concessions and what was being done with that money. He responded that after the August council meeting the club decided to do away with registration fees and have teams pay umpires directly. He indicated all club employees were volunteers and all services at the field were donated out of his personal account. All tournaments at site were conducted by other organizations (teams) as fund-raisers. As for concessions, he said that if concessions were run, it was done by a team. He allowed food to be brought into the park from outside so they didn't always have a concession running. Mr. Williams indicated no bank account was opened because these changes resulted in the club not handling any money during the 2018 season.



Fran Gilles  
Parks & Recreation Manager

**FACILITY LEASE CONTRACT**  
**Parks & Recreation Department**

This contract is made this 14<sup>th</sup> day of June, 2016, by and between the Oklahoma Spartans Youth Organization (hereinafter Sponsor) and the ~~Midwest City Municipal Authority~~ City of Midwest City (hereinafter Owner). The parties hereto, for the in consideration of the benefits and payments hereinafter provided, do hereby covenant and agree as follows:

1. Owner agrees to allow Sponsor to conduct the following activities at the listed locations:

Youth Football Program – Tel-Star North Softball/Football Facility

Concession Operation – Tel-Star North Softball/Football Facility

Gate Collection – Tel-Star North Softball/Football Facility

To accomplish this, Owner agrees to furnish and permit Sponsor to utilize the following:

Concession/storage buildings, football fields located at Tel-Star North.

2. Sponsor agrees to improve and maintain the facilities at the present or higher level of condition. In lieu of payment for leasing the above listed facility, the Sponsor is solely responsible for all maintenance costs.
3. Owner agrees to lease the facilities described in Paragraph 1 above for a term commencing on the **1st day of July, 2016**, and ending on the **30th day of June, 2021**.
4. If the Sponsor's organization dissolves, then Sponsor's assets will be given to Owner to be used for the benefit of youth football in Midwest City. If Sponsor decides to leave the above listed facilities, then after all outstanding liabilities, on any improvements, maintenance or program costs have been satisfied, the Sponsor will assign all remaining assets to Owner, which Owner will then use solely for the benefit of youth football in Midwest City.
5. Sponsor agrees not to conduct any activities other than those authorized by Paragraph 1 of this contract without prior written approval of Owner.

6. Sponsor agrees to furnish Owner with an annual statement of income and expenses and balance sheet. Those statements are due prior to June 30th of each calendar year (fiscal 6/1 - 5/31). Failure of Sponsor to timely comply or cooperate with such terms shall be deemed a material breach of this contract.
7. Sponsor agrees to utilize the above described property only for its intended purposes and in accordance with provisions of this contract and the services contract between the City of Midwest City and the Oklahoma Spartans Youth Organization currently in effect or as amended from year to year.
8. Sponsor agrees to indemnify and hold Owner harmless for all subcontracts and subleases entered into in furtherance of this contract and that all subcontracts or subleases entered into in furtherance of this contract shall be subject to the conditions of this contract.
9. Owner or Sponsor shall not make any improvements without prior written approval by the other party's representative. This is not intended to cover day to day maintenance and repair of the facility. Any structure affixed by Sponsor to Owner's property shall be deemed a fixture and become a part of Owner's property.
10. Sponsor agrees that all improvements will comply with applicable City of Midwest City building codes.
11. If any default or breach of any covenant of this lease by Sponsor is not responded to within ten (10) days and corrected within thirty (30) days, after Owner has provided written notice of such default or breach by certified mail, Owner may at its option terminate this contract. In the event the problem is a matter involving the possibility of immediate danger to life, health or safety, the problem must be corrected immediately.
12. All notices required or options granted under the terms of this lease shall be given or exercised in writing and shall be sent by certified mail with return receipt requested. Except as herein specifically provided to the contrary, the effective date of such notice or option shall be the date on which the same is deposited in the post office of the United States Postal Department.
13. Sponsor agrees that it is wholly responsible for the conduct of Sponsor's agents, servants and employees and Sponsor shall assume all responsibility for providing General Liability Insurance of at least the statutory amounts (\$25,000.00 Property Damage, \$100,000.00 Personal Injury per Claimant to a maximum of 10 Claimants or \$1,000,00.00) as found in Title 51, Oklahoma Statutes, Sections 151-171;



Worker's Compensation Insurance; Unemployment Insurance and any other coverage of any sort required by any applicable local, state or federal law. Sponsor agrees to indemnify and hold Owner harmless for any and all acts or omissions of its agents, servants, employees or any other persons invited onto Owner's facilities by Sponsor. Sponsor must furnish Owner with a Certificate of Insurance that covers the dates and terms of this contract. Certificate is due prior to the effective date of this contract and June 1 each subsequent year.

14. Sponsor expressly agrees that all of its agents, servants, employees, players and/or persons admitted to Sponsor's activities shall be insured against loss or injury resulting from the activities described herein. Sponsor expressly covenants to indemnify and hold Owner harmless from any claim whatsoever which may arise from Sponsor's activities of any sort which may be conducted at or on Owner's facilities, whether or not such activity is expressly provided for in this contract.
15. Sponsor agrees not to discriminate against anyone based on race, color, creed, gender, religion or handicap; and further agrees to comply with all local, state and federal laws, rules, regulations and/or directives to indemnify and hold Owner harmless against any claims arising out of Sponsor's failure to comply.
16. Sponsor agrees to indemnify and hold Owner harmless against any claims whatsoever arising out of any claimed negligence, carelessness or intentional act of Sponsor or Sponsors agents, servants, employees or other persons Sponsor invited to participate in Sponsor's activities.
17. If for any reason the Sponsor is unable to conduct the activities at the locations listed in paragraph one (1), then this lease shall be voided.
18. The terms of this contract shall be binding upon all successors in interest of the parties hereto. This contract embodies all agreements between Owner and Sponsor and supersedes any and all prior oral or written agreements between the two parties. This contract can only be altered or changed if done so in writing and signed by both parties.
19. This contract shall become effective on the **1st day of July, 2016**, and shall continue in force and effect until midnight on the **30th day of June, 2021**.

Agreed to and witnessed on this 14th day of June, 2016.

ATTEST:

Ronald Hobbs  
Ronald Hobbs, VICE-PRESIDENT  
OKLAHOMA SPARTANS  
YOUTH ORGANIZATION

[Signature]  
Dion Williams, PRESIDENT  
OKLAHOMA SPARTANS  
YOUTH ORGANIZATION



[Signature]  
SARA MANCOCK, SECRETARY  
*city clerk*

[Signature]  
MATTHEW D. DUKES., II CHAIRMAN *Mayor*  
MIDWEST CITY MUNICIPAL AUTHORITY, OK

APPROVED as to form and legality this 14th day of June, 2016.

[Signature]  
CITY ATTORNEY

**SERVICES CONTRACT**  
Parks & Recreation Department

This contract is made this 1 day of July, 2018, by and between the Oklahoma Spartans Youth Organization (hereinafter Sponsor) and the City of Midwest City (hereinafter Owner). The parties hereto, for and in consideration of the benefits and payments hereinafter provided, do hereby covenant and agree as follows:

1. Owner and Sponsor agree to the following terms of services rendered by each party for the operation of the youth football program in Midwest City (hereinafter Youth Football). The terms of this contract shall begin July 1, 2018 and end June 30, 2019. This contract may be extended by the City of Midwest City on an annual basis under the same terms and conditions. If either party wishes to renegotiate any of the provisions contained in this contract, then that party must give written notice of its intent to renegotiate the contract at least 60 days prior to the annual expiration date.
  
2. It is expressly agreed that Owner shall be responsible for the following at the Tel-Star North Football Complex (hereinafter Complex) for Youth Football in addition to other responsibilities set forth in this contract:
  - a. Water, sewer, sanitation;
  - b. Mowing and trimming of outside perimeter area;
  - c. Meeting room space at Community Center subject to availability;
  - d. Parking lot lights;
  
3. It is expressly agreed that Sponsor shall be responsible for the following at the Tel-Star North Football Complex for Youth Football in addition to the other responsibilities set forth in this contract:
  - a. Administration of league (includes sign-ups and marketing);
  - b. Collection of team entry fees for leagues;
  - c. Scheduling of leagues and tournaments;
  - d. Rescheduling of leagues due to game cancellation;
  - e. Game cancellations;
  - f. Approval of rules;



Services Contract  
Page 2

- g. Distribution, collection and updating of team rosters;
  - h. Purchase of awards/trophies for leagues and championship games;
  - i. Setting rates (includes team entry fees and gate admission);
  - j. Contracting with officials;
  - k. Fundraising;
  - l. Repair facility damage and repair and/or replace turf on an as needed basis by request of Owner;
  - m. Protests and Coaches' discipline;
  - n. Prepare field for league games and tournaments and perform field maintenance as needed;
  - o. Mowing and trimming of playing fields;
  - p. Standings;
  - q. Employees for gate collection, equipment, supplies, etc. for daily operation;
  - r. Any other administrative duties which are required in the operation of the Youth Football;
  - s. Provide liability insurance stating that City of Midwest City is an additional insured.
  - t. Facility upkeep which includes improvements at Tel-Star North Complex, existing and future buildings, existing and future additions to facilities, electrical (includes maintenance and replacing light bulbs), plumbing;
  - u. Payment of electric bill;
  - v. Conduct coaches background checks;
4. Owner will furnish trash cans and will remove and dispose of all rubbish, refuse and garbage from the Complex resulting from Sponsor's activity, provided that all rubbish, refuse and garbage is deposited in the trash cans provided. Sponsor shall be responsible for the rubbish, refuse and garbage pickup and facility cleanup on the park grounds and agrees to restore all Complex grounds, buildings, facilities, restrooms and structures to the level of cleanliness and order which existed prior to Sponsor's usage. Trash will be picked up on a schedule determined by agreement of Owner and Sponsor.

**Services Contract**

**Page 3**

5. It is expressly agreed that there will be an annual inspection of the Complex by Owner and Sponsor to assure proper ongoing maintenance of the Complex. Any repairs identified through this inspection will be accomplished by Owner and/or Sponsor, depending upon whose responsibility it is under the terms of this contract, within a period of time agreed upon by Sponsor's and Owner's representatives.
6. Owner shall furnish Sponsor with adequate sets of keys and locks to the gates of the Complex. Sponsor agrees to furnish Owner with a list of those people to whom Sponsor has furnished any key(s) and to inform Owner of any changes therein. Owner reserves the right to enter the facilities at any time for purposes of inspection, repair or to ascertain compliance with this contract. Locks and keys that are lost during the term of this contract will be replaced at Sponsor's expense.
7. In the event of a natural disaster or an act of God, any damages to the Complex will be resolved through a joint effort by Sponsor and Owner based on the availability of funds.
8. The terms of this contract shall be binding upon all successors in interest of the parties hereto. This contract embodies all agreements between Owner and Sponsor pertaining to services at the Complex and supersedes any and all prior oral or written agreements between the two parties. This contract can only be altered or changed if done so in writing and signed by both parties.
9. This contract shall become effective on the 1st day of July, 2018, and shall continue in force and effect until midnight on the 30th day of June, 2019.

Agreed to and witnessed on this 28 day of June, 2018.



ATTEST:

*Stacie Williams*

STACIE WILLIAMS, VICE-PRESIDENT  
OKLAHOMA SPARTANS  
YOUTH ORGANIZATION

*Dion Williams*

DION WILLIAMS, PRESIDENT  
OKLAHOMA SPARTANS  
YOUTH ORGANIZATION



ATTEST:

*Sara Hancock*

SARA HANCOCK, CITY CLERK  
CITY OF MIDWEST CITY, OK

*Matthew D. Dukes, II*

MATTHEW D. DUKES, II, MAYOR  
CITY OF MIDWEST CITY, OK

APPROVED as to form and legality this 28 day of June, 2018.

*Phillip W. Anderson*

~~PHILLIP W. ANDERSON~~  
CITY ATTORNEY

*Interim*  
*Heather Poole*



NEW BUSINESS/  
PUBLIC DISCUSSION





EXECUTIVE SESSION





**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1204  
[ghenson@midwestcityok.org](mailto:ghenson@midwestcityok.org)  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: February 26, 2019

SUBJECT: Discussion and consideration of 1) entering into executive session as allowed under 25 O.S. § 307 (B)(1), to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of the City Manager; and 2) in open session, taking action as appropriate based on the discussion in executive session.

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This item has been placed on the agenda to provide the Council with an opportunity to conduct an evaluation of my performance as City Manager over the past year. Action is at the Council's discretion.

J. Guy Henson, AICP  
City Manager



FURTHER INFORMATION





**Police Department**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1320  
Fax 405.739.1398

To: Honorable Mayor and Council

From: Brandon Clabes, Police Chief

Subject: Discussion and consideration of declaring an emergency and temporarily waiving adoption fees when the animal shelter is at maximum capacity with authority from City Manager, Police Chief or Designee

Date: February 26, 2019

A councilmember has requested that steps be taken to resolve our animal shelter reaching capacity and then the city posting desperate pleas to the public for adoptions either through social media or through television outlets. Our current ordinance governing adoption fees does not allow the ability to waive those fees which may limit interest in adoptions.

A request was made for an ordinance change that would allow adoption fees to be waived for a short time frame under the following circumstances:

The animal shelter would have to be at capacity and euthanizing animals was the only option (rescue groups, breed specific groups and all other means of adoption had been exhausted).

Once this criteria was met, the animal welfare supervisor would communicate his concerns through the chain of command to the police chief. The police chief would notify the city manager and authorization could be granted to waive the \$45.00 adoption fee. This fee covers spay or neutering and rabies vaccinations before animals are released to the public.

If authorization is granted, free adoptions would only be for a forty-eight (48) hour time frame and advertised through city websites, city social media accounts, and possibly television outlets in coordination with the chief communications officer. Steps would be taken by animal welfare staff to work with the sterilization contractor to coordinate the five (5) dogs a day that can be sterilized on Mondays, Tuesdays and Thursdays to have the requisite ten (10) adoptable animals available for the fee waiver period.

This new approach would have a financial impact on the shelter at an estimated cost of \$5,400 per year. That number is derived from 10 free adoptions per month.

Any action on this would be at the discretion of the council.

Respectfully,

Chief Brandon Clabes  
Midwest City Police Department



41 ATTEST:

42

43 \_\_\_\_\_

44 SARA HANCOCK, City Clerk

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46 APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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49 \_\_\_\_\_

HEATHER POOLE, City Attorney

50

51 SECTION 4. EMERGENCY. The City Council declares this ordinance to be an emergency, it  
52 being immediately necessary for the preservation of the peace, health and safety of the City of  
53 Midwest City and the inhabitants thereof that the provisions of this ordinance be put into full  
54 force and effect, an emergency is hereby declared to exist by reason whereof this ordinance shall  
55 take effect and be in full force from and after its passage as provided by law.

56 EMERGENCY CLAUSE PASSED AND APPROVED by the Mayor and the Council of the  
57 City of Midwest City,

58

59 Oklahoma, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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61

62 CITY OF MIDWEST CITY, OKLAHOMA

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65 \_\_\_\_\_

66 MATTHEW D. DUKES II, Mayor

67 ATTEST:

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70 \_\_\_\_\_

71 SARA HANCOCK, City Clerk

72

73

74 APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

75

76

77 \_\_\_\_\_

78 HEATHER POOLE, City Attorney





**Joanne Horn, City Prosecutor**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
[JHorn@MidwestCityOK.org](mailto:JHorn@MidwestCityOK.org)  
Office: 405.739.1284 / Fax: 405.869.8680  
[www.midwestcityok.org](http://www.midwestcityok.org)

### Memorandum

TO: Honorable Mayor and Council

FROM: Joanne Horn, City Prosecutor

DATE: February 26, 2019

SUBJECT: Discussion and consideration of passing an ordinance amending the Midwest City Code, Chapter 28, Offenses – Miscellaneous, Article IV, Offenses Against Property, Section 28-57.1, False checks, to include a penalty for false checks with a value of up to \$1,000 for single offenses and false checks with a value of up to \$2,000 in the aggregate, as misdemeanors; and providing for repealer and severability.

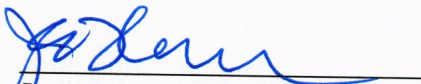
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The proposed amendment fills a gap created by a change in Oklahoma State Statute, 21 O.S. §§ 1541.1 and 1541.3, which defined a new upper limit for a charge of misdemeanor false checks as “less than \$1,000.” Currently, ordinances do not permit the City to press charges against people who present a false check valued between \$500 and \$1,000.

I edited the ordinance submitted on February 12, 2019, to:

1. add new section (b) to 28-57.1, to reflect state law 21 O.S. § 1541.3, which addresses the misdemeanor of multiple false checks, when the aggregate value is less than \$2,000;
2. moving the former section (b) to section (c), and
3. update the fines listed in 1-15 to comply with this change.

Staff recommends approval.

  
Joanne Horn, City Prosecutor

**J. Guy Henson, General Manager/Administrator**

Trustees: Matthew D. Dukes II, Susan Eads, Pat Byrne, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore



1 (6) Placing a "stop pay" order on any check presented for goods, services or any item of  
2 value without justifiable cause.

3  
4 Section 2. That the Midwest City Municipal Code, Chapter 1, General Provisions, Section 1-15  
5 is hereby amended to read as follows:

6• Sec. 1-15. - Specific penalty for violations of Code.

7 The following table is adopted with regard to specific violations of this Code, including  
8 the maximum fine and imprisonment for each specific offense noted:

9

10	Chapter	Section	Maximum Fine	Maximum Imprisonment
11	5	5-42(b)	\$200.00	10 days
12		5-51	1,000.00	60 days
13		5-90	200.00	
14		5-90.1(a)	1,000.00	90 days
15		5-91	200.00	
16	24	24-81(a)	300.00	30 days
17		24-81(b)	200.00	
18		24-83	600.00	60 days
19		24-84	300.00	
20		24-88	800.00	60 days
21		24-88.1	600.00	60 days
22		24-88.2(c)(1)	800.00	60 days
23		24-88.2(c)(2)	200.00	
24		24-89	300.00	30 days
25		24-90	600.00	60 days
26		24-143	200.00	
27		24-145	300.00	30 days
28	28	28-8	800.00	60 days
29		28-9	800.00	60 days
30		28-25	100.00	30 days

1	28-40	300.00	30 days
2	28-41	750.00	60 days
3	28-43	600.00	60 days
4	28-54	300.00	30 days
5	28-57	600.00	60 days
6	28-57.1		
7	<u>Single false check:</u>	600.00	60 days
8	<u>Multiple false checks:</u>	<u>750.00</u>	<u>90 days</u>
9	28-58	450.00	30 days
10	28-60	450.00	30 days
11	28-61	450.00	30 days
12	28-62	450.00	30 days
13	28-75	600.00	60 days
14	28-86	750.00	60 days
15	28-86.1	750.00	60 days
16	28-90	750.00	60 days
17	28-90.1	600.00	60 days
18	28-104	750.00	60 days
19	28-122	500.00	30 days
20	28-123	500.00	30 days
21	28-124	750.00	60 days
22	28-125	300.00	30 days
23	28-127	500.00	60 days
24	28-128	800.00	60 days
25	28-133 (a)	800.00	60 days
26	28-133 (b)(3)		
27	First and Second Offenses	100.00	
28	Third and Subsequent offenses	400.00	
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30	28-133 (b)(4)		
31	First and Second Offenses	100.00	10 days

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Third and Subsequent offenses            800.00            60 days

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

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

THE CITY OF MIDWEST CITY, OKLAHOMA

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

ATTEST:

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

Approved as to form and legality this \_\_\_\_\_ day of February, 2019.

\_\_\_\_\_  
HEATHER POOLE, City Attorney



1 (6) Placing a "stop pay" order on any check presented for goods, services or any item of  
2 value without justifiable cause.

