



MIDWEST CITY
MEETING AGENDAS FOR
February 27, 2018

STAFF BRIEFING

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

February 27, 2018 – 6:00 PM

To make a special assistance request for any meeting, call 739-1215 or email 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.

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the City Council, Municipal Authority, Memorial Hospital Authority, and the Special Economic Development Advisor for February 27, 2018.



CITY OF MIDWEST CITY COUNCIL AGENDA

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

February 27, 2018 – 7:00 PM

- A. CALL TO ORDER.
- B. OPENING BUSINESS.
- Invocation by Tim Lyon, Assistant City Manager
 - Pledge of Allegiance by Jr. ROTC Cadet Alexys Broderick and Sabrina Martin
 - Community-related announcements and comments
 - OML 25-Year Award Presentation by Janet Smith to Kathy Trainer in Neighborhood Services.
- C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council members, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with the approval of all Council members, or members of the audience wish to discuss an item, it will be removed and heard in a regular order.
1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of February 13, 2018, as submitted. (City Clerk - S. Hancock)
 2. Discussion and consideration of accepting the City Manager's Report for the month of January, 2018. (Finance - C. Barron)
 3. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: General Gov't Sales Tax Fund, revenue/Miscellaneous (09) \$21,458; expenses/Street (09) \$21,458. Emergency Operations Fund, revenue/Miscellaneous (00) \$750; expenses/Emergency Operations (21) \$750. (Finance - C. Barron)
 4. Discussion and consideration of passing and approving a resolution for the City of Midwest City, Oklahoma to establish a capital asset threshold for financial statement reporting purposes. (Finance - C. Barron)
 5. Discussion and consideration of approval of Legal Services Agreement with Williams, Box, Forshee & Bullard, P.C., and authorizing the Mayor/Chairman to execute the Legal Services Agreement and other related documents and agreements. (City Manager - G. Henson)
 6. Discussion and consideration apply to participate in the Oklahoma Corporation Commission Indemnity Fund for assistance in closing OCC Case #064-4221, Facility ID #55-57609 at 5825 SE 15th Street. (Economic Development - R. Coleman)
 7. Discussion and consideration of entering into a contract with SCS Engineers, Yukon, OK, not to exceed \$50,000 to oversee the City's application to the Oklahoma Corporation Commission Indemnity Fund and subsequent work necessary to administer and close OCC Case #064-4221, Facility ID #55-57609 at 5825 SE 15th Street. (Economic Development - R. Coleman)

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

D. DISCUSSION ITEMS.

1. Discussion and consideration of approving a resolution establishing 100% of all fees and taxes from 9-1-1 emergency telephone services to be collected by ACOG for the period February 27, 2018 through June 30, 2018. (Emergency Management - M. Bower)

2. Discussion and consideration of approving and entering into the FY 2018-2019 Service Contract with the Midwest City Branch YMCA for services at Reed Baseball Complex and Civic Baseball Complex. The contract is from March 1, 2018 through February 28, 2019. (Parks and Recreation - F.Gilles)
3. Discussion and Consideration of supplementing the street department budget for FY 17-18 by adding a fulltime grounds keeping position for the purposes of maintaining Reed, Civic and Doug Hunt sports complexes. (Public Works Director - V. Sullivan)
4. (PC – 1932) Public hearing with discussion and consideration of approval of the proposed Final Plat of Turtlewood 6th Addition for the property described as a part of the SE/4 of Section 7, T-11-N, R-1-W. (Community Development - B. Harless)
5. (PC-1937) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Drinking Establishment: Sit-Down, Alcoholic Beverages and Low-Point Beer Permitted in the C-3, Community Commercial district, for the property described as a part of the NW/4 of Section 3 T-11-N, R-2-W, located at 232 S. Air Depot Blvd. (Community Development - B. Harless)
6. (PC-1938) Public hearing with discussion and consideration of approval of the St. Charles Place Final Plat for the property described as a tract of land lying in the SW/4 of section 36, T-12-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma. (Community Development - B. Harless)

E. FURTHER INFORMATION.

1. Minutes of the February 6, 2018 Board of Adjustment Minutes (Community Development - B. Harless)
2. Minutes of the February 6, 2018 Planning Commission meeting (Community Development - B. Harless)

F. NEW BUSINESS/PUBLIC DISCUSSION.

G. ADJOURNMENT.



CONSENT AGENDA



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

Midwest City Council Staff Briefing Minutes

February 13, 2018 – 6:00 PM

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

Mayor Matt Dukes called the meeting to order at 6:00 PM with the following members present: Councilmembers Susan Eads, Rick Dawkins, *Sean Reed, and Jeff Moore; and City Clerk Sara Hancock. Absent: Pat Byrne and Christine Allen.

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for February 13, 2018.

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

*Councilmember Reed arrived at 6:10 PM.

Mayor Dukes adjourned the meeting at 6:34 PM.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

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

Midwest City Council Minutes

February 13, 2018 – 7:00 PM

This meeting was held in the Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Mayor Matt Dukes called the meeting to order at 7:02 PM with the following members present: Councilmembers: *Susan Eads, Rick Dawkins, **Sean Reed, ***Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: Pat Byrne.

Opening Business. Public Works Director, Vaughn Sullivan, opened with the invocation; followed by the Pledge of Allegiance led by ROTC Cadets Travis Waskon and Braxton Male. Council and staff made community-related announcements.

Consent Agenda. Eads made a motion to approve the Consent Agenda, as submitted, except for items 3 and 6, seconded by Moore. Voting aye: Eads, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Byrne. Motion carried.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of January 23, 2018; and the special meeting of January 30, 2018, all as submitted.
2. Discussion and consideration of the approval of a Medical Retirement Application made by Mr. Tufuola Tima through the Oklahoma Municipal Retirement Fund.
3. **Discussion and consideration of accepting the park design within the Original Mile.** Anthony McDermid with TAP Architecture presented the Original Mile park design. Eads made a motion to accept the presentation, as submitted, seconded by Reed. Voting aye: Eads, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Byrne. Motion carried.
4. Discussion and consideration of entering into a project agreement for Federal-aid Project Number TAP3-3269(004)AG, State Job Number 33269(04), with the Oklahoma Department of Transportation to receive federal funds in the amount of \$69,600 to design the Rail w/ Trail; Multi-Use Trail from Air Depot Boulevard to Quinlan Park along the abandoned rail corridor owned by ODOT (Phase 3).
5. Discussion and consideration of approving and entering into the National Museum of the United States Air Force Static Display Program 2018 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, 2018 through March 31, 2019.
6. **Discussion and consideration of accepting a letter of intent (LOI) from the Tinker YMCA for the use of Fred Myers Civic Baseball Park and Reed Baseball Park to provide little league baseball programming to the youth of eastern Oklahoma County and beyond.** Stephanie Wilson, Executive Director for the Midwest City YMCA spoke with the Council. Eads made a motion to accept the letter of intent, as submitted, seconded by Allen. Voting aye: Eads, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Byrne. Motion carried.

7. Discussion and consideration of reappointing Sherry Beard to the Midwest City Tree Board for another three-year terms ending on February 10, 2021.
8. Discussion and consideration of 1) declaring vehicle #14-02-32 (2005 GMC Sierra 1500 with fiberglass animal box) obsolete/surplus; and 2) authorizing disposal by public auction or sealed bid.

* Councilmember Eads left the meeting at 7:20 PM and returned at 7:27 PM.

** Councilmember Reed left the meeting at 7:23 PM and returned at 7:25 PM.

Discussion Items.

1. **Presentation from Insurance Services Office (ISO) and the State Insurance Commission Office on the most recent ISO evaluation.** Ken Stoops with the Insurance Services Office presented the ISO final report to the Council. Yogi Cole from the Oklahoma Insurance Department presented the Mayor with a Citation Award for the City's ISO 1 rating. Allen made a motion to accept the report, as submitted, seconded by Eads. Voting aye: Eads, Dawkins, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Bryne and Reed. Motion carried.

** Councilmember Reed left the meeting again at 7:50 PM and returned at 7:55 PM.

2. **Discussion and Consideration of accepting an update regarding ongoing OG&E Street Lighting maintenance issues.** Jerry Maynard, 5900 S.E. 11th Street and Bobbie Holland, 202 E. Rickenbacher spoke with Council. Allen made a motion to accept the report, as submitted, seconded by Moore. Voting aye: Eads, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Bryne. Motion carried.
3. **Discussion and consideration of a Resolution Approving and Authorizing the Conveyance of Certain Real Property and Assignment of Project Agreements Pertaining to the Midwest City Downtown Redevelopment Project by the City of Midwest City, a municipal corporation, to the Midwest City Economic Development Authority, a public trust; Approving and Authorizing the Transfers, Conveyances, and Assignments described herein; Approving and Authorizing the Execution of such instruments, agreements, assignments, and other documents as may be necessary or appropriate to effectuate the approvals and authorizations contained in this Resolution; and Containing Other Provisions Relating Thereto.** Dawkins made a motion to approve the replat, as submitted, seconded by Moore. Voting aye: Eads, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Bryne. Motion carried.