3  
4 Section 2. That the Midwest City Municipal Code, Chapter 1, General Provisions, Section 1-15  
5 is hereby amended to read as follows:

6• Sec. 1-15. - Specific penalty for violations of Code.

7 The following table is adopted with regard to specific violations of this Code, including  
8 the maximum fine and imprisonment for each specific offense noted:

9

10	Chapter	Section	Maximum Fine	Maximum Imprisonment
11	5	5-42(b)	\$200.00	10 days
12		5-51	1,000.00	60 days
13		5-90	200.00	
14		5-90.1(a)	1,000.00	90 days
15		5-91	200.00	
16	24	24-81(a)	300.00	30 days
17		24-81(b)	200.00	
18		24-83	600.00	60 days
19		24-84	300.00	
20		24-88	800.00	60 days
21		24-88.1	600.00	60 days
22		24-88.2(c)(1)	800.00	60 days
23		24-88.2(c)(2)	200.00	
24		24-89	300.00	30 days
25		24-90	600.00	60 days
26		24-143	200.00	
27		24-145	300.00	30 days
28	28	28-8	800.00	60 days
29		28-9	800.00	60 days
30		28-25	100.00	30 days

1	28-40	300.00	30 days
2	28-41	750.00	60 days
3	28-43	600.00	60 days
4	28-54	300.00	30 days
5	28-57	600.00	60 days
6	28-57.1		
7	Single false check:	600.00	60 days
8	Multiple false checks:	750.00	90 days
9	28-58	450.00	30 days
10	28-60	450.00	30 days
11	28-61	450.00	30 days
12	28-62	450.00	30 days
13	28-75	600.00	60 days
14	28-86	750.00	60 days
15	28-86.1	750.00	60 days
16	28-90	750.00	60 days
17	28-90.1	600.00	60 days
18	28-104	750.00	60 days
19	28-122	500.00	30 days
20	28-123	500.00	30 days
21	28-124	750.00	60 days
22	28-125	300.00	30 days
23	28-127	500.00	60 days
24	28-128	800.00	60 days
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Third and Subsequent offenses            800.00            60 days

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

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

THE CITY OF MIDWEST CITY, OKLAHOMA

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

ATTEST:

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

Approved as to form and legality this \_\_\_\_\_ day of February, 2019.

\_\_\_\_\_  
HEATHER POOLE, City Attorney



## MUNICIPAL AUTHORITY AGENDA



The 6:00 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>.



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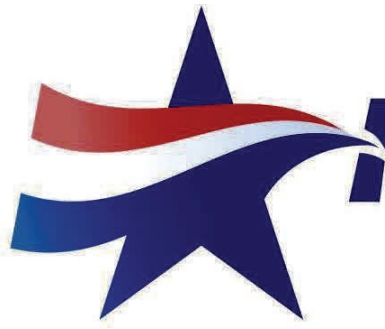


## **MIDWEST CITY MUNICIPAL AUTHORITY AGENDA**

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

February 26, 2019 - 7:01 PM

- A. **CALL TO ORDER.**
- B. **CONSENT AGENDA.** These items are placed on the Consent Agenda so that Trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all Trustees, or members of the audience wish to discuss an item, it will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the regular meeting of February 12, 2019 as submitted. (City Clerk - S. Hancock)
  2. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending January 31, 2019. (City Manager - T. yon)
  3. Discussion and consideration of approving and entering into an agreement allowing the Midwest City YMCA to offer swim lessons at the Reno Swim & Slide for the 2019 swim season in exchange for a commission fee paid to the Municipal Authority in the amount of \$5.00 per participant per class. (Parks & Recreation - F. Gilles)
- 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 on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. **Executive Session.**
1. Discussion and consideration of 1) entering into executive session as allowed under 25 O.S. § 307 (B)(1), to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of the City Manager; and 2) in open session, taking action as appropriate based on the discussion in executive session. (City Manager - G. Henson)
- E. **ADJOURNMENT.**



**MIDWEST CITY**

*Where the Spirit Flies High*

CONSENT AGENDA



A notice for the regular Midwest City Municipal 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 Municipal Authority Minutes

February 12, 2019 – 6:01 PM

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

Acting Chairman Pat Byrne called the meeting to order at 6:33 PM with the following members present: Trustees Susan Eads, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Guy Henson. Absent: Chairman Dukes.

CONSENT AGENDA. Eads made a motion to approve the Consent Agenda, as submitted, seconded by Reed. Voting aye: Eads, Bowen, Reed, Allen, Moore and Acting Chairman Byrne. Nay: none. Absent: Chairman Dukes. Motion carried.

1. Discussion and consideration of approving the minutes of the regular meeting of January 22, 2019 as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2018-2019, decrease: Golf Fund, expenses/Golf (47) \$42,842.
3. Discussion and Consideration of entering Into a Contract with Municipal H2O for Professional Services.

#### DISCUSSION ITEM.

1. **Consider and vote to approve Resolution 2019-01 authorizing the issuance of not to exceed \$35,000,000 Midwest City Municipal Authority Refunding Revenue Bonds; waiving competitive bidding on said bonds and authorizing the sale of the bonds at a discount; authorizing a supplemental bond indenture, sales tax agreement, bond purchase agreement and such other documents and agreements as may be necessary or required; and containing other provisions relating thereto.** Reed made a motion to approve Resolution 2019-01, as submitted, seconded by Moore. Roll call vote: Aye: Eads, Bowen, Reed, Allen, Moore and Acting Chairman Byrne. Nay: none. Absent: Chairman Dukes. Motion carried.

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

ADJOURNMENT. There being no further business, Acting Chairman Byrne closed the meeting at 6:36 PM.

ATTEST:

\_\_\_\_\_  
PAT BYRNE, Acting Chairman

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



THE CITY OF  
**MIDWEST CITY**

**MEMORANDUM**

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: February 26, 2019

RE: Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending January 31, 2019.

---

This item is on the agenda at the request of the Authority. Attached to this memorandum is information concerning the status of the Sheraton Midwest City Hotel at the Reed Center.

Any time you have a question concerning the conference center and hotel, please feel free to contact me at 739-1201.

*Tim L. Lyon*

---

Tim Lyon  
Assistant City Manager

Attachment (1)

**SHERATON MIDWEST CITY HOTEL AT THE REED CENTER**

<b>Fiscal Year 2018-2019</b>	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
<b>Revenue</b>												
Budgeted (MTD)	341,442	447,668	431,838	532,961	405,584	317,691	<b>266,291</b>					
Actual (MTD)	384,934	454,587	328,389	590,459	430,083	315,262	<b>168,164</b>					
Budgeted (YTD)	341,442	789,110	1,220,948	1,753,909	2,159,493	2,477,184	<b>2,743,475</b>					
Actual (YTD)	384,934	839,521	1,167,910	1,758,369	2,188,452	2,503,714	<b>2,671,879</b>					
<b>Expenses</b>												
Budgeted (MTD)	418,478	449,923	421,755	478,040	410,232	400,674	<b>351,565</b>					
Actual (MTD)	418,401	431,481	383,381	506,459	399,967	346,444	<b>317,815</b>					
Budgeted (YTD)	418,478	863,401	1,285,156	1,763,196	2,173,428	2,574,102	<b>2,925,667</b>					
Actual (YTD)	418,401	849,882	1,233,263	1,739,721	2,139,688	2,486,132	<b>2,803,947</b>					
<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	(77,036)	2,745	10,083	54,921	(4,648)	(82,983)	<b>(85,274)</b>					
Actual (MTD)	(33,467)	23,106	(54,992)	84,000	30,117	(31,182)	<b>(149,650)</b>					
Budgeted (YTD)	(77,036)	(74,291)	(64,208)	(9,287)	(13,935)	(96,918)	<b>(182,192)</b>					
Actual (YTD)	(33,467)	(10,361)	(65,353)	18,648	48,764	17,582	<b>(132,068)</b>					
<b>Key Indicators</b>												
Hotel Room Revenue	243,661	218,190	192,145	252,000	200,126	94,847	<b>104,491</b>					
Food and Banquet Revenue	114,062	191,794	115,059	291,647	183,751	189,707	<b>114,039</b>					

<b>Fiscal Year 2017-2018</b>	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18
<b>Revenue</b>												
Budgeted (MTD)	345,872	508,778	430,804	639,312	424,595	308,205	303,680	379,330	547,825	516,519	495,730	425,810
Actual (MTD)	324,600	469,661	409,957	620,373	440,973	298,992	237,909	395,947	529,803	530,409	402,933	502,338
Budgeted (YTD)	372,126	854,650	1,285,454	1,924,766	2,349,361	2,657,566	2,961,246	3,340,576	3,888,401	4,404,920	4,900,650	5,326,460
Actual (YTD)	324,600	794,261	1,204,218	1,824,592	2,265,564	2,564,556	2,802,465	3,198,412	3,728,215	4,258,624	4,661,557	5,163,895
<b>Expenses</b>												
Budgeted (MTD)	345,872	474,833	419,305	526,754	414,341	383,878	389,188	392,180	494,172	482,514	455,507	418,995
Actual (MTD)	398,222	466,528	391,915	410,925	430,597	434,233	326,576	366,587	482,215	465,386	418,445	482,536
Budgeted (YTD)	345,126	846,959	1,266,264	1,793,018	2,207,359	2,591,237	2,980,425	3,372,605	3,866,777	4,349,291	4,804,798	5,223,793
Actual (YTD)	398,222	864,750	1,256,665	1,667,591	2,098,188	2,532,421	2,858,997	3,225,584	3,707,800	4,173,185	4,591,630	5,074,166
<b>Revenue vs. Expenses</b>												
Budgeted (MTD)	(26,254)	33,945	11,499	112,558	10,254	(75,373)	(85,508)	(12,850)	53,653	34,005	40,223	6,815
Actual (MTD)	(73,622)	3,133	18,042	209,448	10,375	(135,242)	(88,666)	29,360	47,587	65,023	(15,512)	19,802
Budgeted (YTD)	(26,254)	7,691	19,190	131,748	142,002	66,329	(19,179)	(32,029)	21,624	55,629	95,852	102,667
Actual (YTD)	(73,622)	(70,489)	(52,447)	157,001	167,376	32,134	(56,532)	(27,172)	20,415	85,439	69,926	89,729



**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 Chairman and Trustees  
Midwest City Municipal Authority

From: Vaughn K. Sullivan, Public Works Director

Date: February 26, 2019

Subject: Discussion and consideration of approving and entering into an agreement allowing the Midwest City YMCA to offer swim lesson at the Reno Swim and Slide for the 2019 swim season in exchange for a commission fee paid to the Municipal Authority in the amount of \$5.00 per participant per class.

This contract with Midwest City YMCA provides for full service swim lesson instruction at Reno Swim and Slide during the summer season of 2019. This will be the seventh year that the Midwest City YMCA has provided swim lessons for patrons at Reno Swim and Slide. Last year the YMCA paid \$740.00 to the City with a total of 148 participants.

Participants have given city staff positive feedback about the instruction provided by the YMCA staff, and city staff has developed a very positive working relationship with Midwest City YMCA.

Staff recommends approval of this agreement.

Vaughn K. Sullivan  
Public Works Director

Attachment: Agreement with attachments



## Contract

CONTRACT BETWEEN THE MIDWEST CITY MUNICIPAL AUTHORITY, A PUBLIC TRUST, AND THE YMCA OF GREATER OKLAHOMA CITY THROUGH ITS MIDWEST CITY BRANCH (YMCA) TO CONDUCT SWIM LESSONS AND WATER SAFETY CLASSES AT RENO SWIM AND SLIDE MUNICIPAL SWIMMING POOL FOR THE 2019 SEASON.

1. The YMCA will hire certified lifeguards and swim instructors to properly manage the Reno Swim and Slide swim lessons for the summer of 2019. All lifeguards and swim instructors will be YMCA certified or equivalent.
2. Inclusive dates shall be from June 3rd, 2019 through August 9th, 2019. Pool will be operational prior to this date to ensure adequate training times.
3. The YMCA will be granted exclusive morning use of the pool from 8:45am-11:00am for swim lessons and water safety Monday through Friday. The pool opens at 11am for the general public at which time the Municipal Authority will assume responsibility for the pool.
4. The Municipal Authority will be responsible for:
  - a. Pool supplies, chemicals, and pool equipment needed to operate the pool during the summer for public use.
  - b. Pool repairs.
  - c. Ensuring all bathrooms are up to Oklahoma Department of Health Regulations Chapter 315 "Public Bathing Place Facility Standards" and Chapter 320 "Public Bathing Place Regulations."
5. The YMCA will be responsible for:
  - a. Testing of chemicals prior to start of lessons to ensure they are within Oklahoma Bather Guidelines.
  - b. Advising the Municipal Authority in a timely manner if at any time the pool water does not meet Health Department standards or weather conditions require that the pool be (or is being) cleared.
  - c. Purchasing the necessary equipment for lifeguards and swim instructors.
6. The YMCA has insurance coverage under its policy for liability coverage, in the event such protection becomes necessary during the YMCA's operation of the pool during the 2019 season.
7. All revenues generated for swim lessons, private lessons, and other revenue producing programs will be credited to the YMCA to cover operational expenses including but not limited to staff wages, staff training, and supplies.
  - a. Registration for swim lessons and payments will take place at the Midwest City YMCA, located at 2817 N. Woodcrest Dr., Midwest City, OK 73110. Online registration is available for YMCA members.

- b. YMCA will pay the Municipal Authority a fee of \$5.00 per person/per session for each person who is enrolled in swim lessons at the Reno Swim and Slide during the 2019 season as payment for rental of the pool. This onetime payment will be paid no later than August 31, 2019.
- 8. Should it be necessary for either the YMCA or the Municipal Authority to terminate this agreement, a minimum of two weeks' notice shall be given in writing by either party.
- 9. The Municipal Authority will provide a secure place to store swim lesson and lifeguard equipment. This equipment shall only be used by YMCA staff.
- 10. Final contract approval between the Municipal Authority and the YMCA shall be subject to approval by the Municipal Authority and the YMCA of Greater Oklahoma City.

In witness thereof, the parties hereto have caused this agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

MIDWEST CITY MUNICIPAL AUTHORITY

YMCA of Greater Oklahoma City

\_\_\_\_\_  
Matthew D. Dukes II, Chairman

\_\_\_\_\_  
Amanda Storck, Vice President of  
Finance and Human Resources

APPROVED AS TO FORM AND LEGALITY THIS \_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Heather Poole, City Attorney

ATTESTED:

\_\_\_\_\_  
Sara Hancock, Secretary

NOTARY:

\_\_\_\_\_  
Signature

My commission expires:\_\_\_\_\_



NEW BUSINESS/  
PUBLIC DISCUSSION





EXECUTIVE SESSION





**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1204  
[ghenson@midwestcityok.org](mailto:ghenson@midwestcityok.org)  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Chairman and Trustees of the Municipal Authority

FROM: J. Guy Henson, City Manager

DATE: January 22, 2019

SUBJECT: Discussion and consideration of 1) entering into executive session as allowed under 25 O.S. § 307 (B)(1), to discuss the employment, hiring, appointment, promotion, demotion, disciplining or resignation of the City Manager; and 2) in open session, taking action as appropriate based on the discussion in executive session.

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This item has been placed on the agenda to provide the Council with an opportunity to conduct an evaluation of my performance as City Manager over the past year. Action is at the Council's discretion.

J. Guy Henson, AICP  
City Manager



## MEMORIAL HOSPITAL AUTHORITY AGENDA



The 6:00 PM meetings will be shown live on Channel 20.



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## MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

February 26, 2019 - 7:02 PM

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the regular meeting of February 12, 2019, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Secretary - S. Hancock)
3. Discussion and consideration of 1) taking action on the following recommendations hereby made by the Trust Board of Grantors from the qualified FY 2018-19 grant applications:
  - Refill Mid-Del (Mid-Del School Foundation) for \$36,395.20;
  - Septic System Replacement (Mid-Del Youth and Family Center, Inc.) for \$10,000;
  - Freezers for Mobile Meals (St. Matthew United Methodist Church, Inc.) for \$20,000;
  - Refrigerators for Mobile Meals (St. Matthew United Methodist Church, Inc.) for \$9,100;
  - MCHS Band Instruments (MWC High School) for \$23,400;
  - Blue Light Phones for Rail with Trail (MWC Parks & Rec) for \$15,000;
  - MWC Soccer Club Marquees (MWC Soccer Club) for \$44,013.80;
  - Original Mile Homebuyer Assistance Program (MWC Grant Mgmt.) for \$50,000;
  - Leah's Hope Transitional Housing Program (Leah's Hope, Inc.) for \$37,960;
  - Park a Lot (Kiwanis Club of MWC) for \$25,000;
  - Community Connection Marque (Willow Brook Elementary) for \$25,000;
  - Middle Income Housing Rehab Loan Program (MWC Grant Mgmt.) for \$50,000;
  - Trailer Mounted Impact Attenuator (MWC PWA) for \$19,182.00;
  - Business Compliance Grant Program (MWC E.D.) for \$50,000 to be used for "Underground Storage Tank Removal" and "Abandoned, Dilapidated or Obsolete Structures," with any leftover funds may be used for "Decorative Lighting";
  - Lion's Park Electronic Message Board Relocation (MWC Parks & Rec.) for \$40,000 to be consistent with color and design of other City signs;
  - Rescue Boat (MWC Fire) for \$3,449;
  - Community Improvement Grant Program Branding ( MWC Comm.) for \$3,500;
  - Electronic Marquee for Public Works (MWC PWA) for \$38,000 to be consistent with color and design of other City signs;and 2) authorizing distribution of the funds hereby approved for the FY 2018-19 in an amount not to exceed \$500,000; and 3) to further recommend and approve such modifications of the Grant Recipient Agreement as recommended by legal counsel. (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 on any Subject not scheduled on the Regular Agenda. The Authority shall make no decision or take any action, except to direct the City Manager to take action, or to schedule the matter for discussion at a later date. Pursuant to the Oklahoma Open Meeting Act, the Authority will not engage in any discussion on the matter until that matter has been placed on an agenda for discussion. **THOSE ADDRESSING THE AUTHORITY ARE REQUESTED TO STATE THEIR NAME AND ADDRESS PRIOR TO SPEAKING TO THE AUTHORITY.**
- D. ADJOURNMENT.







DISCUSSION ITEMS



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).

### Midwest City Memorial Hospital Authority Minutes

February 12, 2019 – 6:02 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.

Acting Chairman Pat Byrne called the meeting to order at 6:37 PM with the following members present: Trustees: Susan Eads, Española Bowen, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock, City Attorney Heather Poole, and City Manager Guy Henson. Absent: Chairman Dukes.

CONSENT AGENDA. Allen made a motion to approve the consent agenda, as submitted, seconded by Bowen. Voting aye: Eads, Bowen, Reed, Allen, Moore, and Acting Chairman Byrne. Nay: none. Absent: Chairman Dukes. Motion carried.

1. Discussion and consideration of approving the minutes of the regular meeting of January 22, 2019, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2018-2019, increase: Hospital Authority Fund, expenses/Hospital Authority (90) \$81,309.
3. Discussion and consideration of approving an engagement letter with Grant Thornton, LLP to perform a GAAP audit for the calendar year ending December 31, 2018 for STC II, LLC in an amount not to exceed \$27,200 for audit fees plus 7% for administrative fees of \$1,904 and authorizing the city manager to act on behalf of the Authority during the audit to provide information, oversee the audit process and make determinations as required.

#### DISCUSSION ITEM.

1. **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.