New Business/Public Discussion. Russel Reed, 551 E. Harmon Dr., spoke to the Council.

Adjournment. There being no further business, Mayor Dukes adjourned the meeting at 8:16 PM.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk



The City of MIDWEST CITY

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 27, 2018

Subject: Discussion and consideration of accepting the City Manager's Report for the month of January, 2018.

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

Police Capitalization (21) decreased due to the purchase of:
Patrol cars and equipment <\$306,466>

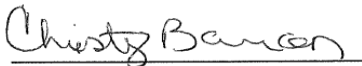
Hotel/Conference Center (195) had an operational loss of \$88,667 in January.

Golf (197) had an operational loss of \$18,931 in January.

MWC Hospital Authority (425) activities for January:

Compounded Principal (9010) - unrealized gain on investment	\$3,608,297
- audit adjustment to prepaid rent	\$896,934
Discretionary (9050) - unrealized gain on investment	\$519,349
In Lieu of/ROR/Misc.(9060) - reclass Newey Property to asset	\$3,439,804

This item is at Council's discretion.



Christy Barron
Finance Director

City of Midwest City
Financial Summary by Fund
for Period Ending January, 2018
(Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-17 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance	Fund Balance Reserve
9	GENERAL GOVERNMENT SALES TAX	1,691,239	-	1,674,435	302,525	(285,721)	16,804	1,691,239	-
10	GENERAL	4,751,725	(126,804)	4,336,960	22,071,654	(21,783,693)	287,961	4,624,921	-
11	CAPITAL OUTLAY RESERVE	920,513	-	910,331	10,182	-	10,182	920,513	-
13	STREET AND ALLEY FUND	1,029,418	-	855,701	322,115	(148,398)	173,717	1,029,418	-
14	TECHNOLOGY FUND	285,970	-	409,613	182,929	(306,572)	(123,643)	285,970	24,684
15	STREET LIGHT FEE	861,666	-	522,584	339,083	-	339,083	861,666	-
16	REIMBURSED PROJECTS	681,813	(184,121)	547,839	87,456	(137,603)	(50,147)	497,692	-
17	29TH & DOUGLAS PROPERTY	5,500,000	-	5,434,937	66,381	(1,318)	65,063	5,500,000	-
20	MWC POLICE DEPARTMENT	1,207,946	-	1,246,407	7,430,094	(7,468,555)	(38,461)	1,207,946	644,347
21	POLICE CAPITALIZATION	627,238	-	890,210	152,163	(415,136)	(262,972)	627,238	-
25	JUVENILE FUND	34,309	-	10,774	61,037	(37,502)	23,535	34,309	5,332
30	POLICE STATE SEIZURES	61,063	-	60,510	1,218	(665)	553	61,063	-
31	SPECIAL POLICE PROJECTS	79,606	-	73,425	11,637	(5,455)	6,182	79,606	-
33	POLICE FEDERAL PROJECTS	67,220	-	69,900	460	(3,139)	(2,679)	67,220	-
34	POLICE LAB FEE FUND	17,272	(26)	17,610	5,603	(5,967)	(364)	17,246	-
35	EMPLOYEE ACTIVITY FUND	19,375	-	19,641	9,156	(9,422)	(266)	19,375	-
36	JAIL	119,609	-	130,475	45,135	(56,000)	(10,865)	119,609	-
37	POLICE IMPOUND FEE	213,294	(66)	197,845	40,791	(25,408)	15,383	213,228	-
40	MWC FIRE DEPARTMENT	997,973	(4)	967,831	5,999,120	(5,968,982)	30,138	997,969	517,796
41	FIRE CAPITALIZATION	616,809	-	574,356	219,632	(177,179)	42,453	616,809	-
45	MWC WELCOME CENTER	348,874	(84)	351,874	118,503	(121,587)	(3,084)	348,790	9,933
46	CONV / VISITORS BUREAU	173,460	-	166,636	189,357	(182,532)	6,824	173,460	17,622
50	DRAINAGE TAX FUND	62,677	-	61,453	1,224	-	1,224	62,677	-
60	CAPITAL DRAINAGE IMP	446,700	-	427,064	267,562	(247,926)	19,636	446,700	21,618
61	STORM WATER QUALITY	963,378	-	943,553	444,754	(424,929)	19,824	963,378	37,141
65	STREET TAX FUND	1,405,728	-	1,241,274	264,498	(100,045)	164,453	1,405,728	-
70	EMERGENCY OPER FUND	512,972	-	598,793	233,867	(319,688)	(85,821)	512,972	20,932
75	PUBLIC WORKS ADMIN	283,941	-	291,156	570,121	(577,336)	(7,215)	283,941	-
80	INTERSERVICE FUND	320,837	-	272,360	1,367,733	(1,319,256)	48,477	320,837	-
81	SURPLUS PROPERTY	362,100	(289,212)	65,589	29,252	(21,952)	7,300	72,888	-
115	ACTIVITY FUND	366,704	(151)	335,598	109,610	(78,655)	30,955	366,553	-
123	PARK & RECREATION	580,142	(354)	641,380	315,769	(377,361)	(61,592)	579,788	-
141	COMM. DEV. BLOCK GRANT	6,039	(10)	6,029	272,635	(272,635)	-	6,029	-
142	GRANTS/HOUSING ACTIVITIES	184,325	(7,833)	159,993	86,662	(70,163)	16,499	176,492	-
143	GRANT FUNDS	98,519	(38,519)	60,000	94,032	(94,032)	-	60,000	-

City of Midwest City
 Financial Summary by Fund
 for Period Ending January, 2018
 (Unaudited)

Fund Number	Fund Description	Assets	Liabilities	6-30-17 Fund Balance	Revenues	Expenditures	Gain or (Loss)	Fund Balance	Fund Balance Reserve
157	CAPITAL IMPROVEMENTS	2,403,624	-	2,286,008	312,858	(195,242)	117,616	2,403,624	-
172	CAP. WATER IMP-WALKER	649,766	-	435,881	306,142	(92,257)	213,885	649,766	-
178	CONST LOAN PAYMENT REV	2,430,493	-	2,047,301	482,617	(99,425)	383,192	2,430,493	-
184	SEWER BACKUP FUND	80,190	-	79,795	890	(495)	395	80,190	-
186	SEWER CONSTRUCTION	3,436,919	(175,000)	3,125,875	855,541	(719,498)	136,044	3,261,919	1,111,650
187	UTILITY SERVICES	577,822	(924)	526,935	711,071	(661,108)	49,963	576,898	50,769
188	CAP. SEWER IMP.-STROTH	326,726	-	120,773	244,449	(38,496)	205,953	326,726	-
189	UTILITIES CAPITAL OUTLAY	2,014,951	(121,123)	1,606,173	385,631	(97,976)	287,655	1,893,828	-
190	MWC SANITATION DEPARTMENT	2,204,185	-	2,196,682	3,564,036	(3,556,534)	7,502	2,204,185	214,079
191	MWC WATER DEPARTMENT	1,884,996	-	1,227,918	3,960,013	(3,302,935)	657,078	1,884,996	252,832
192	MWC SEWER DEPARTMENT	1,233,541	-	1,249,298	3,210,089	(3,225,847)	(15,758)	1,233,540	241,173
193	MWC UTILITIES AUTHORITY	912,032	-	907,294	10,089	(5,350)	4,739	912,032	-
194	DOWNTOWN REDEVELOPMENT	3,878,452	-	4,070,581	718,475	(910,604)	(192,130)	3,878,452	783,950
195	HOTEL/CONFERENCE CENTER	473,876	(489,519)	40,888	2,802,465	(2,858,997)	(56,532)	(15,644)	-
196	HOTEL 4% FF&E	826,400	-	885,809	112,098	(171,508)	(59,410)	826,400	-
197	JOHN CONRAD REGIONAL GOLF	84,453	(2,570)	115,510	587,634	(621,262)	(33,628)	81,882	56,561
201	URBAN RENEWAL AUTHORITY	63,230	-	63,260	705	(735)	(30)	63,230	-
202	RISK MANAGEMENT	3,699,639	(37)	3,625,418	1,187,851	(1,113,666)	74,185	3,699,603	1,804,000
220	ANIMALS BEST FRIEND	65,822	-	95,010	21,154	(50,342)	(29,188)	65,822	-
225	HOTEL MOTEL FUND	-	-	-	332,657	(332,657)	-	-	-
230	CUSTOMER DEPOSITS	1,416,994	(1,416,994)	-	15,772	(15,772)	-	-	-
235	MUNICIPAL COURT	57,195	(57,195)	-	752	(752)	-	-	-
240	L & H BENEFITS	1,910,587	(17,737)	1,784,337	4,222,924	(4,114,411)	108,513	1,892,850	-
250	CAPITAL IMP REV BOND	5,615,959	(56,278,123)	(53,371,923)	8,609,876	(5,900,118)	2,709,758	(50,662,164)	-
269	2002 G.O. STREET BOND	456,355	-	560,306	5,816	(109,767)	(103,951)	456,355	-
310	DISASTER RELIEF	1,362,569	(165,700)	1,231,487	95,971	(130,589)	(34,618)	1,196,869	-
340	REVENUE BOND SINKING FUND	-	-	-	3,226,173	(3,226,173)	-	-	-
350	G. O. DEBT SERVICES	410,744	-	182,275	256,866	(28,397)	228,469	410,744	-
351	TAX INCREMENT FINANCING	-	-	-	-	-	-	-	-
352	SOONER ROSE TIF	5,299,595	(16,475,000)	-	22,449	(11,197,855)	(11,175,405)	(11,175,405)	-
425-9010	MWC HOSP AUTH-COMP PRINCIPAL	92,264,031	(8,010,475)	75,604,656	10,390,320	(1,741,421)	8,648,900	84,253,556	-
425-9020	MWC HOSP AUTH-LOAN RESERVE	2,951,827	(451,827)	2,500,000	38,716	(38,716)	-	2,500,000	-
425-9050	MWC HOSP AUTH-DISCRETIONARY	11,675,833	(12,087)	8,016,068	4,182,030	(534,352)	3,647,678	11,663,747	-
425-9060	MWC HOSP IN LIEU OF/ROR/MISC	5,982,053	(154,711)	4,781,110	2,450,305	(1,404,071)	1,046,234	5,827,344	-
	TOTAL	182,551,312	(84,476,206)	90,568,860	95,048,389	(87,542,141)	7,506,248	98,075,108	5,814,419