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

At 6:39 PM, Reed made a motion to recess the meeting, seconded by Eads. Voting aye: Eads, Bowen, Reed, Allen, Moore, and Acting Chairman Byrne. Nay: none. Absent: Chairman Dukes. Motion carried.

The Trustees returned to the meeting at 6:53 PM via a motion by Allen, seconded by Bowen. Voting aye: Eads, Bowen, Reed, Allen, Moore, and Acting Chairman Byrne. Nay: none. Absent: Chairman Dukes. Motion carried.

At 6:53 PM, Allen made a motion to go into executive session, seconded by Bowen. Voting aye: Eads, Bowen, Reed, Allen, Moore, and Acting Chairman Byrne. Nay: none. Absent: Chairman Dukes. Motion carried.

EXECUTIVE SESSION.

1. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.**

At 7:13 PM, Eads made a motion to return to open session and authorize the general manager/administrator to take action as discussed in executive session, seconded by Allen. Voting aye: Eads, Bowen, Reed, Allen, Moore, and Acting Chairman Byrne. Nay: none. Absent: Chairman Dukes. Motion carried.

2. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.**

This executive session was not needed.

FURTHER INFORMATION.

1. Discussion and consideration of 1) taking action on the following recommendations hereby made by the Trust Board of Grantors from the qualified FY 2018-19 grant applications:
  - Refill Mid-Del (Mid-Del School Foundation) for **\$36,395.20**;
  - Septic System Replacement (Mid-Del Youth and Family Center, Inc.) for **\$10,000**;
  - Freezers for Mobile Meals (St. Matthew United Methodist Church, Inc.) for **\$20,000**;
  - Refrigerators for Mobile Meals (St. Matthew United Methodist Church, Inc.) for **\$9,100**;
  - MCHS Band Instruments (MWC High School) for **\$23,400**;
  - Blue Light Phones for Rail with Trail (MWC Parks & Rec) for **\$15,000**;
  - MWC Soccer Club Marquees (MWC Soccer Club) for **\$44,013.80**;
  - Original Mile Homebuyer Assistance Program (MWC Grant Mgmt.) for **\$50,000**;
  - Leah's Hope Transitional Housing Program (Leah's Hope, Inc.) for **\$37,960**;
  - Park a Lot (Kiwanis Club of MWC) for **\$25,000**;
  - Community Connection Marque (Willow Brook Elementary) for **\$25,000**;
  - Middle Income Housing Rehab Loan Program (MWC Grant Mgmt.) for **\$50,000**;
  - Trailer Mounted Impact Attenuator (MWC PWA) for **\$19,182.00**;
  - Business Compliance Grant Program (MWC E.D.) for **\$50,000** to be used for "Underground Storage Tank Removal" and "Abandoned, Dilapidated or Obsolete Structures," with any leftover funds may be used for "Decorative Lighting";
  - Lion's Park Electronic Message Board Relocation (MWC Parks & Rec.) for **\$40,000** to be consistent with color and design of other City signs;
  - Rescue Boat (MWC Fire) for **\$3,449**;
  - Community Improvement Grant Program Branding ( MWC Comm.) for **\$3,500**;
  - Electronic Marquee for Public Works (MWC PWA) for **\$38,000** to be consistent with color and design of other City signs;

Further Information continued.

and 2) authorizing distribution of the funds hereby approved for the FY 2018-19 in an amount not to exceed \$500,000; and 3) to further recommend and approve such modifications of the Grant Recipient Agreement as recommended by legal counsel.

ADJOURNMENT.

There being no further business, Chairman Dukes adjourned the meeting at 7:14 PM.

ATTEST:

\_\_\_\_\_  
PAT BYRNE, Acting Chairman

\_\_\_\_\_  
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: Sara Hancock, Secretary

Date: February 26, 201

Subject: Discussion and consideration of 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, asked staff to put this item on each agenda in the event the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed or changes need to be made to the Statement of Investment Policy on short notice.

Action is at the discretion of the Authority.

*Sara Hancock*

Sara Hancock, Secretary



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

MEMORANDUM

To: Honorable Chairman and Trustees of the Memorial Hospital Authority

From: Guy Henson, General Manager Administrator

Date: February 26, 2019

Subject: Discussion and consideration of 1) taking action on the following recommendations hereby made by the Trust Board of Grantors from the qualified FY 2018-19 grant applications:

- Refill Mid-Del (Mid-Del School Foundation) for \$36,395.20;
- Septic System Replacement (Mid-Del Youth and Family Center, Inc.) for \$10,000;
- Freezers for Mobile Meals (St. Matthew United Methodist Church, Inc.) for \$20,000;
- Refrigerators for Mobile Meals (St. Matthew United Methodist Church, Inc.) for \$9,100;
- MCHS Band Instruments (MWC High School) for \$23,400;
- Blue Light Phones for Rail with Trail (MWC Parks & Rec) for \$15,000;
- MWC Soccer Club Marquees (MWC Soccer Club) for \$44,013.80;
- Original Mile Homebuyer Assistance Program (MWC Grant Mgmt.) for \$50,000;
- Leah's Hope Transitional Housing Program (Leah's Hope, Inc.) for \$37,960;
- Park a Lot (Kiwanis Club of MWC) for \$25,000;
- Community Connection Marque (Willow Brook Elementary) for \$25,000;
- Middle Income Housing Rehab Loan Program (MWC Grant Mgmt.) for \$50,000;
- Trailer Mounted Impact Attenuator (MWC PWA) for \$19,182.00;
- Business Compliance Grant Program (MWC E.D.) for \$50,000 to be used for "Underground Storage Tank Removal" and "Abandoned, Dilapidated or Obsolete Structures," with any leftover funds may be used for "Decorative Lighting";
- Lion's Park Electronic Message Board Relocation (MWC Parks & Rec.) for \$40,000 to be consistent with color and design of other City signs;
- Rescue Boat (MWC Fire) for \$3,449;
- Community Improvement Grant Program Branding (MWC Comm.) for \$3,500;
- Electronic Marquee for Public Works (MWC PWA) for \$38,000 to be consistent with color and design of other City signs;

and 2) authorizing distribution of the funds hereby approved for the FY 2018-19 in an amount not to exceed \$500,000; and 3) to further recommend and approve such modifications of the Grant Recipient Agreement as recommended by legal counsel.

---

The Trust Board of Grantors (the Board) met on January 24, 2019 to consider funding for the grant applications submitted for the FY 2018-19 grant year with a funding allocation total of \$500,000.

The Authority received twenty-five eligible grant applications totaling \$1,152,679.08 in requests. The Board is recommending that the above mentioned eighteen grants totaling \$500,000 be funded in FY 018-19. Last year, the Authority funded 26 grants for a total of \$450,000.

Attached you will find a spreadsheet of the twenty-five eligible 2018-19 grant applications with the comments and rankings. Also attached is the previously approved FY 2018-19 Grant Recipient Agreement along with the suggested modifications from our legal counsel. The last spreadsheet is the previous year's awarded grants. Copies of the FY 2018-19 full grant applications are available in the City Manager's office or via Dropbox at your request.



J. GUY HENSON, General Manager/Administrator

Grant #	Applicant	Grant Title	Amount Requested	#1 Score	#1 Note	#1 Rec. Funding	#2 Score	#2 Note	#2 Rec. Funding	#3 Score	#3 Note	#3 Rec. Funding	#4 Score	#4 Note	#4 Rec. Funding	#5 Score	#5 Note	#5 Rec. Funding
12	Mid-Del School Foundation	efill Mid-Del	36,3 5.7	A	Abstain: Member of the Mid-Del School Board		100	Great Idea	36,000.00	100	Good pro ect, long-lasting benefits.	363 5.7	5	Partial.	25,000.00	A	Abstain: Husband is a member of the Mid-Del School Board	
20	Mid-Del outh and Family Center, Inc.	Septic System	10,000.00	100		10,000.00	5	These kids suffer enough-give them some plumbing help.	10,000.00	100	Definitely how grants should be used to help community.	10,000.00	100	Absolutely	10,000.00	70	Can the City manage the pro ect payout (reimbursement) for work done versus cash up front Select small group benefited.	10,000.00
3	St. Matthew nited Methodist Church, Inc.	Mobile Meals at St. Matthew	20,000.00		With conditions.	20,000.00	100	Great program-great submission	20,000.00	0		20,000.00	0		20,000.00	0	Benefit to large segment population. Proven record. Would approve 20,000. Potential to purchase fewer with delivery pick from regional Food Bank frequency increase. eturn to City if discontinued.	20,000.00
	St. Matthew nited Methodist Church, Inc.	Mobile Meals at St. Matthew	,100.00	0	With conditions.	,100.00	100	Great program-great submission for the community	,100.00	75		,100.00	0		,100.00	0	eturn to City if discontinued. 100.	,100.00
13	MWC High School Band	MCHS Band	23, 00.00	A	Abstain: Member of the Mid-Del School Board		3	Great Idea	23,000.00	100	Schools should be supported students shouldnt have to share instruments.	23, 00.00	5		23, 00.00	A	Abstain: Husband is a member of the Mid-Del School Board	1 ,61 .00
32	MWC Parks ec.	Blue ight Phones for ail with Trail	15,000.00	75		15,000.00	65	Only -how about the other trails	15,000.00	100	Whatever we can do to help citi ens feel safe, we should.	15,000.00	0	Partial funding.	7,500.00	0	Safety to general public.	15,000.00
	MWC Soccer Club	MWC Soccer Club Marquees	,013. 0	5		,013. 0	35	is a lot of money-do they do any fundraisers Sponsors ; 3 Improvement overall for community.	,000.00	100	Partial funding.	,013. 0	0		25,000.00	0	Is there a local company with comparable product to avoid shipping Multiple benefited, improves aesthetics of City, purpose defined outcome.	,013. 0
23	MWC Grant Mgmt.	Original Mile Homebuyer Assistance Program	50,000.00	5		50,000.00		I think the income level for 1 in household is very high for a grant.	50,000.00	100	At lst glance, may not think benefits community at large, big picture, it will.	50,000.00	5	Half funding.	25,000.00			50,000.00
10	eah s Hope, Inc.	eah s Hope Transitional Housing Program	, 0.00	70	Partial funding no furniture.	35,000.00	65	How many homeless in MWC ; 3 Good Pro ect.	,000.00	0		, 0.00	5	ent.	37,000.00	73	Suggest require rab( ) coverage for rents. Would agree to 2 apts. for test. Other programs available for same purpose, MCA.	, 0.00
1	MWC Com. Dev.	Trail Counters	16,000.00	6		16,000.00	33	Wouldn t this be covered under the sales tax increases	16,000.00	100		16,000.00	0	Half funding.	,000.00	33	Benefit to whom Measure of success. City budget available.	16,000.00
17	iwanis Club of MWC	Park a ot	25,000.00	7		25,000.00	15	We have all of these sales tax increases-why doesn t this cover it	25,000.00	100	Greatly needed.	25,000.00	5		25,000.00	70	Benefit to those who use pavilion and nearby neighborhood. Park access may be improved. Aesthetic appeal.	25,000.00
15	Willow Brook Elementary	Community Connection Marque	25,000.00	63		25,000.00			25,000.00	100		25,000.00	0		25,000.00	60	Allow sign similar to soccer fields - 15,000 O CPS pay for installation. Improve Aesthetic appearance of MWC Street and area.	15,000.00
2	MWC Grant Mgmt.	Middle Income Housing ehavan Program	50,000.00	3		50,000.00	20	Homebuyer for Orig. Mile this-income levels DO NOT MATCH-please reevaluate submit again.	50,000.00	100		50,000.00	5	Half funding.	25,000.00	100		50,000.00
30	MWC PWA	Trailer Mounted Impact Attenuator	20,000.00	7		20,000.00	5	How many city employees work on streets at one time	20,000.00	100	All the reasons stated make it viable.	20,000.00	5		20,000.00	0	City budget 20 year life Benefit to public at large.	20,000.00
22	ose State College	Accelerating Manufacturing O Pilot Program	50,000.00	73		25,000.00	60	Who else have they partnered with Private Corp or the AF	50,000.00	5		50,000.00	A	Abstain: Part-time employee		6	ife of cabots - does it exceed 20 years with tech development trends imited impact to small segment. ose State budget funds.	50,000.00
21	MWC Economic Development	Business Compliance Grant Program	100,000.00			100,000.00	16	100 is a lot of money for private business grants-	100,000.00	100	Entire community will benefit.	100,000.00	5	Half funding.	50,000.00	50	Can this be for blight removal only with no sidewalk or walkability allowance with focus to clean up the City City budget available for sidewalks, lights in Town Center.	100,000.00
2	MWC Parks ec.	ions Park Electronic Message Board elocation	60,000.00	7		60,000.00		How many electronic signs does MWC need Does anyone read the one 2 th Air Depot Will the City employ a full time electronic sign manager	60,000.00	100		60,000.00	5	Partial funding.	25,000.00	0	Would allow same as are soccer sign. Aesthic value to City.	60,000.00
	MWC Fire Department	escue Boat	3, .00	0		3, .00	15	How many rescued Who did helped How many live by creeks Need some stats.	3, 00.00	70	Gave it a 70, but not convinced the need for this.	3, .00	5		3, .00	27	Measure of success unclear; hypothetical potential future state; fire department budget potentially could cover; i.e. equipment.	3, .00
2	The Timbers Homeowners Association	Cottonwood Tree emoval	,000.00	3		,000.00	35	Why doesn t the neighborhood raise w the school themselves	,000.00	5	They did get 3 quotes. Appreciate the Principal submitting support of this.	,000.00	5	Private neighborhood.	6,000.00		Cottonwoods are prevalent trees in MWC, not specific to these 3. imited citi en benefit beyond Timbers.	,000.00
26	MWC Communications	Community Improvement Grant Program Branding	3,500.00	6		3,500.00	0	Can t you have a contest for a MWC logo brand Aren t their film students who need a pro ect	3,500.00	100	Absolutely needed.	3,500.00	0		3,500.00	35	Already available through City website. Why not use community groups City budget could be used.	3,500.00
31	MWC PWA	Electronic Marquee for Public Works	55,000.00	2		55,000.00	10	Who is going to manage all of these signs	55,000.00	100		55,000.00	5	Partial funding.	25,000.00	35	Why not use City Website City budget	55,000.00
2	MWC PWA	Fence Beautification Pro ect	275,000.00	1		275,000.00	0	We ust increased taxes for this type of thing-Isn t it the B DGET for the golf course remodel	275,000.00	100		275,000.00	70	Not necessary.	0.00	55	Overall aesthetics to main City feature. City budget available. Safety additional feature.	275,000.00
27	MWC Tree Board MA	SE 15th ST Island Beautification	12 ,000.00	5		120,000.00	0	Shouldn t have this been budgeted BEFO E the did the rework on 15th St- instead of hoping for a grant.	12 ,000.00	A	Abstain: Member of the Tree Board		5	Half funding.	65,000.00	5	City budget. Cost effectiveness for value gained.	12 ,000.00
25	Thick Descriptions	The Happy, Healthy, Whole, Community Health Initiative	16,0 0.50	60	Can we pay insurance, payments, and printing ess that and bundles.	,7 2.50	31	I appreciate their research but a 5 page proposal-I get lost in the details at the end.	16,000.00	5		16,0 0.50	50	Outside business.	0.00	20	Sustainable. Participant pro ections Other programs in place to meet this need.	16,0 0.50
16	Greenhaw Property, C	emodol for Ollies Bargain Outlet at 1 01 Gateway Pla a	5 ,7 0.00	5		5 ,7 0.00	5	Is this a public building	5 ,000.00	0	Need to keep the pla a up in appearance and need it fully occupied. Not familiar with Ollies, but concern is MWC is getting too many budget stores. An area with a lot of budget stores, surplus etc. is indicative of low income population, making it difficult to attract other businesses.	5 ,7 0.00	0	Private business.	0.00	20	iability of loan not supported. History of blight avoidance not evident. Success of potential tenant unknown unsupported.	5 ,7 0.00
			\$1,152,679.08															



#6 Score	#6 Note	#6 Rec. Funding	#7 Score	#7 Note	#7 Rec. Funding	#8 Score	#8 Note	#8 Rec. Funding	#9 Score	#9 Note	#9 Rec. Funding	# of Evaluations	Total Scores	Score divided by #	Average of Rec. Funding	Final BOG Recommendations Per Application	Running Total of Final BOG Recommendations
100		36,357	A	Abstain: Member of the Mid-Del School Foundation			Program evaluation measure of green tick very good.	36,357	0		36,357	6	57	6.5	3,30.52	\$36,395.20	36,395.20
100	Absolutely needed, health issue.	10,000.00	0		10,000.00	3	One estimate mentions a tank may need larger due to size of inhabitants. Can low volume shower heads be funded	15,000.00	100		10,000.00			.2	10,555.56	\$10,000.00	46,395.20
100		20,000.00	100		20,000.00		Recommend restriction be transfer freezers to regional Food Bank if program discontinued.	20,000.00	100		20,000.00		7	.1	20,000.00	\$20,000.00	66,395.20
100		100.00	100		100.00		Recommend restrictions be transfer refrigerators to regional Food Bank if program discontinued.	100.00	100		100.00			3.7	100.00	\$9,100.00	75,495.20
0	Should be a one time request.	23,000.00	A	Abstain: Member of the Mid-Del School Board	23,000.00	6	Where is their ISS letter	23,000.00	0		23,000.00	6	527	7.	22,752.3	\$23,400.00	98,895.20
100	Safety priority.	15,000.00	100		15,000.00	50	No cost estimates or quote(s). Proposal mentions several installed in past-one time rule violation	15,000.00	5		15,000.00		755	3.	1,166.67	\$15,000.00	113,895.20
0	Recommend a partial funding for this request.	22,013.00	77		20,013.00	5	Joint benefits with dog park and new animal control center.	20,013.00	5		20,013.00		77	3.0	3,55.1	\$44,013.80	157,909.00
100	A much needed Program.	50,000.00	0		50,000.00	7	Will 10 more owner-occupied homes in Original Mile move the 51 up much and if it did who would know Would the community notice it How can this be considered when proposes 1 month disbursement and requirement is 12 months	50,000.00	0		50,000.00		7	2.6	7,222.22	\$50,000.00	207,909.00
0	Recommend partial funding.	37,600.00	5		37,600.00	5	Pres Eval was by person not as program - what happens after 12 months	37,600.00	100		37,600.00		722	0.2	2,300.00	\$37,960.00	245,869.00
100		16,000.00	5		16,000.00	100	Well done all way around, concise. Where is ISS determination letter	16,000.00	0		16,000.00		717	7.6	15,111.11		245,869.00
0		25,000.00	0		25,000.00	65	Where is the ISS determination letter Applicant status not indicated.	25,000.00	100		25,000.00		712	7.1	25,000.00	\$25,000.00	270,869.00
0	Should be a one time request.	25,000.00	5	Did not send picture of old sign. Only one estimate for the sign. I do feel that new signs improve the appearance of the school and will help with information.	25,000.00	5		25,000.00	0		25,000.00		701	77.	23,000.00	\$25,000.00	295,869.00
100	A much needed regap program.	50,000.00	0		50,000.00	26	Middle income-why not get a HELOC Approaches funds transfer MWCHA to MIMIP and then MIMIP criteria kicks in. How can this be considered when proposed to use funds over 2 yr. period and not within required 12month period	50,000.00	0		50,000.00		6	77.1	1,666.67	\$50,000.00	345,869.00
5	This should include evidence (2-3 year report) of need. I would recommend partial funding.	15,000.00	100		20,000.00	6	No cost quotes.	20,000.00	65		0.00		673	7.7	17,222.22	\$19,182.00	365,051.00
5	Recommend partial funding.	25,000.00	A	Abstain: lose State College dependent	50,000.00	50	Big miss - how many students projected to run thru program (ref. E) If cobots not eligible how can BOG fund 25% for curriculum when it's not asked for Dependency	50,000.00	0	Cobots not eligible so recommend we offer to fund the curriculum of 25,000.	25,000.00	7	521	7.	0,625.00	\$0.00	365,051.00
100		100,000.00	0		100,000.00	5	This is a transfer of funds from the MWCHA to MWCEDA; no definitive projects are specifically detailed, further the MWCEDA criteria will be substituted for this BOG. Businesses with those issues can apply to the MWCHA and be evaluated.	0.00	75		0.00		665	73.	72,222.22	\$50,000.00	415,051.00
0	Should consider fundraising project for at least half the request.	30,000.00	5	Would like to know how many estimates from different sign companies if any.	60,000.00	3	No cost details or quotes.	0.00	0		0.00		663	73.6	3,000.00	\$40,000.00	455,051.00
100	Community safety.	3,000.00	100		3,000.00	5	Cheaper same boat available via Google search; cost effective ding. No detailed list-make model part.	3,000.00	100		3,000.00		65	71.6	3,356	\$3,449.00	458,500.00
0	Health of the community and students is a priority.	7,000.00	77	Are there any other cottonwood trees nearby I'd think if they are removed it would benefit the playground for sure.	7,000.00	3	No ISS determination letter. Trees are on north side of school and bloom spring when winds blow from south. Assertions of HOA President that property values are down, yet his property has appreciated.	0.00	0		7,000.00		62	71.3	7,666.67	\$0.00	458,500.00
100	Long overdue promotion plan.	3,500.00	5		3,500.00	56		3,500.00	0		3,500.00		632	70.2	3,500.00	\$3,500.00	462,000.00
0	I would be in favor of partial funding. This request did not identify the street.	0,000.00	100		55,000.00	5	No cost estimates or quote(s).	0.00	75		0.00		622	6.1	37,777.7	\$38,000.00	500,000.00
5	Only in favor of partial funding - should consider other funding options for fence.	137,500.00	0	I would like to see a couple of detailed estimates on the cost of the fence.	275,000.00	30	No quotes or cost details.	0.00	0		0.00		601	66.7	16,055.56	\$0.00	500,000.00
0	Great beautification project; however, I would only be in favor of granting full funding, if other request with more necessary needs have been addressed. Recommend partial funding.	6,000.00	5		12,000.00	0	Lack of cost estimates. Officers of Municipal Authority missing acknowledgment mission statement	0.00	0		12,000.00		520	65.0	3,375.00	\$0.00	500,000.00
5	Recommend partial funding.	10,625.00	5		16,050.00	60		10,625.00	55		0.00		551	61.2	10,000.00	\$0.00	500,000.00
0	Recommend partial funding.	0,000.00	0		5,700.00	2	Sole quote submitted exclusions do not meet Ollies requirements which questions budget and timeline. TBD mgmt. team to be hire, high risk on mgmt. capacity.	0.00	70		0.00		53	5.7	37,017.7	\$0.00	500,000.00