The City of MIDWEST CITY

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 27, 2018

Subject: Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: General Gov't Sales Tax Fund, revenue/Miscellaneous (09) \$21,458; expenses/Street (09) \$21,458. Emergency Operations Fund, revenue/Miscellaneous (00) \$750; expenses/Emergency Operations (21) \$750.

The first supplement is needed to budget insurance proceeds and repair expense for damaged traffic signal at S.E. 15th St and Douglas Blvd. The second supplement is needed to budget rebate from purchase of radios to be used to purchase radio batteries.

Christy Barron
Finance Director

SUPPLEMENTS

February 27, 2018

Fund GENERAL GOV'T SALES TAX (009)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		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	21,458			
09	Street			21,458	
		21,458	0	21,458	0
Explanation:					
To budget insurance recovery and repair expense for damaged traffic signal at S.E. 15th St. and Douglas Blvd.					

Fund EMERGENCY OPERATIONS (070)		BUDGET AMENDMENT FORM Fiscal Year 2017-2018			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Miscellaneous	750			
21	Emergency Operations			750	
		750	0	750	0
Explanation:					
To budget rebate from purchase of radios to be used to purchase radio batteries.					



The City of MIDWEST CITY

100 N. MIDWEST BLVD * MIDWEST CITY, OKLAHOMA 73110
(405) 739-1240 * FAX (405) 739-1247 * TDD (405) 739-1359

Memorandum

TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: February 27, 2018

SUBJECT: Discussion and consideration of passing and approving a resolution for the City of Midwest City, Oklahoma to establish a capital asset threshold for financial statement reporting purposes.

Capital assets typically include items such as land, buildings, vehicles, equipment and infrastructure that are used in operations with a useful life of two years or more. For financial statement reporting purposes, government accounting standards require the cost of capital assets be spread out over the life of the asset instead of expensing all of the cost in the period the asset is purchased.

Because of the cost involved in tracking capital assets, government accounting standards also allow accountants to apply a capital asset reporting threshold. This means that only items exceeding the threshold dollar amount would be capitalized in the financial statements. All items below the threshold amount would be expensed in the period the asset is purchased.

The City currently uses a \$1,000 capital asset reporting threshold. However, this is much lower than what most governmental entities use which increases the cost to prepare our financial statements. We are asking that the Council approve a resolution to raise the capital asset reporting threshold to \$5,000. This is the same threshold the Federal government requires on Federal grants and is in agreement with Government Finance Officers Association (GFOA) recommendations. In addition, it is in agreement with recommendations made by our auditor.

Christy Barron
Finance Director

Attachment: Proposed Resolution

RESOLUTION NO. 2018-_____

A RESOLUTION ESTABLISHING A CAPITAL ASSET THRESHOLD FOR FINANCIAL STATEMENT REPORTING PURPOSES.

WHEREAS, 11 O.S., Section 17-105 requires that the City have an audit of its annual financial statements.

WHEREAS, the City prepares its financial statements in accordance with Government Accounting Standards Board (GASB) pronouncements which require capitalization of assets that will benefit multiple financial statements reporting periods.

WHEREAS, accounting standards do not have to be applied to items that are of only minimal interest to financial statement users. Accountants describe such items as immaterial.

WHEREAS, the Government Finance Officers Association Best Practices for Capital Assets recommends that governments maintain a capitalization threshold of no less than \$5,000 per item.

WHEREAS, 2 C.F.R., 200.33 sets the capitalization threshold for Federal awards at \$5,000 per item.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Midwest City, Oklahoma that the capitalization threshold for financial statement reporting purposes will be set at \$5,000 per item starting with the fiscal year (FY) 18-19 financial statements.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, this 27th day of February, 2018.

CITY OF MIDWEST CITY, OKLAHOMA

MATT DUKES, MAYOR

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this 27th day of February, 2018.

PHIL ANDERSON, City Attorney



City Attorney
100 N. Midwest Boulevard
Midwest City, OK 73110
panderson@midwestcityok.org
Office: 405.739.1203/Fax: 405.739.1208
www.midwestcityok.org

MEMORANDUM


TO: Honorable Mayor and City Council

FROM: Philip W. Anderson, City Attorney

DATE: February 27, 2018

SUBJECT: Discussion and consideration of accepting the Legal Services by and between Williams, Box, Forshee & Bullard, P.C. and the City of Midwest City, Oklahoma, a municipal corporation, the Midwest City Municipal Authority, a public trust, and the Midwest City Economic Development Authority, a public trust for services related to the Bond for refinancing of the Town Center Project.

-
- A. Services provided on an hourly rate basis, for legal services performed prior to January 1, 2018, and if requested, will be performed after the current bond issue closes in late February, which have included the attempted Wells Fargo loan, the \$2M Municipal Authority loan used to pay 4086 and creation of the MWCEDA.
 - B. Services provided on a flat fee basis, contingent on sale and delivery of bonds, for legal services including issuance of opinions as Issuer's Counsel in connection with the now pending MWCEDA bond issue.



Philip W. Anderson,
City Attorney

CONTRACT FOR LEGAL SERVICES

This Contract for Legal Services (“Agreement”) is entered into by and between Williams, Box, Forshee & Bullard, P.C., having an address of 522 Colcord Drive, Oklahoma City, Oklahoma 73102 (“Attorneys”), and the City of Midwest City, Oklahoma, a municipal corporation, (“City”) the Midwest City Municipal Authority, a public trust, (“Municipal Authority”) and the Midwest City Economic Development Authority, a public trust, (the “Economic Development Authority”), each having an address of 100 N. Midwest Blvd, Midwest City, Oklahoma 73110 (collectively, “Midwest City”).

WITNESSETH:

In consideration of the mutual covenants and agreements hereinafter set forth, Midwest City and Attorneys agree as follows:

I. PROFESSIONAL SERVICES

Attorneys agree to provide legal services to the City, the Municipal Authority and the Economic Development Authority as requested by the respective City Manager, General Manager or City Attorney thereof, (each of which shall be a “Midwest City Representative”); provided however, Midwest City shall not be obligated to request legal services under this Agreement.

II. FEES AND EXPENSES

A. Services provided on an hourly rate basis.

Hourly rate basis fees for legal services. To the extent that Attorneys perform legal services hereunder on an hourly rate basis, Midwest City shall compensate Attorneys for such services at maximum hourly rates not to exceed \$300.00 per hour for the services of John Michael Williams, \$250.00 per hour for other lawyers and \$95.00 per hour for legal assistants, with billing statements to be rendered by Attorneys in accordance with then current billing policies of Attorneys (“Hourly Rate Fees”).