Grant #2

**From:** drhoades33 <drhoades33@gmail.com>  
**To:** Jill Donaldson <JDonaldson@MidwestCityOK.org>  
**Date:** 1/23/2019 2:35 PM  
**Subject:** Re: Board of Grantors' Initial Evaluations for the FY 2018-19 MWC Community Grant Applications

Thank you for the opportunity to address the committee's comments and questions. We hope the following information will be helpful to you.

#2 The homeowners association would expect Soldier Creek's fundraising to be focused on student learning. This grant is intended to improve air quality for everyone in the neighborhood, including the school community, the businesses, and residents. School funding should not be diverted for this health initiative.

#4 The Timbers is not a private, gated neighborhood. It is located on a public street accessible to and used by school patrons, customers of local businesses, etc.

#5 Cottonwood trees are prevalent in Midwest City. The removal of these three trees (the only known cottonwoods in this neighborhood) would still have a direct benefit to this community even if it is not a 100% solution for the entire city.

#8 The homeowners association was told that we didn't need to submit an IRS letter of determination with the application. We have a non-profit certificate of incorporation from the Secretary of State and a tax ID number. These documents can be provided if necessary. b) While the cottonwood trees are located to the north of the school, the wind blows from all directions and, thus many areas are affected. c) The HOA did not put property values at issue, only the air quality. The health benefit would affect not only homeowners, but also the school and surrounding businesses.

We appreciate your further consideration of our application. David Rhoades

Sent via my Samsung Galaxy, an AT&T 4G LTE smartphone

----- Original message -----From: Jill Donaldson <JDonaldson@MidwestCityOK.org> Date: 1/22/19



To: Board of grantors  
Midwest City community improvement grant

Grant #8

From: Matthew Mercer  
President@mwcsoccer.org  
Midwest City Soccer Club

I understand there were a few questions regarding our request for two new marquees and I hope to answer those with this letter.

I agree that \$44,000 for a couple marquees seems very expensive and my mouth gaped a bit open when the quote came in. I had originally hoped through frugal spending and volunteerism, we would be able to handle the marquees ourselves. I had originally looked at full color boards, which were way out of reach. I then looked at smaller or cheaper marquees, but they would not have the vandal guard and would be smaller than the current pad. With our current issues of vandalism, the vandal guard seemed necessary. Replacing the current marquees with the same size seemed logical and cost effective for install.

We do have minimal sponsors as of right now, Dicks Sporting Goods and Academy Sports for \$1,000 each a year. I did work over the 2017/2018 season to get ball stop banner sponsors, which profited about \$700. That kind of went to the wayside this season as it was very time consuming on my part getting companies and then keeping signs up in the Oklahoma wind. Mwc Rotary did donate a golf cart to us about a month ago, but that of course is not a cash donation that can be used for other purposes.

As of a week ago, I was finally able to get a parent volunteer to become our fundraising director. He has great ideas to help with fundraising and company sponsors, but nothing solid will probably get rolling till fall 2019. I am hoping to implement a couple things with that fundraising though. I am trying to open talks with the Mid-Del School Sports Director. I am hoping to develop a relationship with the school system where we can send one of our club coaches to the elementary and middle schools during PE classes to conduct soccer activities. Not every school every day, but a couple of schools a week maybe. This should be mutually beneficial as it would hopefully create a fun physical activity at the school and create interest in soccer. Unfortunately, soccer isn't a huge sport in the Mid-Del High Schools and we tend to get a lot of our younger players from CNP Schools. The coach would of course need to be paid something and I am looking towards our new fundraising director to pull that off.

Secondly, we currently offer scholarships for families that can't afford soccer. That is funded through our adult soccer league that we started about 3 years ago. \$25 of every registration goes to our scholarship fund. Unfortunately, participation in that league has declined each season and I am





concerned it may not survive. I am looking for a parent volunteer to head that program and hopefully get it growing again. Our new fundraising director is already looking for companies that are willing to sponsor our scholarship program. If he is successful, we will then seek out partnerships with schools and lower income programs to offer free registrations, jerseys, equipment and camps.

I contacted Stewart Signs because they had just installed a sign for the Elks Lodge, which is just west of our south entrance on SE 15<sup>th</sup> Street. Figured if they just completed one there, they would know all appropriate ordinances and proper install methods for our city. I believe they also handled the Mid-Del Schools, but not 100% sure at this point. I did send out quote requests through our club Facebook and mass email, with no replies. I google searched the metro OKC area, attempted to contact the company that installed the cities led sign at the entrance to the community center on N Midwest Blvd, researched websites and just didn't get much interest from local companies. Stewart Signs did a great job of producing the graphics, quotes, staying in contact with updates and such that I felt they knew what they were doing and would be there to help with whatever in the end.

With the future animal adoption center directly across from our current sign on E Reno Ave and the improvements coming to the parks, it would seem logical to upgrade a marquee that is outdated and run down. No, it is not directly related to the animal adoption center nor the dog park, but my guess would be that people entering the dog park will relate a marquee with the MWC Soccer Club logo as part of the city. A new up to date sign will be way more impressive than the current one. As for our south sign on SE 15<sup>th</sup>? That is located at the entrance to the cities holiday lights display, so it is seen by thousands of visitors each year. Again, an up to date sign will be way more impressive and can be used to direct people into the holiday lights display or any other related information the city would like to post.

Sorry for the length of this letter, but I wanted to do my best to clear up any questions or concerns. Thank you for taking the time to evaluate our grant request and if you have any further questions, feel free to contact me by email or cell phone, (405)760-9696.

A handwritten signature in black ink, appearing to be 'M. Allen'.

Grant #10

I would like to thank you for the opportunity to address questions regarding the Leah's Hope grant application.

1. How many homeless are in Midwest City?

With a population of 57,308 per the 2017 Census estimates, there are 67% Caucasian, 20% African American, 4% Native American, 1.4% Asian, 6.8% Hispanic and 6.1% of 2 or more races. While the median household income is \$46,431, there are 15.6% living in poverty. Of those living in poverty, 22.5% are children, 13.7% did not graduate high school, and 5.3% are unemployed.

At the close of the 2017-2018 Mid-Del school year, there were 2,401 children who qualified for McKinney-Vento services. Approximately 2 out of 10 students in the school district are personally affected by homelessness. The McKinney-Vento Homeless Assistance Act of 1987 is a United States federal law that provides federal money for homeless shelter programs.

2. Sustainability after 12 months

Leah's Hope will continue to build upon various funding resources in order to maintain a viable and life-changing program. We recently held a luncheon that proved to be not only financially successful but gave our organization an opportunity to build our donor base and educate the public on the mission of Leah's Hope. Our fundraising and collaboration efforts will continue in Eastern Oklahoma County and beyond so that we may grow our private and corporate donors and enable the organization to flourish for years to come.

3. Leah's Hope uniqueness to Midwest City

Leah's Hope will provide housing for families that are seeking employment. Our staff will offer the support necessary to our beneficiaries to find meaningful employment. This is a unique feature of our program. Other agencies in Midwest City that provide housing for homeless families require current employment before being accepted into their organization's housing program.

Best Regards,

Laura Kerr  
Executive Director  
Leah's Hope





**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)

**Grant Responses For Applications #17, 27, 28, 29, 30, 31 & 32**

**Grant #17 Expand Parking lot and add ADA compliance at Kiwanis Park:**

Sales tax will not cover this project because the Parks and Recreation sales tax has not been increased since its inception in the mid 90s

The Midwest City Kiwanis Club is a not for profit civic club they have no 501C3 status with the IRS.

**Grant #27 Landscape of islands on S.E. from Westminster to Anderson:**

This road improvement project was funded with federal highway dollars and constructed by ODOT. The landscaping and irrigation were not in the original design because ODOT will no longer fund irrigation and landscaping on federal aid projects.

Total estimated cost of the project was included and was based on landscaping contractors per square foot budgetary figures. Itemized breakdown for each component will not be available until final design is completed.

**Grant #28 Joe Barnes Regional Park/John Conrad Golf Course Fence:**

This fence is ornamental and is a park enhancement/beautification project to be enjoyed by golf course and park patrons.

**Grant #29 Purchase and Relocate the Lions Park Sign:**

We typically only work with one vendor to develop budgetary estimates. A more competitive process will be used for the final procurement and installation.

This is not an additional sign. This would replace an old style marquee with plastic letters which must be manually changed weekly.

**Grant #30 Purchase a Trailer Mounted Impact Attenuator:**

This is a cost cutting, life safety piece of equipment. We currently use heavy pieces of equipment with a driver in the cab as crash protection for our employees during working operations. These pieces of equipment have no attenuator capabilities and place the driver at risk. We have no attenuating device to leave in the roadway when roads are left in disrepair during nonworking hours, for example, this device can be attached to a dump truck and parked in the roadway overnight to warn drivers of impending road work ahead. If an inattentive driver were to hit the trailer it is designed to absorb the impact, possibly saving the driver's life.

The number of men/crews who work on the streets varies from day to day depending on the task and personnel available and what department. It is important to point out that this device would be used by multiple departments (Streets, Utilities, Police, Fire) for a wide variety of life saving purposes.

**Grant #31 Purchase and installation of a new Public Works/Neighborhood Services Sign:**

This is not an additional sign. This replaces an old style marquee with plastic letters which must be manually changed weekly.

The sign is located at 8730 S.E. 15<sup>th</sup> in front of the Charles J. Johnson and Public Works Administration facilities.

**Grant #32 Purchase and Install 3 Emergency Phones:**

This is a brand new trail, therefore, a first time project on a newly constructed trail.

Grant #18

**From:** Brandon Bundy  
**To:** Donaldson, Jill  
**CC:** Gilles, Kellie; Menefee, Patrick  
**Date:** 1/23/2019 4:51 PM  
**Subject:** Answers to questions regarding trail counters: Board of Grantors' Initial Evaluations for the FY 2018-19 MWC Community Grant Applications

Jill,

I have typed a reply if needed to some of the questions. I should be available tomorrow as well if more come around.

(#1) "Wouldn't this be covered under the sale tax increases?" / (#5) "City budget available": The sales tax largely went to operating expenses of the general fund. The counters and this project would likely have to be budgeted through parks and recreation if general funds were used. Unfortunately, the parks and recreation budget is small and the demand for projects is high. This project will help get future federal funding and is a long term gain for the city. A long range project like this does not fit within the standard short term priorities of pool, playground, golf, etc. which are requested by the general public.

(#5) "Benefit to whom?": This project's goal is to count traffic on our highest use areas. By quantifying this traffic; the city can use the data to compete for future federal funding. As it is; Midwest City has to compete for these funds against OKC, Edmond, Norman, etc. and we need any advantage we can receive. These federal funds typically are matching in the order of 80/20 and allows us to leverage the money for larger and better projects across the city.

(#5) "Measure of success": The project will be successful once installed. The counts will be used long term in every application the city makes more future federal trail money. Projects include expansion of the current network, changing the sidewalk to trail along SE 15th/Douglas, and reconstructing trails that are currently asphalt and in need of replacement.



Grant #22



6420 SE 15th St | Midwest City, OK 73110 | 405.733.7673 | rose.edu

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January 23, 2019

Board of Grantors  
Midwest City Hospital Authority Trust  
100 N. Midwest Boulevard  
Midwest City, OK 73110

Board of Grantors:

Cobots, also known as collaborative robots, are designed to work beside or cooperatively with people in all settings. This creates opportunities for employees to thrive, while enhancing manufacturing processes. As Rose State ventures to grow a robotics program through Workforce there is intrinsic value to the manufacturers in the Midwest City area and the Aerospace community supported by those manufacturers.

Below are responses from Rose State College Workforce Development to questions asked by the Board of Grantors.

*"Cobots not eligible so recommend we offer to fund the curriculum of \$25,000." and "Recommend partial funding."*

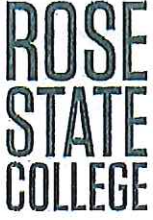
At the time Rose State submitted our request for funding, it was not clear that the direct purchase of cobots was explicitly ineligible. Although our funding request focused on the acquisition of the cobots themselves, our proposal made it clear that curriculum development was an essential aspect of the long-term success of the program.

After learning that the direct purchase of cobots was not allowed, Rose State College began searching for other ways to fund their purchase. We believe we can do so using either institutional funds or federal grant dollars. BOG funding dedicated to curriculum development would be extremely helpful to the implementation of the program. It would eliminate lag time in the development process.

*"Big miss – how many students projected to run through program? (Ref. E) If cobots not eligible how can BOG fund \$25,000 for curriculum when it's not asked for? Dependency..."*

Workforce development is integral to economic development and job creation. The proposed cobot program does not look like the "traditional" education that Rose State provides. However, the training being developed can be used by some 400 businesses throughout the metro area including many in Midwest City and others working on various programs at Tinker Airforce Base.





ABI Research, a market-foresight advisory firm providing guidance on the most transformative technologies, has identified collaborative robotics as one of the fastest growing segments of robotic systems.

Small-to-medium sized businesses are driving the increased demand for collaborative robots, as cobots provide solutions that allow for a more flexible kind of manufacturing that makes no assumptions to volume levels or types of products being manufactured.

From 2016 to 2025, the global revenue of collaborative robotics shipments is set to enjoy a compound average growth rate of 49.8 percent, compared to 12.1 percent for Industrial robot and 23.2 percent for Commercial robotics. Based on that level of growth, Rose State expects hundreds of businesses and employees to participate in this program.

Rose State College has a long and successful history of providing industry specific training to working professionals. The Professional Training Center on our campus was built for just that purpose. The cobot program will be the next chapter in that history. Additionally, elements of the curriculum developed using BOG funds will be incorporated into traditional engineering and technology classes at Rose State by the spring semester of 2020 - further expanding the reach and impact of the program.

We believe these responses cover your questions and thank you for your time and the opportunity for Rose State to share its vision for the future.

Respectfully submitted,

A handwritten signature in cursive script that reads "Tamara Pratt".

Tamara Pratt  
Rose State College

Grants # 23 + 24

**From:** Terri Craft  
**To:** Jill Donaldson  
**Date:** 1/23/2019 12:03 PM  
**Subject:** Re: Board of Grantors' Initial Evaluations for the FY 2018-19 MWC Community Grant Applications

Hi Jill:

In response to comments, I'd like to provide some clarification.

**Middle Income Housing Rehab Loan Program - Grant Appl. No. 24:**

A reviewer indicated that the income levels did not match with the Original Mile Homebuyer Assistance Program application submitted. I have reviewed both applications and did not see any discrepancy in the 80 to 120% income range referenced. *In paragraph A, it states the Middle Income Housing Rehab Loan Program would mirror the existing program in all areas other than income eligibility - see attached brochure for existing program.* The brochure has income limits for households under 80% of median income. Perhaps this is causing the confusion.

Why a city program vs a HELOC? Many applicants are older, the no-interest aspect is appealing and the vetting of work and contractors by our staff provides assurance that they are not being taken advantage of.

**Original Mile Homebuyer Assistance Program - Grant Appl. No. 23**

A reviewer indicated that this activity would not increase overall homeownership in the area significantly. They are correct however this activity in conjunction with other activities/development, both city initiated and private, in the planning and construction stages will generate continued interest in the area. The five-year residency requirement (property lien) may keep a homeowner here long enough to put down roots and stay in Midwest City.

Hope this helps. Thank you.

Terri L. Craft  
Grants Manager  
City of Midwest City  
405-739-1217  
[tcraft@midwestcityok.org](mailto:tcraft@midwestcityok.org)

Grant #25

**From:** Jill Donaldson  
**To:** HA BOG  
**CC:** Heather Poole; Sara Hancock; Tim Lyon; williams@wbfbllaw.com; Council  
**Date:** 1/24/2019 11:17 AM  
**Subject:** Re: Response to Grantors - Applicant #25

**Thick Descriptions: The Happy, Healthy, Whole Community Health Initiative (Comments Response)**

#1: Yes. You would be able to purchase the insurance, permits, printing , and bundles .

#2: Our proposal is lengthy; however, Thick Descriptions wanted to make sure that we thoroughly researched the health status of the Midwest City community to develop an appropriate program to increase the health outcomes of all citizens.

#4: Thick Descriptions is a not an outside business. We are a non-profit organization that provides services to Midwest City youth and their families.

#5: The project we propose is sustainable. Our participant projects are: n=200. We arrived at this number by exploring the number of services offered in the areas that we have outlined, examining which of these areas are identified as food insecure, and comparing these two variables with the total number of residents, and past program participants. The program that Thick Descriptions proposes is comprehensive. There are no programs in the areas that we defined in our proposal that are similar.

**\*Thick Descriptions would welcome and be appreciative of partial funding.**



Grant #26

**From:** Claudia Deakins  
**To:** Jill Donaldson  
**Date:** 1/22/2019 12:14 PM  
**Subject:** Re: Board of Grantors' Initial Evaluations for the FY 2018-19 MWC Community Grant Applications

Jill,

Following are the answers to the questions on the spreadsheet about my proposed project #26:

1) Can't we have a contest for a MWC logo/brand? Aren't their film students who need a project?

We could certainly conduct a contest for graphic design students for the logo, and for video production students for the video. The Chief Communications Officer has done this in the past and from experience found it to be very time consuming. The students need a lot of direction and have a lot of questions throughout the semester, especially when it comes to video production. The end result when students have been used in the past has never been a professional product, especially with videos. Since we only have one staff person in communications, the City doesn't have the staff capacity to closely monitor and direct students throughout their semester on our projects. The logo would be produced by graphic design students, and the video by video production students so there would be two student groups to direct, answer questions, set up the interviews, and monitor the design, filming, editing and final production. When we utilize a professional firm, they need minimal direction and produce a professional product because they are highly experienced. This contributes to the image of the City as being professional, competent, experienced and polished.

In one specific experience, the Chief Communications Officer worked with college students in another community to produce a video about the animal shelter. The students needed constant direction, had many questions, needed help setting up interviews, and in general required a lot of staff time. Ultimately after all of the investment of time, they failed to produce a video that was even usable due to their lack of experience in filming and editing.

Another project yielded usable results but still required a great deal of staff time throughout the entire semester project.

2) Already available through the website. Why not use community groups? City budget could be used.

We have promoted the grant application process through our website in the past. We have also utilized all of our social media platforms. We could continue to do this, using the city budget as we have in the past. Our goal was to better explain the grant in order to attract better, more qualified applicants than we have been attracting.

The advantage of the logo would be making sure the community is aware of the name change, and branding the grant with a logo that could be used every year for increased awareness. Over time, the logo would be recognized as being the "Community Grant" logo. We could even ask the recipients of the grants to utilize the logo in/on their projects where applicable and feasible.

>>> Jill Donaldson 1/22/2019 11:28 AM >>>

Hi all,

Please see the attached spreadsheet of the initial (not final) total averages, total recommend funding averages, and comments/questions. The Board of Grantors will meet this Thursday, January 24th. If you would like to answer any of the questions posed on the spreadsheet, please email me before Thursday afternoon and I will relay your answers and comments to the Board of Grantors for their consideration before the final evaluations and recommendations are voted upon to present to the Hospital Authority Trustees in February. I apologize for the small font as it is a lot to get into a spreadsheet. You may need to enlarge the PDF.

Thank you,

Jill Donaldson, Executive Assistant  
Midwest City  
City Manager/Council  
100 N. Midwest Boulevard,  
Midwest City, OK 73110  
Office: 405.739.1204  
[jdonaldson@midwestcityok.org](mailto:jdonaldson@midwestcityok.org)  
[www.midwestcityok.org](http://www.midwestcityok.org)

"Integrity is doing the right thing. Even when no one is watching [or listening]." C.S. Lewis

Claudia Deakins  
Chief Communications Officer  
**City of Midwest City**  
100 N Midwest Blvd | Midwest City OK 73110  
405.739.1206 (O) | 405.739.1208 (F)  
[www.midwestcityok.org](http://www.midwestcityok.org)

"A city is not gauged by its length and width, but by the broadness of its vision and the height of its dreams." ~ Herb Caen, American Journalist

**MWC Hospital Authority GRANT RECIPIENTS 2017-18**

<b>GRANT RECIPIENT</b>	<b>PURCHASE ITEM</b>	<b>AWARD AMOUNT</b>	<b>EXPENDITURES</b>	<b>MONEY RETURNED</b>	<b>BALANCE</b>	<b>REMARKS</b>
MWC Police	FARO Technologies Hardware & Software	\$78,811.00	\$46,542.34		\$32,268.66	
The Eden Clinc, Inc	Increased Medical Services	\$30,000.00	\$22,970.77		\$7,029.23	
MWC Fire	Gas ID Analyzer	\$61,000.00	\$61,000.00		\$0.00	
MWC Fire	Gas Monitors	\$14,400.00	\$14,400.00		\$0.00	
MWC Fire	Child Passenger Safety Restraints	\$2,030.25	\$2,030.25		\$0.00	
MWC Fire	Triage Kits	\$12,808.44	\$12,808.44		\$0.00	
Carl Albert High School	Water Bottle Filling Stations	\$1,040.21	\$1,012.06		\$28.15	
Autumn House, Inc.	Installation of Wireless System	\$26,645.50	\$26,645.50		\$0.00	
MWC Public Works	Excavation Safety Response Unit	\$67,000.00			\$67,000.00	
Carl Albert Band Booster	Band Trailer	\$22,500.00	\$9,750.00		\$12,750.00	
Oklahoma Earthbike Fellowship	SCIP Maintenance	\$4,500.00	\$3,625.00		\$875.00	
MWC Senior Center	Senior Center Aquarium Project	\$2,520.00	\$2,519.99	0.01	\$0.00	
Friends of the OK History Center, Inc.	Restore & Interpret Historic C-47	\$10,000.00			\$10,000.00	
MWC Com. Dev.	Drone	\$5,000.00	\$4,504.00		\$496.00	
MWC Com. Dev.	Ridgecrest Neighborhood Entrance Sign	\$2,200.00	\$2,200.00		\$0.00	
MWC Grant Dept.	Dana Brown Cooper Head Start - Facility Improvements	\$4,100.00	\$4,100.00		\$0.00	
MWC Public Works	Regional Trail Exercise Stations	\$15,000.00			\$15,000.00	
MWC High School	Keeping Bombers Brilliant with B-1 Technology	\$90,444.60	\$90,444.60		\$0.00	
	<b>Total of recommended grants awarded</b>	<b>\$450,000.00</b>				
MWC HS Museum, Inc. - Vietnam Memorial Project	<b>Additional Matching Funds Awarded by the Hospital Authority Trustees</b>	\$90,000.00			\$90,000.00	
	<b>Total funds awarded</b>	<b>\$540,000.00</b>	<b>\$304,552.95</b>	<b>\$0.01</b>	<b>\$235,447.04</b>	
	<b>Current year funding approved by Council</b>				<b>\$540,000.00</b>	
	<b>Total FY 17-18 Grant Expenditures</b>				<b>304,552.95</b>	
	<b>Monies Returned to Hospital Authority Account</b>				<b>0.01</b>	
	<b>Total FY 17-18 Grant Monies Remaining</b>				<b>235,447.04</b>	
	<b>Totaling</b>				<b>540,000.00</b>	

**MWC Hospital Authority GRANT RECIPIENTS 2016-17**

<b>GRANT RECIPIENT</b>	<b>PURCHASE ITEM</b>	<b>AWARD AMOUNT</b>	<b>EXPENDITURES</b>	<b>MONEY RETURNED</b>	<b>BALANCE</b>	<b>REMARKS</b>
MWC Chamber	MWC/Tinker 75th Anniversaries	\$209,956.00	\$209,956.00		\$0.00	
Friends of the OK History Center	MWC Historic C-47 Exhibit	\$75,000.00	\$22,970.77		\$52,029.23	
Divine Wisdom Worship Center	Van	\$25,000.00	\$25,000.00		\$0.00	
Mid-Del Public Schools	John Deer Gator	\$21,304.00	\$21,304.00		\$0.00	
MWC Parks & Rec.	Shuttle golf cars	\$20,000.00	\$17,918.86	\$2,081.14	\$0.00	
MWC Com. Dev.	Changeable Message Sign	\$18,500.00	\$15,336.40	\$3,163.60	\$0.00	
MWC Parks & Rec.	Mid-America Park Master Plan Proposal	\$16,000.00	\$15,550.00	\$450.00	\$0.00	
Rose State College Foundation	MWC Heritage Day	\$15,000.00	\$12,411.02	\$2,588.98	\$0.00	
Kiwanis Club	Blue Lights at Kiwanis' Park	\$10,000.00	\$7,338.00	\$2,662.00	\$0.00	
MWC Parks & Rec.	Blue Lights at Lions Park	\$10,000.00	\$7,338.00	\$2,662.00	\$0.00	
Eden Clinic	Pregnancy and Wellness	\$10,000.00	\$10,000.00		\$0.00	
Rose State College	OK Businssess Conference	\$9,450.00	\$8,758.00	\$692.00	\$0.00	The Conference is scheduled for 02-28-18.
MWC Fire	Equipment upgrades	\$9,790.00	\$9,790.00		\$0.00	
					\$0.00	
	<b>Total Award Amount</b>	<b>\$450,000.00</b>				
	<b>Sub-Totals</b>		<b>\$383,671.05</b>	<b>\$14,299.72</b>	<b>52,029.23</b>	
	<b>Current year funding approved by Council</b>	<b>\$450,000.00</b>				
	<b>Total FY 16-17 Grant Expenditures</b>				<b>383,671.05</b>	
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$14,299.72</b>	
	<b>Total FY 16-17 Grant Monies Remaining</b>				<b>52,029.23</b>	
Updated 11/10/16 JD	<b>Totaling</b>				<b>450,000.00</b>	

**MWC Hospital Authority GRANT RECIPIENTS 2015-16**

<b>GRANT RECIPIENT</b>	<b>PURCHASE ITEM</b>	<b>AWARD AMOUNT</b>	<b>EXPENDITURES</b>	<b>MONEY RETURNED</b>	<b>BALANCE</b>	<b>REMARKS</b>
MWC Police	Protective Cooling Vests for 2 K-9s	\$1,175.94	\$1,175.94		\$0.00	
MWC Police	Training Simulator	\$146,101.90	\$22,970.77		\$0.00	
MWC Economic Development	Heritage Park Mall Redev. Feasibility Study	\$27,500.00	\$27,500.00		\$0.00	
Mid-Del Schools Foundation, Inc.	Subscribe to Ready to Learn/First Book	\$7,000.00	\$7,000.00		\$0.00	
MWC Community Development	Innovation District Plan	\$62,500.00	\$62,500.00		\$0.00	Requesting a 3-month ext. on 06-27-17
MWC Tree Board	2015 Parklawn Beautification Project	\$38,000.00	\$28,000.00	\$10,000.00	\$0.00	
MWC Tree Board	2015 Hudiburg Dr. Island Irrigation Project	\$28,300.00	\$28,166.77	133.23	\$0.00	
MWC Fire	Fire wish list for equipment	\$100,000.00	\$100,000.00		\$0.00	A grant ext. was granted at the 02-28-17 HA mtg
Rose State College	Amphitheater Modernization	\$8,495.00	\$8,494.84	\$0.16	\$0.00	
Mid-Del Food Pantry, Inc.	Dry Storage Building	\$4,000.00	\$4,000.00		\$0.00	Requesting a 3-month ext. on 06-27-17
MWC Parks & Recreation	Festival Inflatables Project	\$1,927.16		\$1,927.16	\$0.00	This was not enough money for the purchase.
	<b>Total Award Amount</b>	<b>\$425,000.00</b>				
	<b>Sub-Totals</b>		<b>\$289,808.32</b>	<b>\$12,060.55</b>	<b>0.00</b>	
	<b>Current year funding approved by Council</b>	<b>\$425,000.00</b>				
	<b>Total FY 15-16 Grant Expenditures</b>				<b>289,808.32</b>	
	<b>Monies Returned to Hospital Authority Account</b>				<b>-\$12,060.55</b>	
	<b>Total FY 15-16 Grant Monies Remaining</b>				<b>0.00</b>	
Updated 05/20/16 JD	<b>Totaling</b>				<b>277,747.77</b>	



**MWC Hospital Authority GRANT RECIPIENTS 2014-15**

<b>GRANT RECIPIENT</b>	<b>PURCHASE ITEM</b>	<b>AWARD AMOUNT</b>	<b>EXPENDITURES</b>	<b>MONEY RETURNED</b>	<b>BALANCE</b>	<b>REMARKS</b>
MWC Police - (Capt. Jonathon Goforth)	Wearable Video Camera System	\$61,000.00	\$60,991.39	8.61	\$0.00	On-going do to law passed beginning of Nov. Update: We are going out to bid again for the Body Cams and hopefully will be on the February 23rd Council Agenda.
Rose State College (Cindy Mikeman)	Atkinson Heritage Center Revitalization Project II	\$47,581.00	\$22,970.77	\$24,610.23	\$24,610.23	
MWC Grants Management (Teri Craft)	Midwest City Boys and Girls Club Pilot Program	\$75,000.00	\$75,000.00	\$0.00	\$0.00	
MWC Public Relations (Kay Hunt)	Stories of Christmas	\$91,000.00	\$91,000.00	0	\$0.00	On-going
MWC Fire (Jarett Metheny/David Richardson)	Community Risk Reduction Partnership (CRRP)	\$27,848.26	\$27,738.13	\$110.13	\$0.00	Left a voice mail on 11-2-15
Mid-Del Public Schools (Pam Deering)	Sprigeo - A Safety Initiative	\$16,794.60	\$16,794.60	\$0.00	\$0.00	Sent an email on 11-2-15
MWC Tree Board (Vaughn Sullivan)	29th & I-40 Island Beautification	\$14,800.00	\$14,963.78	-163.78	\$0.00	
MWC Parks and Recreation (Vaughn Sullivan)	Emergency Blue Phone Project	\$38,776.14	\$36,638.98	\$2,137.16	\$0.00	
RSVP of Central OK Inc. (Beth Patterson)	RSVP Provide-A-Ride Medical Trans.	\$1,900.00	\$1,900.00	\$0.00	\$0.00	
MWC Tree Board (Vaughn Sullivan)	Midwest Blvd Street Beautification	\$25,300.00	\$24,990.58	\$309.42	\$0.00	
	<b>Total Award Amount</b>	<b>\$400,000.00</b>				
	<b>Sub-Totals</b>		<b>\$372,988.23</b>	<b>\$27,011.77</b>	<b>\$24,610.23</b>	
	<b>Current year funding approved by Council</b>	<b>\$400,000.00</b>				
	<b>Total FY 14-15 Grant Expenditures</b>				<b>\$372,988.23</b>	
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$27,011.77</b>	
	<b>Total FY 14-15 Grant Monies Remaining</b>				<b>\$0.00</b>	
Updated 11/03/15 - JD	<b>Totaling</b>				<b>\$400,000.00</b>	

**MWC Hospital Authority GRANT RECIPIENTS 2013-14**

<b>GRANT RECIPIENT</b>	<b>PURCHASE ITEM</b>	<b>AWARD AMOUNT</b>	<b>EXPENDITURES</b>	<b>MONEY RETURNED</b>	<b>BALANCE</b>	<b>REMARKS</b>
City of Midwest City/Fire Dept	Fire Command Training Center	\$32,000.00	\$32,000.00	\$0.00	\$0.00	
City of Midwest City/Golf Course	First Tee National Program	\$10,000.00	\$22,970.77	-\$12,970.77	-\$12,970.77	
City of Midwest City/311 App	City Of MWC Mobile 311 App	\$20,000.00	\$19,924.00	\$76.00	\$0.00	Kay Hunt is including this app in a "Stay Connected" marketing campaign and will use the remaining \$76 as part of the ad campaign. Reminder email sent 11-2-15.
Midwest City Chamber of Commerce	Town Center Electronic Event Billboard	\$80,584.87	\$78,157.21	2427.66	\$0.00	1st half of bill paid on 9/29/16 and 2nd half to be paid upon completion. Due to construction on the site of the Billboard (29th & Air Depot) this grant is extended
MWC Parks and Rec Dept	Mobile Stage	\$155,000.00	\$155,000.00	\$0.00	\$0.00	\$5060.00 authorized for transfer to cover costs. Total spent \$160,000.00
Rose State College - Atkinson	Atkinson Heritage Center Project - landscaping	\$52,415.13	\$52,415.13	\$0.00		
	<b>Total Award Amount</b>	<b>\$350,000.00</b>				
	<b>Sub-Totals</b>		\$360,467.11	-\$10,467.11	<b>-\$12,970.77</b>	
	<b>Current year funding approved by Council</b>	<b>\$350,000.00</b>				
	<b>Total FY 13-14 Grant Expenditures</b>				<b>\$360,467.11</b>	
	<b>Monies Returned to Hospital Authority Account</b>				<b>-\$10,467.11</b>	
	<b>Total FY 13-14 Grant Monies Remaining</b>				<b>\$0.00</b>	
Revised 11/03/15 - JD	<b>Totaling</b>				<b>\$350,000.00</b>	

**MWC Hospital Authority GRANT RECIPIENTS 2012-13**

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE	REMARKS
City of Midwest City/Fire Dept	Firefighter safety & health equipment	\$18,755.00	\$18,755.00		\$0.00	Letter requesting receipts and outcome report sent on 4-8-14, Email request for receipts and outcome reports sent on 6-10-14
City of Midwest City/Golf Course	Replace fence south side golf course	\$50,000.00	\$22,970.77		\$27,029.23	A 6-month extension approved on 3-7-14, Email request for expenditures sent 6-10-14
City of Midwest City/Grants Mgmt	Original mile median improvement project	\$50,000.00	\$50,000.00		\$0.00	A 6-month extension approved on 2-5-14, a 6-month extension approved 11-24-14
City of Midwest City/Police Dept	Covered parking specialty equipment & vehicles	\$14,000.00	\$14,000.00		\$0.00	Outcome Report and expenditures submitted
Midwest City Rotary Club	Erection of Veterans' Memorial - 2 grant year total	\$60,000.00	\$60,000.00		\$0.00	Outcome Report and expenditures submitted
Midwest City Tree Board	SE 15th Street Beautification Project	\$35,000.00	\$32,064.20	\$2,935.80	\$0.00	A 6-month extension approved on 3-7-14
Mid-Del City Public Schools Foundation	Bot Ball educational Robotics	\$25,000.00	\$22,923.38	\$2,076.62		Budget modification approved on 12-2-13, Letter requesting receipts and outcome report sent on 4-8-14, Email request for receipts and outcome reports sent on 6-10-14, Letter to be sent 11-26-2014
Regional Food Bank of OK	Expansion of MWC childhood hunger programs	\$25,000.00	\$25,000.00		\$0.00	Expenditures submitted, Email request for Outcome report sent 6-5-14
YMCA of Greater OKC	Purchase & install addtl. playground equipment MWC	\$22,245.00	\$22,200.00	\$45.00	\$0.00	Outcome Report and expenditures submitted, \$45.00 owed back to the Trust, Email request for the \$45.00 sent on 6-5-14, Letter to be sent 11-26-14; money returned 11-5-15
	<b>Total Award Amount</b>	<b>\$300,000.00</b>				
	<b>Sub-Totals</b>		<b>\$267,913.35</b>	<b>\$5,057.42</b>	<b>\$27,029.23</b>	
	<b>Current year funding approved by Council</b>	<b>\$300,000.00</b>				
	<b>Total FY 12-13 Grant Expenditures</b>				<b>\$267,913.35</b>	
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$5,057.42</b>	
	<b>Total FY 12-13 Grant Monies Remaining</b>				<b>\$27,029.23</b>	
<b>Updated 11/03/15 JD</b>	<b>Totaling</b>				<b>\$300,000.00</b>	