Expenses. In addition to the foregoing Hourly Rate Fees, Attorneys will be paid by Midwest City for reasonable expenses incurred by Attorneys in performing its services for Midwest City, including long distance telephone and other communication costs, the costs of binding and reproduction, computer legal research and database research, courier and shipping, extraordinary postage, filing fees, court costs and service of process, exhibits, expert witnesses, consultants, other lawyers, real estate and other title services, court reporting, publication and other similar items, provided however, any single item of expense in excess of \$500.00 shall be approved by a Midwest City Representative; and, those additional items of expense benefitting Midwest City as requested by a Midwest City Representative

Attorneys shall not receive compensation under this Section II-A for work performed beginning January 1, 2018 through the date of sale and delivery of the Bonds described below. During this time, Attorneys shall be compensated under Section II-B by the Bond Fee for service as Special Issuer’s Counsel.

B. Services provided on a flat fee basis, contingent on sale and delivery of bonds.

The Economic Development Authority intends to or has issued its Economic Development Revenue Bonds (Town Center Plaza Project), Taxable Refunding Series 2018 ("Bonds"), supported by a Replenishment Agreement by which the Municipal Authority agrees to replenish the Debt Service Reserve Fund for the Bonds to the Debt Service Reserve Requirement at such times as may be necessary pursuant to and as defined by the Indenture for the Bonds, and with respect thereto, Attorneys shall serve as Special Issuer's Counsel to the Economic Development Authority and the Municipal Authority, and shall issue Special Issuer's Counsel Opinions as necessary to facilitate sale and delivery of the Bonds.

Attorney's shall be paid a fee of one tenth of one percent (0.10%) of the principal amount of the Bonds for such service as Special Issuer's Counsel, inclusive of expenses ("Bond Fee). The Bond Fee shall be paid when and if the Bonds are sold and delivered, with the payment of the Bond Fee to Attorneys contingent on sale and delivery of the Bonds. If the Bonds are not sold and delivered, the Bond Fee will not be paid to Attorneys.

The Bond Fee shall be in addition to the Hourly Rate Fees paid to Attorneys provided for by Section II-A of this Agreement for services performed by Attorneys prior to January 1, 2018 and after the Bonds are sold and delivered.

III. MISCELLANEOUS

Attorneys are independent contractors and not employees of Midwest City.

Fees and expenses to be paid to Attorneys may be paid by the City, the Economic Development Authority or the Municipal Authority as directed by the City Manager or General Manager, respectively, of same.

Legal services performed prior to the effective date of this Agreement may be compensated under this Agreement.

This Agreement shall be effective as to those parties hereto by which it has been approved and executed irrespective of whether all parties have approved and executed the Agreement.

IV. TERMINATION

This Agreement may be terminated upon ten (10) days' notice by either Midwest City or Attorneys, provided that Midwest City shall compensate Attorneys for professional services and expenses provided by Attorneys to the date of termination.

IN WITNESS WHEREOF, the parties have hereunto set their hands below and agree to all contained in this Agreement effective February 13, 2018.

CITY OF MIDWEST CITY, OKLAHOMA,
a municipal corporation

Mayor

ATTEST:

City Clerk

MIDWEST CITY MUNICIPAL AUTHORITY,
a public trust

Chairman

ATTEST:

Secretary

MIDWEST CITY ECONOMIC DEVELOPMENT
AUTHORITY, a public trust

Chairman

ATTEST:

Secretary

WILLIAMS, BOX, FORSHEE & BULLARD, P.C.

By _____
John Michael Williams, President



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Robert Coleman, Director of Economic Development

DATE: February 27, 2018

SUBJECT: Discussion and consideration apply to participate in the Oklahoma Corporation Commission Indemnity Fund for assistance in closing OCC Case #064-4221, Facility ID #55-57609 at 5825 SE 15th Street.

The subject site lies in the public right-of-way on the north side SE 15th ST near its intersection with Center Drive. A wrecker service is believed to have formerly conducted business on this site from the mid-1950s until the 1960s when it was apparently converted to a used automobile dealership. The shop was vacated and demolished following the May 3, 1999, tornado, but one (1) underground petroleum storage tank remained in place.

Last month, Council approved submitting an application for a variance to leave the tank in place due to its close proximity to existing utility infrastructure. The variance was granted and the tank was filled with flowable cement as required. SCS Engineering (“SCS”) conducted on site soil testing as part of the Closure requirements. Those tests revealed the presence of hydrocarbons above OCC Limits. SCS is now working to close the case by tapping into resources offered by the OCC’s Leaking Underground Storage Tank Indemnity Fund.

SCS Engineers is now working to close the case by tapping into resources offered by the Oklahoma Corporation Commission’s Leaking Underground Storage Tank Indemnity Fund. This fund was established to reduce costs to those who purchased contaminated sites to a maximum of \$5,000 out of pocket. To participate, we must complete the application and agree to terms and conditions established by the program.

Staff recommends approval of the contract as written.

Robert B. Coleman
Director of Economic Development

Attachment: OCC UST Indemnity Fund Application.

INDEMNITY FUND APPLICATION

PLEASE COMPLETE THIS FORM AND RETURN TO THE OKLAHOMA CORPORATION COMMISSION,
PETROLEUM STORAGE TANK DIVISION, PO BOX 52000, OKLAHOMA CITY, OK 73152.

Notice to Applicant

Oklahoma Statutes provide that to be eligible for the Indemnity Fund, an eligible owner/operator must have been operating the tank system within the rules of the Commission. Upon application to the Indemnity Fund, a statutory substantial compliance review will be conducted from the date the leak was discovered for the 12 months prior to leak discovery. If non-compliance is determined by staff to have occurred, a fine table located within Commission rules may be used to calculate the substantial compliance fine. **All proposed fines and the statutory initial \$1000 co-pay must be paid, and the tank system in substantial compliance, before eligibility will be awarded.** If there is any problem with compliance or with your application, PSTD will notify you and work with you to resolve the problem. OCC staff will determine if the applicant is an impacted property owner. If it is determined that the applicant is an impacted property owner then substantial compliance and the co-pay do not apply.

1. Case Number: 064-4221

2. Facility ID: 55-57609
Facility Name: Unregistered UST
Facility Address: 5825 SE 15th Street
City: Midwest City State: OK Zip: 73110

3. APPLICANT
Name: City of Midwest City
Address: 100 North Midwest Boulevard
City: Midwest City State: OK Zip: 73110
Phone No. 405.739.1218

Contact Person/Authorized Signatory

Printed Name

Please sign here for an additional signatory authority. If the applicant would like more than one additional signatory authority submit a separate sheet on company letter head with a required sample signature.

4. Applicant is: Property Owner Tank Owner Operator Other (describe)_____

5. ENVIRONMENTAL CONSULTANT

Company Name: SCS Engineers

Licensed Environmental Consultant: Doug Dreiling

Contact Person: Susan McCart

Address: 1817 Commons Circle, Suite 1

City: Yukon State:OK Zip: 73099

Phone: 405-265-3960 (OK); 913-749-0710 (Susan McCart)

6. Are/were the Tank(s) Registered? Yes No

7. Do/did these tank(s) store fuel only for your own company's use as opposed to selling fuel to retail customers? Yes No Unknown

If yes, what is the average monthly throughput in gallons? Not applicable

8. Does this property have **any** insurance policies (including property damage policies)? Yes No
If yes, please provide a complete copy of any and all insurance policies. If no, we reserve the right to request financial records.

9. Is there medical injury, actual physical damage or property damage associated with this release?
 Yes No

If yes, please provide copies of all invoices/judgments establishing damage(s).

10. Are any lawsuits now pending or anticipated as a result of this release whereby:

Applicant is a defendant and may request reimbursement payable from the Fund as a result of the lawsuit or applicant is a plaintiff requesting reimbursement from a third party. Yes No Unknown

If yes, give case #, court, parties and attach copies of the principal pleading. _____

11. Is the tank system still in use? Yes No If no, approximately when was the system taken out of service? Tank was believed to have been removed from service in the early 1960s.

If the system was in service after January 1, 1990, please attach copies of your leak detection records for the last twelve months that the system was in service or if the system was in service after January 1, 1999, please attach the testing and inspection records for the systems cathodic protection.

12. THE APPLICANT HEREBY ACKNOWLEDGES THE RIGHT OF SUBROGATION OF THE OKLAHOMA CORPORATION COMMISSION. IF THERE IS A THIRD PARTY PAYOR, THE COMMISSION CAN STOP PAYMENTS AND RECOVER FUNDS ALREADY REIMBURSED.
13. THE APPLICANT UNDER PENALTY OF PERJURY, HEREBY AFFIRMS THAT THE INFORMATION CONTAINED IN THIS APPLICATION, AND ALL SUPPLEMENTALS THERETO, IS TRUE AND CORRECT.

APPLICANT:

Signature

Print full legal name

Date:_____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

My Commission Expires: _____ My Commission Number: _____

(Seal)

State of: _____)

County of: _____)

Assignment Affidavit

I hereby upon my oath depose and say as follows:

Effective February 27, 2017, SCS Engineers has been retained by the City of Midwest City to provide services required under an approved Corrective Action Plan relating to OCC Case Number 064-4221.

The City of Midwest City hereby assigns all payments of approved claims submitted to the Indemnity Fund on our behalf, to SCS Engineers and request that payment be made directly to them at the address shown on the currently appropriate Indemnity Fund forms.

This assignment is to remain in full force and effect until revoked by me in writing directed to the Petroleum Storage Tank Division Indemnity Fund.

Affiant Signature/Signature Authority

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20____

NOTARY PUBLIC

My Commission Expires: _____

My Commission Number _____

(SEAL)

State of: _____)

County of: _____)

OKLAHOMA CORPORATION COMMISSION
PETROLEUM STORAGE TANK DIVISION

Affidavit of Non-Collusion & Non-Ownership Participation

STATE OF: Oklahoma

CASE NO. 064-4221

COUNTY OF: Oklahoma

FACILITY NO. 55-57609

A: Applicant:

I, City of Midwest City, OK, (hereafter "applicant") of lawful age, being first duly sworn, on oath say:

1. I am the Applicant for this facility and I am fully aware of the facts and circumstances of my agreement with the Environmental consultant or the Environmental consulting firm in this case; and
2. I have not received any payment of any kind, directly or indirectly from the Environmental consultant or Environmental consulting firm in this case; and
3. Neither the Environmental consultant nor Environmental consulting firm nor anyone subject to their direction or control has agreed to pay me or share with me, directly or indirectly any of the monies to be paid by the Lust Trust Fund or the Indemnity Fund for investigation, delineation or remediation in this case nor will I accept or retain directly or indirectly at any time in the future any part of the monies paid by the Lust Trust Fund or the Indemnity Fund for the investigation and cleanup of contamination in this case.
4. Neither the Environmental consultant or the Environmental consulting firm has agreed to pay or absorb the cost of any co-pay in this case and I would not and will not allow them to do so, now or in the future.
5. I hereby certify that I am not an employee or an officer of the environmental company retained to perform corrective action on the above-referenced case. I also certify that neither I, or companies I am affiliated with own in excess of 10% of the above-mentioned environmental company.

B: Environmental Consultant:

I, Doug Dreiling , of lawful age, being first duly sworn on oath, say:

1. I have agreed to furnish environmental consulting services in this case.
2. I have not and will not make any payment of a share of funds received by the Lust Trust Fund or the Indemnity Fund to the applicant, its agents or employees.
3. I have not and will not agree to absorb or pay any co-pay on the Indemnity Fund's coverage of this case.
4. To the best of my knowledge, no one under my direction or control and no one subject to the direction of any company by which I am employed as a environmental consultant, has or will make any payment of a share of funds received by the Lust Trust Fund or the Indemnity Fund to the applicant, its agents or employees.
5. In the event I learn of any person making a payment of a share of funds received by the Lust Trust Fund or the Indemnity Fund to the applicant, its agents or employees, I will immediately report this information to the

(Revised October 2016)

Indemnity Fund Administrator and the Director of the Petroleum Storage Tank Division of the Corporation Commission.

Applicant

Date

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20____

NOTARY PUBLIC

My Commission Expires: _____
My Commission Number _____

(SEAL)

State of: _____)

County of: _____)

Environmental Consultant

Date

Subscribed and sworn to before me this ____ day of _____, 20____

NOTARY PUBLIC

My Commission Expires: _____
My Commission Number _____

(SEAL)

State of: _____)

County of: _____)

Leak Detection Data Sheet
Petroleum Storage Tank Division Substantial Compliance

Owner Name:City of Midwest City **Case Number:** 064-4221 **Facility Number:** 55-57609

Owner Address:

100 N Midwest Boulevard
Midwest City, OK 73110

Site Name and Address:

5825 SE 15th Street
Midwest City, OK 73110

Tank Leak Detection (Submit the 12 months of data/records prior to the release report date)

- Vapor Monitoring Wells-No. wells: (include site assessment and OCC approval letter)
- GW Monitoring Wells-No. wells: (include site assessment and OCC approval letter)
- Tank Tightness with Monthly Inventory Reconciliation (last tank test within 5 years and MIR)
- Date tank met corrosion protection upgrade:**
- Automatic Tank Gauge (0.1 gph) - Model# (include 12 months of tank tests for each tank)
- Automatic Tank Gauge (0.2 gph) with MIR - Model# (include 12 months of tank tests/MIR for each tank)
- Automatic Tank Gauge CSLD with MIR- Model# (print system set up menu to verify 99% operating mode and include 12 months of tank tests/MIR for each tank)
- Statistical Inventory Reconciliation - Vendor and Version:
- Manual Tank Gauging – less than 1,000 gal or
- Manual Tank Gauging with periodic tank test (within 5 yrs) – over 1,000 and less than 2,000 gals
- Interstitial Monitoring Model# (include monthly sensor and alarm reports)
- Monthly water check (include one reading per month)
- ASTs - Visual inspections (include monthly inspection checklists per 165:26-2-134(b) or
- ASTs - MIR – 12 months

Pressure Piping Leak Detection

- Line tightness test - Date last annual .10 gph test: or
- Electronic (include 3 gph, .2 monthly, .10 annual for each line)
- Line leak detector - Date last function test: (mechanical or electronic)
- Double Wall with Sensors - Model# (include monthly sensor and alarm reports)

Suction Piping Leak Detection

- US Suction - Date last tested: (include copy of test)
- Safe Suction with only one check valve under the pump – no test required**

Corrosion Protection

- Cathodic protection documentation impressed current (suitability study, engineered design, 60 day readings, and last 3 yr certification)**
- Cathodic protection sacrificial/galvanic (last 3 yr recertification)**
- Lining certificate, recertification of lining within 10 years of initial application**
- None required – fiberglass or coated tank**

I certify that the data supplied is TRUE and CORRECT.

Signed: _____ Title: _____ Date: _____

Printed Name: _____

**Petroleum Storage Tank Division Indemnity Fund
Online Access Authorization**

SCS Engineers (Consulting Company) has been retained by the City of Midwest City, OK (Applicant/Signature Authority) to provide services required by the PSTD Indemnity Fund relating to case number 064-4221 and hereby gives authorization for submitting documentation including, but not limited to, work plans, purchase orders, reports, and claims. This form must be signed by an applicant or signature authority already on file at the Petroleum Storage Tank Division.

This authorization is to remain in full force and effect until revoked in writing by the Applicant or a signatory authority to the Petroleum Storage Tank Division Indemnity Fund.

Applicant/Signature Authority

In person before me _____ appeared.
Printed Name

Subscribed and Sworn this _____ Day of _____, 20____.

Notary Public

My Commission Expires: _____

State of _____

County of _____

**Petroleum Storage Tank Division Indemnity Fund
Authorization for Document Submittal**

SCS Engineers (Consulting Company) has been retained by the City of Midwest City (Applicant/Signature Authority) to provide services required by the PSTD Indemnity Fund relating to case number 064-4221 and hereby gives authorization for submitting documentation including, but not limited to, work plans, purchase orders, reports, and claims. This form must be signed by an applicant or a signature authority already on file at the Petroleum Storage Tank Division.

This authorization is to remain in full force and effect until revoked in writing by the Applicant or a signature authority on file at the Petroleum Storage Tank Division Indemnity Fund.

Applicant/Signature Authority

In person before me _____ appeared.
Printed Name

Subscribed and Sworn this _____ Day of _____, 20____.

Notary Public

My Commission Expires: _____

State of _____

County of _____



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Robert Coleman, Director of Economic Development

DATE: February 27, 2018

SUBJECT: Discussion and consideration of entering into a contract with SCS Engineers, Yukon, OK, not to exceed \$50,000 to oversee the City's application to the Oklahoma Corporation Commission Indemnity Fund and subsequent work necessary to administer and close OCC Case #064-4221, Facility ID #55-57609 at 5825 SE 15th Street.

The subject site lies in the public right-of-way on the north side SE 15th ST near its intersection with Center Drive. A wrecker service is believed to have formerly conducted business on this site from the mid-1950s until the 1960s when it was apparently converted to a used automobile dealership. The shop was vacated and demolished following the May 3, 1999, tornado, but one (1) underground petroleum storage tank remained in place.

Last month, Council approved submitting an application for a variance to leave the tank in place due to its close proximity to existing utility infrastructure. The variance was granted and the tank was filled with flowable cement as required. SCS Engineering ("SCS") conducted on site soil testing as part of the Closure requirements. Those tests revealed the presence of hydrocarbons above OCC Limits. SCS is now working to close the case by tapping into resources offered by the OCC's Leaking Underground Storage Tank Indemnity Fund.

This execution of this contract serves as proof the City has a contracted with SCS to oversee the work on our behalf. SCS does not anticipate that the City will pay it directly for any work as it is typically reimbursed via the OCC IF for jobs of this nature.

Staff recommends approval of the contract as written.