**MWC Hospital Authority GRANT RECIPIENTS 2011-12**

<b>GRANT RECIPIENT</b>	<b>PURCHASE ITEM</b>	<b>AWARD AMOUNT</b>	<b>EXPENDITURES</b>	<b>MONEY RETURNED</b>	<b>BALANCE</b>	<b>REMARKS</b>
City of Midwest City	Green Machine	\$20,000.00	\$22,970.77	\$1,531.62	\$0.00	money returned to Finance / Extension through 8/1/13
City of Midwest City/Golf Course	Replace fence	\$50,000.00	\$50,000.00		\$0.00	Recipient pd overage \$32,990.75
City of Midwest City/Police Dept.	Segway	\$8,025.00	\$7,533.96	\$491.04	\$0.00	Recipient returned \$491.04 to Finance 11/6/12
City of Midwest City/Police Dept.	Off-road UTV & Trailer	\$12,300.00	\$12,299.63	\$0.37	\$0.00	Recipient returned .37 to Finance 11/6/12
Healing Hearts Health Clinic	Medical & Office Equipment	\$2,000.00	\$2,000.00		\$0.00	Recipient pd overage \$58.82
Kiwani's Club of MWC	2011 Concrete Kiwanis's Park Trails	\$70,000.00	\$70,000.00		\$0.00	Recipient pd overage \$2,248.64
Literacy Link	Adult Literacy Software	\$2,941.35	\$2,899.30	\$42.05	\$0.00	Recipient returned \$42.05 to Finance 11/8/12
Metropolitan Library System	Library Garden Restoration	\$25,000.00	\$19,970.92	\$5,029.08	\$0.00	Recipient returned \$5,029.08 to Finance 2/14/13
Midwest City Rotary Club	Veteran's Memorial project	\$100,000.00	\$100,000.00		\$0.00	Extension through 7/21/13
Rose State College	RSC Pilot Program (6-12 grades)	\$60,500.00	\$60,500.00		\$0.00	Extension through 9/14/13
YMCA Greater OKC	MWC YMCA Community playground	\$29,577.65	\$29,577.65		\$0.00	Recipient pd overage \$422.35
	<b>Total Award Amount</b>	<b>\$380,344.00</b>				
	<b>Sub-Totals</b>		<b>\$377,752.23</b>	<b>\$7,094.16</b>	<b>\$0.00</b>	
	<b>Current year funding approved by Council</b>	<b>\$380,344.00</b>				
	<b>Total FY 11-12 Grant Expenditures</b>				<b>\$377,752.23</b>	
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$7,094.16</b>	
	<b>Total FY 11-12 Grant Monies Remaining</b>				<b>-\$4,502.39</b>	
<b>Updated 11/03/15 JD</b>	<b>Totaling</b>				<b>\$380,344.00</b>	

**MWC Hospital Authority GRANT RECIPIENTS 2010-11**

<b>GRANT RECIPIENT</b>	<b>PURCHASE ITEM</b>	<b>AWARD AMOUNT</b>	<b>EXPENDITURES</b>	<b>MONEY RETURNED</b>	<b>BALANCE</b>	<b>REMARKS</b>
City of Midwest City - Police Department	Replace Irreparable Speed Sign Trailer	\$16,800.00	\$22,970.77		\$0.00	
Mid-Del Food Pantry	Freezer & Shelving Upgrade Project	\$21,700.00	\$21,700.00		\$0.00	Recipient paid overage \$1,318.44
Mid-Del Group Homes, Inc.	AED's Group Homes & Workshop	\$2,800.00	\$2,800.00		\$0.00	Recipient paid overage \$662.54
Mid-Del Group Homes, Inc.	Mini-bus w/wheelchair accessibility	\$40,000.00	\$40,000.00		\$0.00	Recipient paid overage \$791.50
Mid-Del Schools	Random Student Drug Testing (lab expenses only)	\$25,357.00	\$25,357.00		\$0.00	
Mid-Del Schools - Carl Albert Middle School	Playaways encourage reading (Library equipment)	\$10,000.00	\$10,000.00		\$0.00	Recipient paid overage \$7.83
Midwest City Tree Board	Free container grown trees Arbor Day	\$3,000.00	\$3,000.00		\$0.00	
Oklahoma Honor Flights	Fund 3 flights @ 1/3 increments (as trips occur)	\$50,000.00	\$50,000.00		\$0.00	Recipient paid overage \$192,702.23
	<b>Total Award Amount</b>	<b>\$169,657.00</b>				
	<b>Sub-Totals</b>		<b>\$175,827.77</b>	<b>\$0.00</b>	<b>-\$6,170.77</b>	
	<b>Carryover to FY 2011-12</b>	<b>\$80,343</b>				
	<b>Current year funding approved by Council</b>	<b>\$250,000.00</b>				
	<b>Total FY 10-11 Grant Expenditures</b>				<b>\$175,827.77</b>	
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$0.00</b>	
	<b>Total FY 10-11 Grant Monies Remaining</b>				<b>-\$6,170.77</b>	
<b>Updated 11/03/15 JD</b>	<b>Totaling</b>				<b>\$169,657.00</b>	

**MWC Hospital Authority GRANT RECIPIENTS 2009-10**

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE	REMARKS
City of Midwest City - Community Development Dept.	North Oaks Redevelopment Plan	\$160,000.00	\$22,970.77		\$0.00	Recipient pd overage \$61,558.62
City of Midwest City - Community Development Dept.	Soldier Creek Pedestrian Bridge	\$47,943.46	\$47,943.46		\$0.00	Recipient pd overage \$2,000
City of Midwest City - Fire Department	Low Speed Rescue/Apparatus	\$24,045.00	\$24,045.00		\$0.00	Recipient pd overage \$415.35
City of Midwest City - Grants Management Dept.	Original Mile Enhancement Study	\$40,000.00	\$40,000.00		\$0.00	Recipient pd overage \$21,341.65
City of Midwest City - Police Dept.	Automatic License Plate Recognition	\$20,880.00	\$20,109.00	\$771.00	\$0.00	Recipient returned \$880.00 to Finance
Mid-Del Schools/Cleveland Bailey Elementary	Walking Track	\$18,105.89	\$18,105.89		\$0.00	
Mid-Del Schools/Country Estates Elementary, PTA	Community Fitness Track	\$19,394.65	\$19,394.65		\$0.00	Recipient pd overage \$56.30
Douglas Blvd. United Methodist Church	Feed His People	\$33,800.00	\$33,800.00		\$0.00	Recipient pd overage \$4,578.43
Mid-Del Farmers' Market Association	Equipment & Promotional Materials	\$10,000.00	\$10,000.00		\$0.00	Recipient pd overage \$14.83
Mid-Del Youth & Family Center, Inc.	Seed \$ Charles J. Johnson Youth Dev Ctr	\$41,157.00	\$41,157.00		\$0.00	Extension through 3/10/13, a 6 month extension approved on 11-24-14
	<b>Total Award Amount</b>	<b>\$415,326.00</b>				
	<b>Sub-Totals</b>		<b>\$277,525.77</b>	<b>\$771.00</b>	<b>\$0.00</b>	
	<b>Carryover from 2008-19</b>	<b>\$90,261.57</b>				
	<b>Current year funding approved by Council</b>	<b>\$330,000.00</b>				
	<b>Total FY 09-10 Grant Expenditures</b>				<b>\$277,525.77</b>	
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$771.00</b>	
	<b>Total FY 09-10 Grant Monies Remaining</b>				<b>\$137,029.23</b>	
Updated 11/03/15 JD	<b>Totaling</b>				<b>\$415,326.00</b>	

**MWC Hospital Authority GRANT RECIPIENTS 2008-09**

<b>GRANT RECIPIENT</b>	<b>PURCHASE ITEM</b>	<b>AWARD AMOUNT</b>	<b>EXPENDITURES</b>	<b>MONEY RETURNED</b>	<b>BALANCE</b>	<b>REMARKS</b>
Choctaw-Nicoma Park Public Schools	Drug Awareness/Drug Testing	\$25,000.00	\$22,970.77		\$2,029.23	
City of Midwest City/Community Development Department	Public Art	\$20,000.00	\$17,374.66	\$2,625.34	\$0.00	Recipient returned \$2,625.34 to Acctg 1/18/11
City of Midwest City/Street Department	City Wide Reforestation	\$150,000.00	\$150,000.00		\$0.00	Recipient paid overage \$2,684.44
Defenders of Dreams	Seek professional assistance to develop Master Plan	\$10,000.00		\$10,000.00	\$0.00	
Mid-Del Group Homes, Inc.	Computers	\$4,000.00	\$4,000.00		\$0.00	Recipient paid overage \$1,001.92
Mid-Del Public Schools Foundation	S.M.I.L.E.	\$35,000.00	\$35,000.00		\$0.00	Recipient paid overage \$1,666.56
Mid-Del Schools/Ridgecrest Elementary	Walking Track	\$28,196.96	\$28,196.96		\$0.00	
Mid-Del Schools/Traub Elementary	Walking Track	\$16,107.47	\$16,107.47		\$0.00	
Mid-Del Youth & Family Center, Inc.	Capital Building Project	\$50,000.00	\$50,000.00		\$0.00	Recipient paid overage \$16.26
Midwest City Chamber of Commerce	Exhibition Display & Equipment Project	\$16,869.00	\$16,869.00		\$0.00	Recipient paid overage \$1,899.90
Rose State College	Continuing Education & Community Services	\$43,565.00	\$37,135.05	\$6,429.95	\$0.00	Recipient returned \$6,429.95 to Acctg 3/8/10
Sustainable East Oklahoma County (OSN)	Mid-Del Farmer's Market Start-up	\$11,000.00	\$11,000.00		\$0.00	Recipient paid overage \$248.90
	<b>Total Award Amount</b>	<b>\$409,738.43</b>				
	<b>Sub-Totals</b>		<b>\$388,653.91</b>	<b>\$19,055.29</b>	<b>\$2,029.23</b>	
	<b>Carryover to FY 2009-10</b>	<b>\$90,261.57</b>				
	<b>Current year funding approved by Council</b>	<b>\$500,000.00</b>				
	<b>Total FY 08-09 Grant Expenditures</b>				<b>\$388,653.91</b>	
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$19,055.29</b>	
	<b>Total FY 08-09 Grant Monies Remaining</b>				<b>\$2,029.23</b>	
<b>Updated 11-03-15 JD</b>	<b>Totaling</b>				<b>\$407,709.20</b>	



22970.77

**THERE WERE NO GRANT MONIES AWARDED FOR THIS GRANT YEAR 2007-08**

**MWC Hospital Authority GRANT RECIPIENTS 2006-07**

<b>GRANT RECIPIENT</b>	<b>PURCHASE ITEM</b>	<b>AWARD AMOUNT</b>	<b>EXPENDITURES</b>	<b>MONEY RETURNED</b>	<b>BALANCE</b>	<b>REMARKS</b>
City of Midwest City	Nursing student housing stipend	\$36,000.00	\$22,970.77	\$9,937.22	\$0.00	Recipient returned \$9,937.22 to Finance 1/12
City of Midwest City	Oklahoma Centennial Street Clock	\$40,000.00	\$40,000.00		\$0.00	Recipient paid overage \$10,321.36
Eastern Oklahoma County Tourism Council	Star Spangled Salute	\$85,884.26	\$85,884.26		\$0.00	Recipient paid overage \$5,685.94
Literacy Link	Health Literacy Initiative	\$1,510.00	\$1,507.02	\$2.98	\$0.00	Recipient returned \$2.98 to Finance 6/09
Mid-Del Youth & Family Center, Inc.	Phase I - Emergency Children's Shelter	\$50,000.00	\$50,000.00		\$0.00	Recipient paid overage \$2,125.77
Midwest City Chamber of Commerce	2007 Youth Excel Leadership Program	\$5,000.00	\$4,422.05	\$577.95	\$0.00	Recipient returned \$577.95 to Finance 11/08
Midwest City Martin Luther King Jr. Prayer Breakfast Comm, Inc.	Prayer Breakfast	\$6,000.00	6,000.00		\$0.00	Recipient paid overage \$3,438.00
Project Concern	Project Concern	\$20,605.74	\$20,605.74		\$0.00	Recipient paid overage \$124.06
Studio Mid-Del, Inc.	Construction to complete Community Arts Center	\$250,000.00	\$250,000.00		\$0.00	Recipient paid overage \$1,776.72
Tinker POW/MIA Committee	Construction Community POW/MIA Memorial	\$5,000.00	\$5,000.00		\$0.00	
	<b>Total Award Amount</b>	<b>\$500,000.00</b>				
	<b>Sub-Totals</b>		<b>\$486,389.84</b>	<b>\$10,518.15</b>	<b>\$0.00</b>	
	<b>Total FY 06-07 Grant Expenditures</b>				<b>\$486,389.84</b>	
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$10,518.15</b>	
	<b>Total FY 06-07 Grant Monies Remaining</b>				<b>\$3,092.01</b>	
Revised 1/24/12	<b>Totaling</b>				<b>\$500,000.00</b>	

**MWC Hospital Authority GRANT RECIPIENTS 2005-06**

<b>GRANT RECIPIENT</b>	<b>PURCHASE ITEM</b>	<b>AWARD AMOUNT</b>	<b>EXPENDITURES</b>	<b>MONEY RETURNED</b>	<b>BALANCE</b>	<b>REMARKS</b>
City of Midwest City/Animal Welfare	Veterinarian Assistance Program	\$12,000.00	\$22,970.77	-\$10,970.77	\$0.00	Recipient returned \$30.00 to Acctg.
City of Midwest City/Animal Welfare	Illuminated Signs	\$5,000.00	\$4,828.00	\$172.00	\$0.00	Recipient returned \$172.00 to Acctg.
City of Midwest City/Animal Welfare	Roof for Facility	\$46,500.00	\$35,480.63	\$11,019.37	\$0.00	Recipient returned \$11,019.37 to Acctg.
City of Midwest City/Com.Devel. Dept.	Consulting Services Development of Rail & Trail Master Plan	\$25,000.00	\$25,000.00		\$0.00	
City of Midwest City/Com.Devel. Dept.	Review & Update City's Subdivision Regulations	\$15,000.00	\$15,000.00		\$0.00	Recipient paid overage \$10,560.36
City of Midwest City/Convention & Visitors Bureau	Sponsorship Assistance	\$10,000.00	\$10,000.00		\$0.00	Recipient paid overage \$1,500.85
City of Midwest City/Emergency Management	CERT Training & Response Supplies	\$5,000.00	5,000.00		\$0.00	
City of Midwest City/Fire Department	Fire Hydrant Locator Reflectors	\$6,500.00	\$6,380.00	\$120.00	\$0.00	Recipient returned \$120.00 to Acctg.
City of Midwest City/Golf (John Conrad)	Complete Concrete Curbs	\$27,500.00	\$27,500.00		\$0.00	
City of Midwest City/Grants Management Dept.	MWC Juvenile Modification Camp	\$15,000.00	\$15,000.00		\$0.00	
City of Midwest City/Parks & Rec Department	Electronic Message Sign - City Hall Complex	\$20,000.00	\$20,000.00		\$0.00	Recipient paid overage \$9,150.00
City of Midwest City/Police Department	Taser Conduct Energy Weapons, Simulator Suite & Taser Cartridges	\$19,095.50	\$19,084.28	\$11.22	\$0.00	Recipient returned \$11.22 to Acctg.
City of Midwest City/Police Department	Digital Video Recorder & Cameras (Detective Division)	\$6,821.49	\$6,821.49		\$0.00	Recipient paid overage \$1,287.14
City of Midwest City/Police Department	Forensic Lab, CSI Vehicle	\$28,462.00	\$28,462.00		\$0.00	Recipient paid overage \$1,673.00
City of Midwest City/Street Department	Landscape & Irrigate Air Depot Blvd. from SE 15th to SE 29th	\$25,000.00	\$24,997.15	\$2.85	\$0.00	Recipient returned \$2.85 back to Acctg.
Eastern Oklahoma County Tourism Council	Star Spangled Salute Celebration	\$35,000.00	\$35,000.00		\$0.00	
Heartline, Inc.	Central Oklahoma 2-1-1 Project Start-up Costs	\$25,000.00	\$25,000.00		\$0.00	Recipient paid overage \$227.29
Holiday Lights Spectacular, Inc.	Upgrade Electric Infrastructure & Refurbish Displays	\$25,000.00	\$25,000.00		\$0.00	Recipient paid overage \$244.67
Literacy Link	Educational Materials for Adult non-readers	\$3,000.00	\$3,000.00		\$0.00	Recipient paid overage \$15.60
Mid-Del Group Homes, Inc.	Delivery Truck	\$20,000.00	\$20,000.00		\$0.00	Recipient paid overage \$3,400.00
Mid-Del Public Schools Foundation	S.H.A.R.P. (Sequoyah books Help Accelerate Reading Progress)	\$1,840.00	\$1,501.68	\$338.32	\$0.00	Recipient returned \$338.32 to Acctg.
Mid-Del Youth & Family Center, Inc.	Play Therapy Room	\$4,425.75	\$4,425.75		\$0.00	Recipient paid overage \$458.72
Midwest City Chamber of Commerce	Youth Excel	\$5,000.00	\$4,958.62	\$41.38	\$0.00	Recipient returned \$41.38 to Acctg.
Midwest City MLK Jr. Prayer Breakfast Comm.	Annual Prayer Breakfast	\$6,000.00	\$6,000.00		\$0.00	Recipient paid overage \$2,664.86
Midwest City Rotary Club #5750	Rotary Pavilion (Regional Park) Water Fountain	\$11,000.00	\$10,942.71	\$57.29	\$0.00	Recipient returned \$57.29 to Acctg.
Midwest City Tree Board	Landscape & Irrigate Phase 2 Reno Ave.	\$46,400.00	\$46,372.31	\$27.69	\$0.00	Recipient returned \$27.69 to Acctg.
	<b>Total Award Amount</b>	<b>\$449,544.74</b>				
	<b>Sub-Totals</b>		<b>\$448,725.39</b>	<b>\$819.35</b>	<b>\$0.00</b>	
	<b>Total FY 05-06 Grant Expenditures</b>				<b>\$448,725.39</b>	
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$819.35</b>	
	<b>Total FY 05-06 Grant Monies Remaining</b>				<b>\$0.00</b>	
	<b>Totaling</b>				<b>\$449,544.74</b>	