Robert B. Coleman
Director of Economic Development

Attachment: SCS Engineers Contract Proposal

**AGREEMENT BETWEEN SCS AND CLIENT
FOR PROFESSIONAL SERVICES**

This Agreement is made by and between the City of Midwest City, (hereafter “Client”) and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Engineers (hereafter “SCS”).

WITNESSETH

That for the considerations set forth below, the parties agree as follows:

1. Scope of Services: SCS shall provide professional services (hereafter “Services”) for the project (hereafter “Project”) in accordance with the terms and conditions of this Agreement and the Oklahoma Corporation Commission (OCC) Petroleum Storage Tank Indemnity Fund (“Indemnity Fund”) program, which may include soil borings and monitoring wells, analytical testing, risk assessment, and groundwater monitoring. All work will be pre-approved by the OCC Indemnity Fund prior to initiating Services.

2. Basis of Compensation: SCS compensation will be limited to payments preauthorized and issued by the OCC Indemnity Fund in regards to Case ID #064-4221, Facility ID #55-57609, known as the “Unregistered UST Site” or “Underground Storage Tank Location”, located at 5825 SE 15th Street and the City Right-of-Way thereto, Midwest City, Oklahoma County, Oklahoma 73110. Costs will be consistent with the OCC Recommended Reimbursement Guidelines for Oklahoma Leaking Storage Tank Facilities. Actual costs will be reflective of the current OCC Recommended Reimbursement Guidelines at the time of purchase order issuance by OCC. No other compensation except payments issued by the OCC in regards to the referenced case and facility will be due to SCS for the Services provided, unless additional Services are requested and approved in writing by the Client. Any additional professional services performed for Client shall be paid by Client in accordance with Article 5(d).

3. Method of Invoicing: Invoicing will be completed on a milestone basis and will be submitted directly to the Indemnity Fund upon completion of the activities specified on the purchase order(s) issued by the OCC prior to rendering Services. Invoices will be prepared in duplicate. The original copy will be submitted to the OCC via their web based portal and file copies will be provided to CLIENT.

4. Professional Retainer: No professional retainage is expected or anticipated.

5. General Conditions:

a. Payments for invoices prepared by SCS are due and payable by the OCC. If payments due SCS under this Agreement are received by the Client, payment shall be forwarded to SCS immediately or Client shall pay to SCS a service charge of one and one-half (1-1/2) percent per month for payments not received by SCS within thirty (30) days after the date of payment issuance by the OCC. It is expected that the Client will be considered an “impacted third party” by the Indemnity Fund and any deductible payments will be waived. However, if the deductible is not waived, the Client is responsible for 1% of the invoice total which will be payable to the Indemnity Fund. We anticipate that the total out of pocket expense will be less than \$500.00. Under no circumstances shall the Client’s responsibility to pay for the Services exceed the

statutory threshold limit (OAC Title 165:27(b)) for work activities preauthorized by the OCC in regards to this Project.

b. Client agrees to pay all costs and expenses of SCS, including reasonable attorney fees, arising out of or in connection with collecting amounts for which Client is responsible pursuant to this Agreement.

c. This Agreement may be terminated by either party upon 15 days' written notice to the other party. Upon termination, SCS shall invoice the OCC for all Services rendered to the date of termination. Any reasonable termination expenses incurred by SCS that are not paid by the OCC shall be paid by Client. If the OCC or Client does not make timely payments to SCS, SCS may suspend performance of its Services hereunder. When all amounts due are paid and adequate assurances of payment are given for all Services which have been rendered but not yet invoiced, as well as all future Services, SCS will continue its Services. Should no such assurances be given, SCS may terminate this Agreement without penalty.

d. Any work in addition to that described in Article 1 above performed at the request of the Client shall be compensated on a time-and-materials basis at the rates contained in SCS' Standard Fee Schedule in effect at the time of performance of the additional services. Unless expressly stated therein, the scope of work does not include testimony or responding to subpoenas or other legal orders requiring production of records or testimony. In the event SCS receives a subpoena or other legal order for the production of project records or testimony, SCS will be compensated by Client at current Standard Fee Schedule rates.

e. SCS shall maintain in full force and effect Commercial General Liability insurance with coverage limits which are reasonable in light of the Services to be undertaken, and Workers' Compensation Insurance as required by law.

f. Any drawings, specifications, reports, data and notes developed pursuant to this Agreement are instruments of service, and as such the original documents, tracings, and field notes are and remain the property of SCS.

g. Neither party shall delegate its duties under this Agreement without the written consent of the other party. Each party binds itself to the successors, administrators and assigns of the other party in respect of all covenants of this Agreement.

h. The parties agree that the total liability of SCS under this Agreement and for the Project shall be limited to Fifty Thousand Dollars (\$50,000) or the amount of SCS' total fees hereunder (whichever is greater), unless Client pays for the assumption of additional liability by SCS as a separate line item in Article 2 above.

i. Unless otherwise expressly stated in the Scope of Services, SCS shall have no responsibility for site health and safety, except with respect to the activities of SCS and its subcontractors. In no event shall SCS be responsible for the means, methods or manner of performance of any persons other than SCS and SCS' subcontractors.

j. Client agrees that SCS will not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the sole negligence of SCS or its subcontractors. The Client will either make others responsible for liabilities due to such conditions, or as allowed by Oklahoma law will indemnify, defend and save harmless SCS from such liabilities. At no time shall title to hazardous substances, solid wastes, petroleum contaminated soil or other regulated substances pass to SCS, nor shall any provision of this Agreement be interpreted to permit or

obligate SCS to assume the status of a “generator,” “owner,” “operator,” “transporter,” “arranger” or “treatment, storage or disposal facility” under state or federal law. The provisions of this Article 6j shall survive any termination of this Agreement.

k. SCS shall be entitled to rely on information provided by Client. SCS shall be entitled to an equitable adjustment in the price and schedule if conditions differ materially from information provided by Client, or differ from what could reasonably be anticipated given the nature of the Services.

l. SCS and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.

m. All deliverables and other data and documents produced by SCS hereunder are for Client’s and OCC’s use only. At Client’s request, SCS may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between SCS and Client.

7. Parties to Agreement. For the purposes of this Agreement, the term “SCS Engineers” shall mean SCS Engineers P.C. for projects in North Carolina, and Stearns, Conrad and Schmidt, Consulting Engineers, Inc. for all other projects.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last date written below.

SCS ENGINEERS:

CLIENT: City of Midwest City, Oklahoma

BY: _____

BY: _____

PRINT NAME: Amy M. Dzialowski

NAME: _____

TITLE: Project Director

TITLE: _____

DATE: _____

DATE: _____

2018 STANDARD FEE SCHEDULE

Labor Category	Rate
Senior Project Advisor	\$220
Senior Project Director	\$195
Project Director	\$180
Project Advisor	\$165
Senior Project Manager	\$155
Project Manager	\$140
Senior Project Professional	\$125
Project Professional	\$110
Staff Professional	\$100
Associate Professional	\$90
Designer	\$80
CADD/Graphics	\$65
Senior Technician	\$75
Technician	\$60
Project Administrator	\$80
Administrative Assistant	\$60

Note: Increase hourly rate by 1.5 for Saturday, Sunday, and holiday work or off-shift work when required by client.

General Terms:

1. Rates for Principals, expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through December 31, 2018. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 15 percent administration fee.
4. A communication fee of 1 percent of project labor will be charged for telephone, copying, postage, IT, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amounts past due and owing on client's account.



Printing Services

24-inch by 36-inch plots	\$25.00 each
36-inch by 48-inch plots	\$25.00 each
Additional Report Copies (varies depending on report)	\$25.00 - \$50.00 per report

Support Vehicles

Support Vehicle	\$0.70 per mile
SCS Support Truck	\$40.00 per day plus \$0.70 per mile
SCS Support Truck with Trailer	\$60.00 per day plus \$0.85 per mile
SCS Utility Truck	\$60.00 per day plus \$0.70 per mile
Rental Vehicle.....	Cost plus 15%

Per Diem and Travel

Hotel, Airfare	Cost plus 15%
Full-Day Meal Allowance.....	\$46.00 per day
Half-Day Meal Allowance.....	\$23.00 per day

Field Equipment and Supplies

Track-mounted Geoprobe®	\$750.00 per day
All Terrain Vehicle (ATV/UTV)	\$75.00 per day
Field Sampling Trailer	\$350.00 per day
GPS Surveying System	\$225.00 per day
Total Station Survey Equipment	\$120.00 per day
Misc. Survey Tools/Equipment	\$10.00 per day
Nuclear Density Gauge	\$100.00 per day
Photoionization Detector (PID)	\$100.00 per day
Water Level Indicator (≤300 foot).....	\$30.00 per day
Oil/Water Interface Probe	\$60.00 per day
pH/Temperature/Conductivity Meter (for water)	\$20.00 per day
Peristaltic Pump	\$40.00 per day
Hand Augers (10-foot).....	\$15.00 per day
Measuring Tape/Wheel.....	\$5.00 per day
Hand-held GPS Unit	\$25.00 per day
Generator.....	\$75.00 per day
Air Compressor (5 gallon)	\$25.00 per day
Electro fusion Machine	\$120.00 per day
Flow-Thru Multi-Parameter Meter	\$150.00 per day
Turbidimeter	\$35 per day
Composite Sampler.....	\$75 per day
QED Pump Controller.....	\$100 per day
GEM 2000.....	\$150 per day
Flow Probe (15-foot).....	\$15 per day
Digital Camera.....	\$10 per day
Expendable Equipment, Supplies & Rentals	Cost + 15%

Note: The rates shown above are effective through December 31, 2018 and are subject to revision thereafter.