**MWC Hospital Authority GRANT RECIPIENTS 2004-05**

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE	REMARKS
City of Midwest City	Electronic Digital Sign	\$29,800.00	\$22,970.77		\$6,829.23	Recipient paid overage \$759.40
City of Midwest City/Convention & Visitors Bureau	Tourism Sponsorship Assistance	\$10,000.00	\$7,640.87	\$2,359.13	\$0.00	Recipient returned \$2,359.13
City of Midwest City/Devel. Services Dept.	Architectural & Engineering Services/Phase I MWC Community Outreach Center	\$40,000.00	\$40,000.00		\$0.00	Recipient paid overage \$37,641.40
City of Midwest City/Devel. Services Dept.	North Oaks Revitalization Plan	\$20,000.00	\$20,000.00		\$0.00	
City of Midwest City/Devel. Services Dept.	Consulting Services/Zoning Ordinance & Subdivision Regulation Overhaul	\$25,000.00	\$25,000.00		\$0.00	
City of Midwest City/Golf Course	Completion Concrete Cart Trails	\$33,000.00	\$32,456.19	\$543.81	\$0.00	Recipient returned \$543.81 to Acctg.
City of Midwest City/Park Department	Reno Swim & Slide Irrigation and Landscape	\$49,388.00	\$49,388.00		\$0.00	
City of Midwest City/Police Department	Fitness Equipment/Police Workout Room	\$20,497.24	\$20,490.00	\$7.24	\$0.00	Recipient returned \$7.24 to Acctg.
Eastern Oklahoma County Tourism Council	Star Spangled Salute	\$35,000.00	\$35,000.00		\$0.00	Recipient paid overage \$11.94
Holiday Lights Spectacular, Inc.	Additional Light Displays & Upgrade Infrastructure	\$25,000.00	\$25,000.00		\$0.00	Recipient paid overage \$2,737.01
Junior Achievement of Greater Oklahoma City, Inc.	Investing in MWC Youth/JA Program Monroney JHS	\$1,000.00	\$1,000.00		\$0.00	Recipient paid overage \$340.00
Literacy Link, Inc.	Networking Hardware, Educational Software/Literacy Computer Lab	\$4,900.00	\$4,900.00		\$0.00	Recipient paid overage \$707.71
Mid-Del Food Pantry, Inc.	New Carpeting/Mid-Del Food Pantry	\$4,855.00	\$4,855.00		\$0.00	
Mid-Del Group Homes, Inc.	8-Passenger Van/Disabled Transportation	\$20,000.00	\$19,046.65	\$953.35	\$0.00	Recipient returned \$953.35 to Acctg.
Mid-Del Group Homes, Inc.	Replace Appliances Group Home	\$4,000.00	\$3,915.34	\$84.66	\$0.00	Recipient returned \$84.66 to Acctg.
Mid-Del Public Schools Foundation	Children Reading Across Mid-Del (CRAM)	\$3,910.00	\$3,525.64	\$384.36	\$0.00	Recipient returned \$384.36 to Acctg.
Mid-Del Schools	Stranger Danger	\$2,500.00	\$2,500.00		\$0.00	
Mid-Del Youth and Family Center, Inc.	Van Purchase	\$12,000.00	\$12,000.00		\$0.00	Recipient paid overage \$5,544.50
Midwest City Chamber of Commerce	Youth Excel	\$4,500.00	\$4,500.00		\$0.00	Recipient paid overage \$54.84
Midwest City Chamber of Commerce	Reduce Loan on Building	\$25,000.00	\$25,000.00		\$0.00	
Midwest City Martin Luther King Jr. Prayer Breakfast Committee	Annual Prayer Breakfast	\$5,000.00	\$5,000.00		\$0.00	Recipient paid overage \$1,101.64
Midwest City Optimist Club	Continued Development/Optimist Park	\$7,500.00	\$7,500.00		\$0.00	Recipient paid overage \$835.34
Midwest City Rotary Club #5750	Volleyball Court/MWC Regional Park/Renovation Project	\$15,000.00	\$14,045.79	\$954.21	\$0.00	Recipient returned \$954.21 to Acctg.
Midwest City Tree Board	Reno Avenue Irrigation and Landscape	\$46,400.00	\$46,400.00		\$0.00	Recipient paid overage \$2,155.11
Project Woman Coalition, Inc.	Operation Outreach Midwest City/Breast Screening	\$8,724.76	\$8,724.76		\$0.00	Recipient paid overage \$504.85
Rose State College	Math & Science Workshops K-12	\$25,125.00	\$14,326.96	\$10,798.04	\$0.00	Recipient returned \$10,798.04
Tinker Inter-Tribal Council	Third Annual MWC Pow Wow	\$8,750.00	\$8,750.00		\$0.00	Recipient paid overage \$18.79
Tinker POW/MIA Committee	Construction Community POW/MIA Memorial	\$13,150.00	\$13,146.72	3.28	\$0.00	Recipient returned \$3.28 to Acctg.
	<b>Total Award Amount</b>	<b>\$500,000.00</b>				
	<b>Sub-Totals</b>		<b>\$477,082.69</b>	<b>\$16,088.08</b>	<b>\$6,829.23</b>	
	<b>Total FY 04-05 Grant Expenditures</b>				<b>\$477,082.69</b>	
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$16,088.08</b>	
	<b>Total FY 04-05 Grant Monies Remaining</b>				<b>\$6,829.23</b>	
	<b>Totaling</b>				<b>\$500,000.00</b>	

**MWC Hospital Authority GRANT RECIPIENTS 2003-04**

<b>GRANT RECIPIENT</b>	<b>PURCHASE ITEM</b>	<b>AWARD AMOUNT</b>	<b>EXPENDITURES</b>	<b>MONEY RETURNED</b>	<b>BALANCE</b>	<b>REMARKS</b>
City of Midwest City/Animal Welfare Department	Pet Adoption Trailer	\$21,455.00	\$22,970.77		\$0.00	Recipient paid overage \$805.28
City of Midwest City/Municipal Court	Remodel Payment Counter/Lobby Revitalization	\$12,000.00	\$12,000.00		\$0.00	Recipient paid overage \$581.41
City of Midwest City/Neighborhood Services	Neighborhood Gatherings & Cleanup	\$20,000.00	\$19,994.46	\$5.54	\$0.00	Recipient returned \$5.54 to Acctg. 2/10/05
City of Midwest City/Neighborhood Services	Operation Paint Brush	\$10,000.00	\$9,480.34	\$519.66	\$0.00	Recipient returned \$519.66 to Acctg. 1/9/06
City of Midwest City/Police Department	Digital Cameras for CAO's	\$1,197.00	\$1,196.00	\$1.00	\$0.00	Recipient returned \$1.00 to Acctg. 1/18/05
City of Midwest City/Police Department	Jail Entry Equipment	\$2,400.00	\$2,288.46	\$111.54	\$0.00	Recipient returned \$111.54 to Acctg. 1/18/05
Contact Crisis Helpline, Inc.	24-hour Referral Hotline & Staff Program	\$10,000.00	\$10,000.00		\$0.00	
Eastern Oklahoma County Tourism Council	Star Spangled Salute	\$30,000.00	7,223.47	\$22,776.53	\$0.00	Recipient returned \$22,776.53 to Acctg. 2/15/05
Holiday Lights Spectacular	Holiday Lights Display	\$25,000.00	\$25,000.00		\$0.00	Recipient paid overage 663.92
Leukemia & Lymphoma Society	Patient Services Eastern Oklahoma County	\$5,000.00	\$5,000.00		\$0.00	Recipient paid overage 109.35
Literacy Link	Educational Materials	\$2,464.00	\$2,464.00		\$0.00	Recipient paid overage \$48.46
Mid-Del Technology Center	Electric Vehicle Demonstration	\$854.85	\$854.85		\$0.00	Recipient paid overage \$3,240.15
Mid-Del Youth & Family Center, Inc.	Garden Shed, Mower & Equipment	\$6,200.00	\$6,200.00		\$0.00	Recipient paid overage \$335.97
Midwest City Chamber of Commerce	Youth Excel Leadership Program	\$4,000.00	\$4,000.00		\$0.00	Recipient paid overage \$125.32
Midwest City Chamber of Commerce	Complete & Construct New Facility	\$50,000.00	\$50,000.00		\$0.00	Recipient paid overage \$13,356.49
Midwest City Dr. M.L. King Jr. Prayer Breakfast Committee	Annual Prayer Breakfast	\$5,000.00	\$5,000.00		\$0.00	Recipient paid overage \$3,336.68
Midwest City Dr. M.L. King Jr. Prayer Breakfast Committee	Diversity Workshops	\$3,950.00	\$3,894.00	\$56.00	\$0.00	Recipient returned \$56.00 to Acctg. 3/9/05
Midwest City High School/DECA	MWC High Flower Power Project	\$2,339.15	\$2,282.59	\$56.56	\$0.00	Recipient returned \$56.56 to Acctg. 3/7/05
Midwest City Kiwanis Club	Repair & Replace Pavilion Roof	\$26,000.00	\$25,485.00	\$515.00	\$0.00	Recipient returned \$515.00 to Acctg. 2/3/05
Midwest City Optimist Club	Add Development Optimist Park	\$10,000.00	\$10,000.00		\$0.00	Recipient paid overage \$331.33
Midwest City Public Art Board	ARTOklahoma 2004	\$2,140.00	\$1,687.35	\$452.65	\$0.00	Recipient returned \$452.65 to Acctg. 8/1/05
	<b>Total Award Amount</b>	<b>\$250,000.00</b>				
	<b>Sub-Totals</b>		<b>\$227,021.29</b>	<b>\$24,494.48</b>	<b>\$0.00</b>	
	<b>Total FY 03-04 Grant Expenditures</b>				<b>\$227,021.29</b>	
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$24,494.48</b>	
	<b>Total FY 03-04 Grant Monies Remaining</b>				<b>-\$1,515.77</b>	
	<b>Totaling</b>				<b>\$250,000.00</b>	

**MWC Hospital Authority GRANT RECIPIENTS 2002-03**

<b>GRANT RECIPIENT</b>	<b>PURCHASE ITEM</b>	<b>AWARD AMOUNT</b>	<b>EXPENDITURES</b>	<b>MONEY RETURNED</b>	<b>BALANCE</b>	<b>REMARKS</b>
Choctaw Park Foundation	Veterans Memorial @ Choctaw	\$5,000.00	\$22,970.77		-\$17,970.77	Recipient paid overage \$3,850.25
City of Midwest City/Development Services Dept.	Comprehensive Plan	\$50,000.00	\$50,000.00		\$0.00	
City of Midwest City/Fire Department	Risk Watch Program	\$10,860.39	\$10,860.39		\$0.00	Recipient paid overage \$140.02
City of Midwest City/Fire Department	Thermal Imaging Camera	\$25,800.00	\$25,800.00		\$0.00	
City of Midwest City/Fire Department	Rapid Intervention System	\$4,500.00	\$4,500.00		\$0.00	
City of Midwest City/Grants Management Division	Weed & Seed Program	\$25,000.00	\$25,000.00		\$0.00	Recipient paid overage \$13,064.00
City of Midwest City/Grants Management Division	Business Incentive Program	\$107,328.76	107,328.76		\$0.00	Recipient paid overage \$198,677.24
City of Midwest City/Neighborhood Services Dept.	Operation Paintbrush	\$10,000.00	\$10,000.00		\$0.00	
City of Midwest City/Neighborhood Services Dept.	Neighborhood Gatherings & Cleanups	\$20,000.00	\$20,000.00		\$0.00	
City of Midwest City/Street Department	Crutcho Creek Nature Trail Bridge	\$25,000.00	\$17,177.77	\$7,822.23	\$0.00	Recipient returned \$7,822.23 to Accounting
Crutcho Public Schools	MWC Waterline Project	\$20,460.85	\$20,460.85		\$0.00	
Del City Chamber of Commerce	Del Quest Program	\$3,400.00	\$3,400.00		\$0.00	Recipient paid overage \$83.26
Holiday Lights Spectacular, Inc.	Displays, Tree Wraps, etc.	\$25,000.00	\$25,000.00		\$0.00	Recipient paid overage \$520.94
Literacy Link	Books, Office Equipment	\$3,040.00	\$3,040.00		\$0.00	Recipient paid overage \$160.06
Mid-Del Schools	Great Expectations Program	\$25,000.00	\$24,424.47	\$575.53	\$0.00	Recipient returned \$575.53 to Accounting
Mid-Del Schools	Stranger Danger Program	\$5,310.00	\$5,310.00		\$0.00	
Mid-Del Youth & Family Center, Inc.	Four (4) Computers	\$2,800.00	\$2,790.40	\$9.60	\$0.00	Recipient returned \$9.60 to Accounting
Midwest City Chamber of Commerce	Youth Excel Program	\$2,000.00	\$2,000.00		\$0.00	Recipient paid overage \$96.16
Midwest City Community Playground Project	Replace Aging Playground Equipment/Regional Park	\$75,000.00	\$75,000.00		\$0.00	Recipient paid overage \$89,524.82
Midwest City Martin Luther King Jr. Prayer Breakfast Committee	Prayer Breakfast	\$5,000.00	\$5,000.00		\$0.00	Recipient paid overage \$2,297.34
Midwest City Martin Luther King Jr. Prayer Breakfast Committee	Workshops	\$3,500.00	\$951.90	\$2,548.10	\$0.00	Recipient returned \$2,548.10 to Accounting
Midwest City Public Art Board	ART Oklahoma 2003	\$3,000.00	\$2,940.22	\$59.78	\$0.00	Recipient returned \$59.78 to Accounting
Midwest City Public Library	Large Print Materials & Shelving	\$3,000.00	\$3,000.00		\$0.00	Recipient paid overage \$3.39
Midwest City Rotary Club	Renovate Rotary Pavilion/Regional Park	\$35,000.00	\$30,211.42	\$4,788.58	\$0.00	Recipient returned \$4,788.58 to Accounting
Tinker Inter-Tribal Council	Establish Annual MWC Pow Wow	\$5,000.00	\$5,000.00		\$0.00	Recipient paid overage \$951.32
	<b>Total Award Amount</b>	<b>\$500,000.00</b>				
	<b>Sub-Totals</b>		<b>\$502,166.95</b>	<b>\$15,803.82</b>	<b>-\$17,970.77</b>	
	<b>Total FY 02-03 Grant Expenditures</b>				<b>\$502,166.95</b>	
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$15,803.82</b>	
	<b>Total FY 02-03 Grant Monies Remaining</b>				<b>-\$17,970.77</b>	
	<b>Totaling</b>				<b>\$500,000.00</b>	

**MWC Hospital Authority GRANT RECIPIENTS 2001-02**

<b>GRANT RECIPIENT</b>	<b>PURCHASE ITEM</b>	<b>AWARD AMOUNT</b>	<b>EXPENDITURES</b>	<b>MONEY RETURNED</b>	<b>BALANCE</b>	<b>REMARKS</b>
City of Midwest City/EOC	Lightning Protection for 8 Sirens	\$11,385.00	\$22,970.77	\$1,781.00	\$0.00	Recipient returned \$1,781.00 to Accounting 11/02
City of Midwest City/Fire Department	Hazardous Material Training	\$32,191.03	\$32,191.03		\$0.00	Recipient paid overage \$1,594.97
City of Midwest City/John Conrad Golf Course	Modernization of Golf Course	\$10,000.00	\$7,877.13	\$2,122.87	\$0.00	Recipient returned \$2,122.87 to Accounting 7/03
City of Midwest City/MIS	Network/Overhead Projector	\$17,400.00	\$17,400.00		\$0.00	Recipient paid overage \$39.25
City of Midwest City/Neighborhood Services Dept.	Operation Paintbrush	\$7,500.00	\$7,326.74	\$173.26	\$0.00	Recipient returned \$173.26 to Accounting 2/03
City of Midwest City/Neighborhood Services Dept.	Neighborhood Gatherings & Cleanups	\$20,000.00	\$19,917.72	\$82.28	\$0.00	Recipient returned \$82.28 to Accounting 2/03
City of Midwest City/PWA	Fitness Program	\$21,000.00	\$18,361.27	\$2,638.73	\$0.00	Recipient returned \$2,638.73 to Accounting 7/03
Crutcho Public Schools	MWC Water Line Installation	\$12,119.15	\$12,119.15		\$0.00	Recipient paid overage \$20,460.85
Holiday Lights Spectacular, Inc.	Upgrade Electrical System	\$40,000.00	\$40,000.00		\$0.00	Recipient paid overage \$367.00
Holy Family Name/Catholic Charities	Stove Hood & Fence	\$13,527.00	\$13,527.00		\$0.00	Recipient paid overage \$201.00
Literacy Link	Books, Office Equipment	\$2,303.80	\$2,303.80		\$0.00	Recipient paid overage \$36.04
Martin Luther King Jr. Prayer Breakfast Committee	Prayer Breakfast	\$5,000.00	\$5,000.00		\$0.00	Recipient paid overage \$227.07
Mid-Del Group Homes, Inc.	Pallet Jacket	\$500.00	\$381.63	\$118.37	\$0.00	Recipient returned \$118.37 to Accounting 11/02
Mid-Del Group Homes, Inc.	Building Addition	\$50,000.00	\$50,000.00		\$0.00	Recipient paid overage \$25,412.56
Mid-Del Schools	Senior Link Program	\$9,877.00	\$9,224.18	\$652.82	\$0.00	Recipient returned \$652.82 to Accounting 4/04
Mid-Del Schools	Great Expectations Program	\$25,000.00	\$24,944.10	\$55.90	\$0.00	Recipient returned \$55.90 to Accounting 12/03
Mid-Del Youth & Family Center, Inc.	Nit Medical Supplies	\$405.00	\$405.00		\$0.00	Recipient paid overage \$22.29
Mid-Del Youth & Family Center, Inc.	Loss Prevention WIA Youth Dev. Program	\$737.00	\$737.00		\$0.00	Recipient paid overage \$46.37
Mid-Del Youth & Family Center, Inc.	Replace Roof Children's Shelter	\$9,306.46	\$9,306.46		\$0.00	Recipient paid overage \$439.27
Midwest Choral Society, Inc.	2002 Concert Performances	\$1,000.00	\$1,000.00		\$0.00	Recipient paid overage \$4,294.19
Midwest City Chamber of Commerce	Youth Excel	\$2,000.00	\$2,000.00		\$0.00	Recipient paid overage \$447.69
Midwest City Chamber of Commerce	Construct New Facility	\$50,000.00	\$50,000.00		\$0.00	Recipient paid overage \$50,433.50
Midwest City Kiwanis Club	Landscaping Improvements Kiwanis Park	\$9,459.56	\$9,459.56		\$0.00	Recipient paid overage \$224.57
Midwest City Public Art Board	Tents, etc., ARTOklahoma Event	\$9,875.00	\$9,875.00		\$0.00	Recipient paid overage \$231.16
Midwest City Public Library	Signage for Entrances	\$10,015.00	\$8,863.30	\$1,151.70	\$0.00	Recipient returned \$1,151.70 to Accounting 7/03
Midwest City Rotary Club #5750	U.S. Flag Project	\$15,000.00	\$14,664.79	\$335.21	\$0.00	Recipient returned \$335.21 to Accounting 7/03
Mission Mid-Del, Inc.	15-Passenger Van	\$24,000.00	\$24,000.00		\$0.00	Recipient paid overage \$743.00
Retired Senior Volunteer Program Central Oklahoma, Inc.	Blues Program	\$9,600.00	\$9,600.00		\$0.00	Recipient paid overage \$306.33
Studio Mid-Del, Inc.	Construct Facility	\$50,000.00	\$50,000.00		\$0.00	Recipient paid overage \$1,003.00
YWCA of Oklahoma City	SANE Program	\$30,799.00	\$30,799.00		\$0.00	Recipient paid overage \$1,704.08
	<b>Total Award Amount</b>	<b>\$500,000.00</b>				
	<b>Sub-Totals</b>		<b>\$504,254.63</b>	<b>\$9,112.14</b>	<b>\$0.00</b>	
	<b>Total FY 01-02 Grant Expenditures</b>				<b>\$504,254.63</b>	
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$9,112.14</b>	
	<b>Total FY 01-02 Grant Monies Remaining</b>				<b>-\$13,366.77</b>	
	<b>Totaling</b>				<b>\$500,000.00</b>	

**MWC Hospital Authority GRANT RECIPIENTS 2000-01**

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE	REMARKS
Catholic Charities/Holy Family Name	Van	\$10,000.00	\$22,970.77		-\$12,970.77	Recipient paid overage \$10,300.00
Central Oklahoma Habitat for Humanity	Construct 10 homes	\$70,000.00	\$70,000.00		\$0.00	Recipient paid overage \$41,616.23
City of Midwest City/Fire Department	Pulse Oximetry, etc.	\$6,472.50	\$6,465.25	\$7.25	\$0.00	
City of Midwest City/Fire Department	Fire Safety Libraries (10)	\$3,000.00	\$2,999.56	\$0.44	\$0.00	Recipient returned monies to Accounting office 5/01
City of Midwest City/John Conrad Golf Course	Clubhouse Upgrade	\$85,000.00	\$85,000.00		\$0.00	Recipient paid overage \$5,675.00
City of Midwest City/Municipal Golf Course	Gazebos	\$12,900.00	\$12,900.00		\$0.00	
City of Midwest City/Neighborhood Services	Operation Paintbrush	\$7,500.00	7,283.55	\$216.45	\$0.00	Recipient returned monies to Accounting office 2/02
City of Midwest City/Police Department	Audio/Recorders/Equipment for Jail	\$4,092.50	\$4,092.50		\$0.00	
City of Midwest City/Police Department	Camera/Microphone/Equipment for Jail	\$5,218.60	\$5,177.05	\$41.55	\$0.00	Recipient returned monies to Accounting office 8/01
City of Midwest City/Police Department	Mats/Physical Skills Employee Training	\$2,400.00	\$2,148.33	\$251.67	\$0.00	Recipient returned monies to Accounting office 6/01
City of Midwest City/Police Department	Sexual Assault Nurse Examiner (SANE)	\$18,345.00	\$0.00	\$18,345.00	\$0.00	Recipient returned monies to Accounting office 9/01
City of Midwest City/Police Department	Voice Messaging Notification System	\$27,400.00	\$26,816.98	\$583.02	\$0.00	Recipient returned monies to Accounting office 1/02
City of Midwest City/Soldier Creek Nature Trail	South Trail Upgrade w/Hard Surface	\$23,400.00	\$23,400.00		\$0.00	Recipient paid overage \$4,746.99
City of Midwest City/Soldier Creek Nature Trail	Bird Watcher's Lane	\$9,466.76	\$7,613.95	\$1,852.81	\$0.00	Recipient returned monies to Accounting office 8/02
City of Midwest City/Street Department	Tree Spade	\$18,100.00	\$18,100.00		\$0.00	Recipient paid overage \$36.16
Holiday Lights Spectacular, Inc.	Upgrade Electric System	\$25,000.00	\$25,000.00		\$0.00	Recipient paid overage \$7,484.00
Literacy Link	Reading & Writing Materials	\$3,008.04	\$3,008.04		\$0.00	Recipient paid overage \$8.66
Mid-Del Congress of Parents & Teachers	Clothing Room	\$2,000.00	\$2,000.00		\$0.00	Recipient paid overage \$6.38
Mid-Del Group Homes, Inc.	Forklift	\$10,000.00	\$9,804.45	\$195.55	\$0.00	Recipient returned monies to Accounting office 12/01
Mid-Del Schools Academic Center	Outdoor Classroom	\$5,840.00	\$5,840.00		\$0.00	Recipient paid overage \$10.85
Mid-Del Technology Center	Neighborhood Electric Vehicle Demo. Project	\$7,108.00	\$7,108.00		\$0.00	Recipient paid overage \$1,581.00
Mid-Del Youth & Family Center, Inc.	Computer	\$1,457.83	\$1,457.83		\$0.00	Recipient paid overage \$47.30
Mid-Del Youth & Family Center, Inc.	Safe Place Program	\$6,190.53	\$2,840.98	\$3,349.55	\$0.00	Recipient returned \$3,349.55 to Accounting office 4/9/02
Mid-Del Youth & Family Center, Inc.	Curriculum Second Step Program	\$505.00	\$505.00		\$0.00	Recipient paid overage \$132.72
Mid-Del Youth & Family Center, Inc.	Storage Building	\$2,443.18	\$2,418.76	\$24.42	\$0.00	Recipient returned \$24.42 to Accounting office 4/9/02
Mid-Del Youth & Family Center, Inc.	Type and Talk Translator	\$378.26	\$0.00	\$378.26	\$0.00	Recipient returned \$378.26 to Accounting office 4/9/02
Mid-Del Youth & Family Center, Inc.	Prevention Youth Violence Program	\$1,985.00	\$0.00	\$1,985.00	\$0.00	Recipient returned \$1,985.00 to Accounting office 4/9/02
Midwest City High School Museum, Inc.	Museum	\$10,000.00	\$10,000.00		\$0.00	Recipient paid overage \$194.00
Midwest City Tree Board	Irrigation system/Adair Boulevard median	\$38,878.80	\$38,789.95	\$88.85	\$0.00	Recipient returned \$88.85 to Accounting office 4/02
MWC Martin Luther King Jr. Prayer Breakfast Comm.	Prayer Breakfast	\$5,000.00	\$5,000.00		\$0.00	Recipient paid overage \$1,263.45
OK Country Soccer Club	Marquee signs (2), additional seating & benches	\$18,910.00	\$18,910.00		\$0.00	Recipient paid overage \$275.20
Studio Mid-Del, Inc.	Build New Facility	\$50,000.00	\$50,000.00		\$0.00	Building Fund account "seed money"
United Scottish Clans of Oklahoma, Inc.	United Scottish Clans Festival	\$8,000.00	\$8,000.00		\$0.00	Recipient paid overage \$5,698.49
	<b>Total Award Amount</b>	<b>\$500,000.00</b>				
	<b>Sub-Totals</b>		<b>\$485,650.95</b>	<b>\$27,319.82</b>	<b>-\$12,970.77</b>	
	<b>Total FY 00-01 Grant Expenditures</b>				<b>\$485,650.95</b>	
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$27,319.82</b>	
	<b>Total FY 00-01 Grant Monies Remaining</b>				<b>-12,970.77</b>	
	<b>Totaling</b>				<b>\$500,000.00</b>	



**MWC HOSPITAL AUTHORITY GRANT RECIPIENTS FY 1999-00**

<b>GRANT RECIPIENT</b>	<b>PURCHASE ITEM</b>	<b>AWARD AMOUNT</b>	<b>EXPENDITURES</b>	<b>MONEY RETURNED</b>	<b>BALANCE</b>	<b>REMARKS</b>
Central Okla. Habitat for Humanity	Construct 8 houses	\$56,000.00	\$22,970.77		\$0.00	Recipient paid overage \$17,548.38
City of Midwest City	Irrigation system	\$30,000.00	\$30,000.00		\$0.00	Recipient paid overage \$31,755.00
City of Midwest City/EOC	Replace 8 emergency warning sirens	\$58,440.00	\$58,440.00		\$0.00	Recipient paid overage \$44,260.90
City of Midwest City/Fire Department	Directional Arrow Bar	\$7,456.00	\$7,448.71	\$7.29	\$0.00	Recipient returned \$7.29 to accounting office 2/01
City of Midwest City/Holiday Lights Spectacular	Holiday Display	\$791.27	\$791.27		\$0.00	Recipient paid overage \$7,335.73
City of Midwest City/Holiday Lights Spectacular	Storage Building	\$40,000.00	\$40,000.00		\$0.00	Recipient paid overage \$2,050.00
City of Midwest City/MIS Department	WAN/LAN Computer Interface	\$48,000.00	\$43,833.74	\$4,166.26	\$0.00	Recipient returned monies to accounting office 11/01
City of Midwest City/Parks & Recreation	Pavilion/restroom Project	\$99,310.00	\$99,310.00		\$0.00	Recipient paid overage \$359.20
City of Midwest City/Police Department	12 sets Turbo Flares	\$5,548.20	\$5,548.20		\$0.00	
City of Midwest City/Soldier Creek Nature Trail	Present Trail enhancements	\$40,750.00	\$40,750.00		\$0.00	Recipient paid overage \$11,215.78
Literacy Link	Reading & writing materials	\$2,446.53	\$2,446.53		\$0.00	Recipient paid overage \$4.15
Mid-Del Group Homes	Van	\$12,500.00	\$12,500.00		\$0.00	Recipient paid overage \$13,529.60
Mid-Del Public Schools Foundation, Inc.	Biology/Math project	\$4,500.00	\$4,500.00		\$0.00	Recipient paid overage \$27.72
Mid-Del Youth & Family Center, Inc.	Replace 3 sofas Children's Shelter	\$600.00	\$600.00		\$0.00	
Mid-Del Youth & Family Center, Inc.	Replace various appliances Childrens Shelter	\$4,553.00	\$4,553.00		\$0.00	
Mid-Del Youth & Family Center, Inc.	Network/juvenile offenders	\$6,605.00	\$6,605.00		\$0.00	
Midwest City Amateur Athletic Assoc.	Boxing facility	\$48,000.00	\$0.00	\$48,000.00	\$0.00	Recipient returned check to accounting office 7/00
Midwest City Chamber of Commerce	Business/Industrial Park	\$25,000.00	\$0.00	\$25,000.00	\$0.00	Recipient returned monies to accounting office 2/01
Midwest City Chamber of Commerce	Youth Excel Program	\$1,500.00	\$1,500.00		\$0.00	Recipient paid overage \$19.15
United Scottish Clans of Oklahoma	United Scottish Clans Festival	\$8,000.00	\$8,000.00		\$0.00	Recipient paid overage \$11,061.73
	<b>Total Award Amount</b>	<b>\$500,000.00</b>				
	<b>Sub-Totals</b>		<b>\$389,797.22</b>	<b>\$77,173.55</b>	<b>\$0.00</b>	
	Total FY 99-00 Grant Expenditures				<b>\$389,797.22</b>	
	Monies Returned to Hospital Authority Account				<b>\$77,173.55</b>	
	<b>Total FY 99-00 Grant Monies Remaining</b>				<b>33,029.23</b>	
	Totaling				<b>\$500,000.00</b>	

**MWC Hospital Authority GRANT RECIPIENTS 1998-99**

GRANT RECIPIENT	PURCHASE ITEM	AWARD AMOUNT	EXPENDITURES	MONEY RETURNED	BALANCE	REMARKS
MWC	Downtown Development	\$50,000.00	\$22,970.77		\$0.00	Recipient paid overage \$45.80
MWC Fire Department	Projector	\$7,281.00	\$7,487.82		\$0.00	\$206.82} Combined balances 2 grants = \$411.19 returned to accounting 8/00
MWC Fire Department	Infrarad Camera	\$20,805.00	\$20,186.99	\$411.19	\$0.00	-\$618.01}
MWC John Conrad Golf Course	Irrigation System	\$55,000.00	\$55,000.00		\$0.00	Recipient paid overage \$25,213.64
MWC Municipal Golf Course	Fencing, Carpet	\$19,020.00	\$19,020.00		\$0.00	Recipient paid overage \$2,887.67
MWC Soldier Creek	Nature Trail	\$28,103.00	\$23,986.08	\$4,116.92	\$0.00	\$4,116.92 balance returned to accounting 8/00
Holiday Lights Spectacular	Light Display	\$15,000.00	\$15,000.00		\$0.00	Recipient paid overage \$1,148.56
MWC Senior Advisory Committee	Van	\$40,000.00	\$40,000.00		\$0.00	Recipient paid overage \$1,289.00
Associated Catholic Charities	Holy Family Home	\$25,000.00	\$25,000.00		\$0.00	Recipient paid overage \$25,491.11
Autumn House	Van	\$26,452.00	\$26,452.00		\$0.00	Recipient paid overage \$21,447.78
Carl Albert High School	Visual Arts Equipment	\$1,536.00	\$1,536.00		\$0.00	Recipient paid overage \$32.00
Central Oklahoma Habitat for Humanity	Homes built in MWC	\$20,000.00	\$20,000.00		\$0.00	Recipient paid overage \$24,861.40
Communication Connection "Dog Ears"	2 Dogs & Training for Hearing Impaired	\$6,800.00	\$5,894.16	\$905.84	\$0.00	*\$905.84 balance returned to accounting 7/31/00
Literacy Link	Printer, educational material (books)	\$3,658.00	\$3,658.00		\$0.00	Recipient paid overage \$0.18
Mid-Del PTA Council	Clothing	\$2,000.00	\$2,000.00		\$0.00	Recipient paid overage \$762.58
Mid-Del Schools	Youth/Senior Citizens	\$12,894.00	\$12,894.00		\$0.00	Recipient paid overage \$567.40
Mid-Del Youth & Family	Carpet, etc.	\$7,950.00	\$7,950.00		\$0.00	\$1,167.37
Mid-Del Youth & Family	Storm Shelter	\$4,600.00	\$4,600.00		\$0.00	\$730.00/Combined balances 3 grants = \$959.63/Recipient paid overage
Mid-Del Youth & Family	Building Renovation	\$11,605.00	\$11,605.00		\$0.00	-\$2,857.00
Midwest City Choral Society	Musicians, etc.	\$3,800.00	\$3,800.00		\$0.00	Recipient paid overage \$6.29
MWC MLKing Jr. Prayer Breakfast Committee	Prayer Breakfast	\$4,000.00	\$4,000.00		\$0.00	Recipient paid overage \$726.68
OMNI Neighborhood Assoc.	Playground	\$10,000.00	\$9,926.63	\$73.37	\$0.00	\$73.37 balance remaining returned to accounting 7/10/00
Optimist Club	Park	\$10,000.00	\$10,000.00		\$0.00	Recipient paid overage \$6,250.00
United Scottish Clans of Oklahoma	Festival	\$7,000.00	\$7,000.00		\$0.00	Recipient paid overage \$116.48
	<b>Total Award Amount</b>	<b>\$392,504.00</b>				
	<b>Sub-Totals</b>		<b>\$359,967.45</b>	<b>\$5,507.32</b>	<b>\$0.00</b>	
	<b>Total FY 98-99 Grant Expenditure</b>				<b>\$359,967.45</b>	
	<b>Monies Returned to Hospital Authority Account</b>				<b>\$5,507.32</b>	
	<b>Total FY 98-99 Grant Monies Remaining</b>				<b>\$0.00</b>	
	<b>Totaling</b>				<b>\$365,474.77</b>	

**Fiscal Year 2018-19 GRANT RECIPIENT AGREEMENT**

This Agreement is made and entered into by and between the Midwest City Memorial Hospital Authority, a public trust (the "Authority"), and \_\_\_\_\_ ("Grant Recipient").

The purpose of this Agreement is for the parties to establish the terms and conditions under which the Authority makes a grant of funds to the Grant Recipient and the Grant Recipient performs the public function project in the manner described in the application that the Grant Recipient filed with the Authority, a copy of which is attached to and incorporated by reference in this Agreement.

In consideration of the Authority's payment of grant funds to the Grant Recipient in the amount of \$ \_\_\_\_\_ for the public function project described in the attached application, the Grant Recipient agrees to the following terms and conditions:

1. The term of this Agreement shall be for a period of one (1) year. Grant Recipient must spend the grant funds for the public function project described in the application, and grant funds must be used in the manner described in the grant application during the one-year term of this Agreement. Receipts and/or other acceptable proof evidencing the expenditure of the grant funds must be submitted to the General Manager within thirty (30) days of each expenditure.
2. If the Grant Recipient is unable to spend the grant funds for the public function project in the described manner within the one-year period, the remaining balance of the grant funds must be returned to the Authority or a six-month extension must be requested to the Authority through the General Manager/Administrator of the Authority in writing at [ghenson@midwestcityok.org](mailto:ghenson@midwestcityok.org) or by mail to Guy Henson, General Manager/Administrator at 100 N. Midwest Boulevard, Midwest City, OK 73110.
3. Grant Recipient is encouraged, but not required, to spend grant funds in Midwest City. The Grant Recipient is urged to purchase commodities needed for its public function project from a Midwest City vendor if possible and practicable.
4. At the conclusion of the project, the Grant Recipient agrees to reflectively complete the Grant Outcome Report describing the process and outcome of the grant-funded project and submit appropriate photographs, newspaper clippings, etc.

This Agreement is approved and executed by the Authority on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and by the Grant Recipient on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature of Grant Recipient

\_\_\_\_\_  
Grant Recipient Name

\_\_\_\_\_  
Grant Recipient Address

Tax ID No. \_\_\_\_\_

ATTEST:

Midwest City Memorial Hospital Authority

\_\_\_\_\_  
Sara Hancock, Secretary

\_\_\_\_\_  
Matthew D. Dukes, II, Chairman

~~Fiscal Year~~

**FISCAL YEAR 2018-19 GRANT RECIPIENT AGREEMENT**

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The purpose of this Agreement is for the parties to establish the terms and conditions under which the Authority makes a grant of funds to the Grant Recipient and the Grant Recipient performs the public function project in the manner described in the application that the Grant Recipient filed with the Authority, a copy of which is attached to and incorporated by reference in this Agreement, further subject to conditions that may be imposed by the Authority (collectively, the "Grant Requirements").

In consideration of the Authority's payment of grant funds to the Grant Recipient in the amount of \$\_\_\_\_\_ for the public function project described ~~in by the attached application~~ Grant Requirements, the Grant Recipient agrees to the following terms and conditions:

1. The term of this Agreement shall be for a period of one (1) year, ~~except with respect to Grant Property as provided for by section 5 below.~~ Grant Recipient must spend the grant funds for the public function project described ~~in by the application, and grant funds~~ Grant Requirements, which must be used in the manner described in the grant application during the one-year term of this Agreement. Receipts and/or other acceptable proof evidencing the expenditure of the grant funds must be submitted to the General Manager within thirty (30) days of each expenditure.
  2. If the Grant Recipient is unable to spend the grant funds for the public function project in the described manner within the one-year period, the remaining balance of the grant funds must be returned to the Authority or a six-month extension must be requested to the Authority through the General Manager/Administrator of the Authority in writing at [ghenson@midwestcityok.org](mailto:ghenson@midwestcityok.org) or by mail to Guy Henson, General Manager/Administrator at 100 N. Midwest Boulevard, Midwest City, OK 73110.
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    - . At the conclusion of the project, the Grant Recipient agrees to reflectively complete the Grant Outcome Report describing the process and outcome of the grant-funded project and submit appropriate photographs, newspaper clippings, etc.
- 
5. If grant funds are used to purchase furnishings, equipment or other property ("Grant Property"), such must have a useful life of 20-years and must be used by the Grant Recipient in accordance with the Grant Requirements throughout the 20-year life of the Grant Property. If the Grant Property ceases to be used in accordance with the Grant Requirements during such 20-year period, the Grant Recipient shall within 30 calendar days provide written notice to the General Manager/Administrator, in which case the Authority may, at its election, take possession of the

Grant Property, and in such case, the ownership of the Property shall be transferred to the Authority, with the Grant Recipient providing such bills of sale and other evidence of transfer of ownership as requested by Authority. The term of this Agreement shall be 20-years with respect to Grant Property. The provisions of this Section 5 shall have a term of 20-years.

6. It is understood and agreed that this grant is made and shall be administered and carried out in accordance with the provisions and requirements of the Trust Indenture of the Authority, the Operating Contract between the Trust Board of Grantors and the Authority, the Bylaws of the Trust Board of Grantors and the Policies and Procedures of the Authority and the Trust Board of Grantors, each as may be amended from time to time.

This Agreement is approved and executed by the Authority on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and by the Grant Recipient on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature of Grant Recipient

\_\_\_\_\_  
Grant Recipient Name

\_\_\_\_\_  
Grant Recipient Address

Tax ID No. \_\_\_\_\_

ATTEST:

Midwest City Memorial Hospital Authority

\_\_\_\_\_  
Sara Hancock, Secretary

\_\_\_\_\_  
Matthew D. Dukes, II, Chairman

## FISCAL YEAR 2018-19 GRANT RECIPIENT AGREEMENT

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In consideration of the Authority's payment of grant funds to the Grant Recipient in the amount of \$\_\_\_\_\_ for the public function project described by the Grant Requirements, the Grant Recipient agrees to the following terms and conditions:

1. The term of this Agreement shall be for a period of one (1) year, except with respect to Grant Property as provided for by section 5 below. Grant Recipient must spend the grant funds for the public function project described by the Grant Requirements, which must be used during the one-year term of this Agreement. Receipts and/or other acceptable proof evidencing the expenditure of the grant funds must be submitted to the General Manager within thirty (30) days of each expenditure,
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This Agreement is approved and executed by the Authority on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and by the Grant Recipient on the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Signature of Grant Recipient

\_\_\_\_\_  
Grant Recipient Name

\_\_\_\_\_  
Grant Recipient Address

Tax ID No. \_\_\_\_\_

ATTEST:

Midwest City Memorial Hospital Authority

\_\_\_\_\_  
Sara Hancock, Secretary

\_\_\_\_\_  
Matthew D. Dukes, II, Chairman



NEW BUSINESS/  
PUBLIC DISCUSSION