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT –
BUILDING INSPECTION DIVISION

Billy Harless, Community Development Director

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

TO : Honorable Mayor and City Council

FROM : Billy Harless, Director

DATE : February 27, 2018

SUBJECT : Discussion and consideration of 1) awarding and entering into a contract with OneSource Managed Services for lease and maintenance of a Xerox Altalink C8045 Multifunctional copier for a 60-month contract at \$99.21 per month; and 2) entering into a maintenance contract for the Xerox Altalink C8045 at the rate of \$0.00650 per black and white image and \$0.043 per color image.

A team of users evaluated three local companies to replace the current copier in Community Development. The consensus was that OneSource is preferred over the competitors.

After weighing the options, the input of the team, and the budget, I recommend OneSource Managed Services for the lease of the machine. They appear to have the best service team and agreed to lock in the price for 60 months.

Staff recommends approval.

Billy Harless, AICP
Community Development Director

BH:lkb

Cost Per Copy Agreement



Lease Agreement # 129742	Dealer Name: OneSource Managed Services
---------------------------------	--

LESSEE INFORMATION			
Full Legal Name Midwest City, City Of		DBA	
Billing Address 100 N Midwest Boulevard		City Midwest City	State OK
Phone 405-739-1240		Contact Name	Contact Email
		Lessee PO# (Optional)	

EQUIPMENT			
Quantity	Model and Description	Quantity	Model and Description
1	Xerox Altalink C8045 MFP		

Equipment Location (if different from Billing Address)

TERM AND PAYMENT	IMAGE TYPE	IMAGES INCLUDED	EXCESS CHARGE	PRINTS INCLUDED	EXCESS CHARGE
Initial Lease Term (in months): <u>60</u> , plus the Interim Period, if any	B&W	0	.0065		
	Color	0	.043		
Monthly Lease Payment: \$ <u>99.21</u> plus applicable charges & taxes	Color Level 1			N/A	N/A
	Color Level 2			N/A	N/A
	Color Level 3			N/A	N/A

LESSEE ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE LEASE AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 OF THIS LEASE.

Authorized Signer X	Date	Federal Tax ID # (Required)
Print Name	Title (indicate President, Partner, Proprietor, etc.)	

LESSOR ACCEPTANCE

Accepted By: Xerox Financial Services LLC	Name and Title	Date
---	----------------	------

TERMS & CONDITIONS

1. Definitions. The words "you" and "your" mean the legal entity identified in "Lessee Information" above, and "XFS," "we," "us" "Lessor" and "our" means Xerox Financial Services LLC. "Party" means you or XFS, and "Parties" means both you and XFS. "Dealer" means the entity identified in "Dealer Name" above. "Commencement Date" means the date subsequent to the Inception Date when XFS funds the Dealer and/or other party for the Equipment. "Discount Rate" means a rate equal to the 1-year Treasury Constant Maturity rate as published in the Selected Interest Rates table of the Federal Reserve statistical release H.15(519) or successor publication for the week ending immediately prior to the Inception Date. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (as defined in Section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess copies and/or prints charges. "Inception Date" means (a) the date Dealer determines Equipment installed by Dealer is operating satisfactorily and is available for your use, or (b) the date Equipment identified by Dealer as being installable by you is delivered to your premises. "Interim Period" means the period between the Inception Date and the Commencement Date. "Interim Payment" means one thirtieth of the Lease Payment multiplied by the number of days in the Interim Period, plus any applicable Excess Charges. "Lease" means this Cost Per Copy Agreement, including any attached Equipment schedule. "Lease Payment" means the Monthly Lease Payment specified above, which includes the fixed component of maintenance charges payable to Dealer under the Maintenance Agreement, the Excess Charges (unless otherwise agreed by you, Dealer and XFS), and other charges you, Dealer and XFS agree will be invoiced by XFS on a monthly basis, plus Taxes. "Maintenance Agreement" means a separate agreement between you and Dealer for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice which you agree to pay, covering the origination, documentation, processing and certain other initial costs for the Lease. "Term" means the Interim Period, together with the Initial Lease Term plus any subsequent renewal or extension terms. "UCC" means the Uniform Commercial Code of the State of Connecticut (C.G.S.A. §§42a-1-101 et seq.).

2. Lease, Payments and Late Payments. You agree and represent all Equipment was selected, configured and negotiated by you based upon your own judgment and has been, or is being, supplied by Dealer. At your request, XFS has acquired, or will acquire, the same to lease to you under this Lease and you agree to lease the same from XFS. The Initial Lease Term, which is indicated above, commences on the Inception Date. You agree to pay XFS the first Lease Payment plus any applicable Interim Payment 30 days after the Commencement Date; each subsequent Lease Payment, which may include charges you, Dealer and XFS agree will be invoiced by us, shall be payable on the same date of each month thereafter, whether or not XFS invoices you. If any payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law. For each dishonored or returned payment, you will be assessed the applicable returned item fee, which shall not exceed \$35. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that that XFS has no right, title or interest in the Software and you will comply throughout the Lease Term with any license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for entering into any required Software License with the Software Supplier no later than the Inception Date. You agree the Equipment is for your lawful business use in the United States (including its possessions and territories), will not be used for personal, household or family purposes, and is not being acquired for resale. You will not attach the Equipment as a fixture to real estate or make any permanent alterations to it.

4. Non-Cancellable Lease. THIS LEASE CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL LEASE TERM. YOUR OBLIGATION TO MAKE ALL LEASE PAYMENTS, AND TO PAY ALL OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR

RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, DEALER, ANY THIRD PARTY OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations under this Lease shall continue unabated.

5. End of Lease Options. If you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Lease Term, either (a) purchase all, but not less than all, of the Equipment "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE at the time of purchase by paying its fair market value, as determined by XFS in its sole but reasonable discretion, plus Taxes, (b) enter into a new lease on mutually agreeable terms, or (c) de-install and return the Equipment, at your expense, fully insured, to a continental US location XFS specifies. If you have not elected one of the above options, you shall be deemed to have entered into a new lease with a 3 month term on terms and conditions identical to this Lease, except that either party may terminate the new lease at the end of its 3 month term on 30 days' prior written notice and, when this new lease terminates, shall take one of the actions identified in (a) (b) or (c) in the preceding sentence or be deemed to have entered into another new lease with a 3 month term as provided herein. Any purchase option shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Lease Term of such item, and by the delivery at such time by you to XFS of payment, in cash or by certified check, of the amount of the applicable purchase price for the Equipment. Upon payment of the applicable amount, XFS shall, upon your request, execute and deliver to you a bill of sale for the Equipment on an "AS IS," "WHERE IS," "WITH ALL FAULTS" basis, without representation or warranty of any kind or nature whatsoever. After such payment, you may trade-in the Equipment as part of another transaction with XFS and, if you do, you must pass unencumbered title of the Equipment being traded-in to XFS.

6. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, normal wear and tear excepted and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such "normal wear and tear" condition. IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SUCH DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH LESSEE DATA AS OUTLINED IN THIS SECTION.

7. Meter Readings and Annual Adjustments. Unless otherwise agreed by you and XFS, you will provide meter readings on all Equipment subject to this Lease at the end of each month during the Initial Lease Term and any additional Term. If you do not provide a timely meter reading, XFS may estimate such reading and invoice you accordingly. If XFS does estimate any meter readings, XFS will make appropriate adjustments on subsequent invoices to you after receiving the actual meter readings from you for the Equipment. At any time after 12 months from the Commencement Date and for each successive 12 month period thereafter during the Initial Lease Term and any 3 month extended Term, XFS may increase your Monthly Lease Payment and the Excess Charges by a maximum of fifteen percent (15%) of the then-current Monthly Lease Payment therefor and you agree to pay such increased amounts.

8. Equipment Delivery and Maintenance. Equipment will be delivered to you by Dealer at the location specified on the first page hereof or in an Equipment schedule, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming that you have received, inspected and accepted the Equipment, and that XFS is authorized to fund the Dealer for the Equipment. If you reject the Equipment, you assume all responsibility for any purchase order or other contract issued on your behalf directly with Dealer. Equipment may not be moved to another location without first obtaining XFS's written consent, which shall not be unreasonably withheld. You shall permit XFS to inspect Equipment and any maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement with Dealer to maintain the Equipment in good working order in accordance with the manufacturer's maintenance guidelines, and to

Xerox Financial Services LLC
45 Glover Avenue
Norwalk, CT 06856



AMENDMENT TO COST PER COPY AGREEMENT # 129742

This is an amendment, dated and effective as of _____, to that certain Cost Per Copy Agreement # 129742 ("Lease") between MIDWEST CITY, CITY OF _____ and **Xerox Financial Services LLC**. All capitalized but undefined terms used in this Amendment shall have the meanings set forth in the Lease.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree to amend the Lease as follows:

Non-Appropriation. Your obligation to pay the Lease Payments and any other amounts due is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any fiscal period equal to amounts due under the Lease, and you have no other funds legally available to be allocated to the payment of your obligations under this Lease, you may terminate the Lease effective on the first day of such fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available; and (b) XFS has received written notice from you at least 30 days before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for payment of any Lease Payment for any fiscal period for which funds have not been so appropriated, and you shall promptly deliver the Equipment to the Dealer (or such other party as we may designate) as set forth in the return provisions of the Lease. If you terminate a Lease pursuant to this Section, unless the following would affect the validity and/or enforceability of this Lease, for a period of 360 days from the Termination Date, you will not purchase, lease, rent, seek appropriations for, or otherwise obtain a system serving the same function as the Equipment. The foregoing obligation shall survive termination of this Lease.

ACCEPTED AND ACKNOWLEDGED:

Lessee Name: MIDWEST CITY, CITY OF _____
Authorized Signor: _____
Print Name: _____
Title: _____
Date: _____

Xerox Financial Services
Accepted by: _____
Name: _____
Title: _____
Date: _____

* Signor for the Lease Agreement and this Amendment must be the same.

“Common Sense” Total Satisfaction Program

“Common Sense” Total Satisfaction Guarantee

If you are not totally satisfied with any equipment ordered under this agreement OneSOURCE Managed Services will, at your request, replace it with a machine of comparable performance and features at no additional cost. This guarantee will be effective for the term of your lease/rental or for 5 years from date of installation on purchased equipment (see additional information below). This guarantee applies only to equipment which has been continuously maintained by OneSOURCE Managed Services under the OneSOURCE Managed Services Full Service Agreement.

“Common Sense” Performance Guarantees

- Two to four-hour average service response time for devices within a 30-mile radius of the OneSOURCE Service Center. For machines located beyond 30 miles of your OneSOURCE Managed Services servicing office the guarantee will be 4 to 8-hour average response time.
- If at any time your equipment becomes inoperative for more than nine (9) consecutive working hours, comparable equipment will be provided free of charge until your equipment is repaired.
- Fleet Equipment uptime of at least 95%. Uptime will be calculated on a quarterly basis. Equipment uptime percentage is calculated using the sum of normal business hours for each system installed (9 hours per business day) minus all business hours lost due to downtime. Example: 180 hours – 9 hours equals 171 hours divided by 180 hours (Available Time minus Downtime divided by Available Time).
- OneSOURCE will guarantee your new equipment for a period of 5 years of the recommended page volume. Authorized parts and supplies for all systems.



“Common Sense” Performance Guarantees

OneSOURCE Managed Services requires written notification to Kendall Ward, Vice-President, of existing problems and has 30 days to correct the problems to your satisfaction. Notice may be sent via the US Postal Service to: Kendall Ward, OneSOURCE Managed Services, P.O. Box 270538, Oklahoma City, OK 74137-0538 or by email to: kward@yournesource.com. In order to preserve the OneSOURCE guaranteed performance warranty the following conditions must be met: 1) Provide the proper equipment, operating space, OS360 DCA and specified power requirements for the equipment; 2) Trade account with OneSOURCE must be kept current; 3) The customer location must be within a thirty-mile radius of the OneSOURCE Service Center.



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

ENGINEERING DIVISION
Patrick Menefee, City Engineer
BUILDING INSPECTION DIVISION
Christine Allison, Building Official
GIS DIVISION
Gregory Hakman, GIS Coordinator

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

TO : Honorable Mayor and City Council

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

DATE : February 23, 2018

SUBJECT : Discussion and consideration of accepting a grant of Permanent Easement from Travis E Vaught and Mary E Vaught across a certain parcel of land located within the corporate boundaries of Midwest City being a part of Lot Seven (7) Block Three (3) of Country Club Terrace Addition in the Southwest Quarter (SW/4) of Section Thirty Four (34), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - P. Menefee)

The easement is needed in connection with a drainage improvement project in the 3100 block of Robin Road.

Staff recommends approval.

Patrick Menefee, P.E.
City Engineer

Attachments

GRANT OF PERMANENT UTILITY EASEMENT

KNOW ALL BY THESE PRESENTS:

That Travis Edward Vaught and Mary Evelyn Vaught, 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 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 south 7.5 feet of the north 12.5 feet of Lot Seven (7) Block Three (3) of County Club Terrace Addition to Midwest City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

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 utilities, and other improvements including but not limited to water, sanitary and storm sewers, electricity, telephone, cable and natural gas, 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.

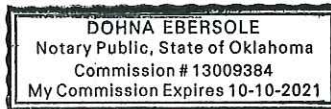
The consideration herein covers any and all kinds and character of damages or injury that may be sustained directly or indirectly to any lands owned by the Grantor by reason of the construction and maintenance of such improvements.

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 12 day of February, 2018

X Mary E. Vaught X Travis E. Vaught

STATE OF Oklahoma)
)ss.
COUNTY OF Oklahoma)

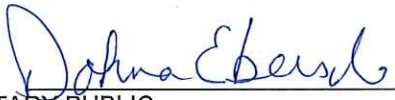


Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 12 day of February, 2018, personally appeared Travis Edward Vaught and Mary Evelyn Vaught, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that They 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 12 day of February, 2018

My Commission expires: 10/10/21


NOTARY PUBLIC

Approved by City Attorney _____ Date: _____

Approved by City Council _____ Date: _____




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

county id # 151431370 - 3109 Robin Road - Permanent Easement - Vaught



AREA OF CONCERN

Legend

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

1: 564



0.0 0 0.01 0.0 Miles

Notes

3109 Robin Road - Vaught - Perm UE -



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
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To: Honorable Mayor and Council

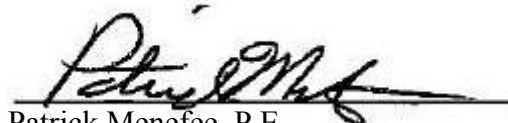
From: Patrick Menefee, P.E., City Engineer

Date: February 27th, 2018

Subject: Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with C. H. Guernsey & Company in the amount of \$7,925 for the preparation of a Phase I Feasibility Study concerning entering into an agreement with Waste Management for the acquisition of earthen fill material located on the city property located in the vicinity of N.E. 36rd Street and Air Depot Boulevard.

The accompanying proposed agreement is for an initial feasibility study reviewing the general initial aspects of partnering with Waste Management's facility located west of the City owned property located along N.E. 36rd Street. Waste Management would like to partner with the City to buy earthen fill material off of these properties so that it could be utilized in their day to day operations. This study will evaluate the economic benefits of an agreement of this nature and if it is the best use of this property. It will also explain the long term impacts, positive or negative, a partnership of this nature would have on the City's interests.

Staff recommends approving the study.



Patrick Menefee, P.E.
City Engineer

Attachment

**TASK ORDER
Pre-Feasibility Study and Presentation**

This Task Order is subject to the Master Agreement between C. H. Guernsey & Company (**Guernsey**) and the City of Midwest City, a municipal corporation, (City) dated _____ day of _____, 2018.

SCHEDULE A - SCOPE OF SERVICES

This Task Order includes the following phases (see Article 1 of **Guernsey's** Master Agreement with City):

- Study Phase [X]
- Preliminary Design Phase []
- Final Design Phase []
- Bidding or Negotiating Phase []
- Construction or Contractor Work Phase []

1. BACKGROUND

The City has been approached by a local landfill owner, Waste Management, with an inquiry as to whether or not the City would be interested in entering into an agreement with Waste Management to acquire land and/or earthen fill material from City-owned property located in the vicinity of Northeast 36th Street and North Air Depot Boulevard in Midwest City. Due to **Guernsey's** extensive, local experience with a similar project in 2007, the City wishes to engage **Guernsey** to undertake a Phase 1 pre-feasibility study and prepare a summary presentation to be provided to City Council with the goal of obtaining direction from the Council as to whether or not to proceed with more in-depth investigation/analysis into the prospective City/Waste Management agreement. The pre-feasibility study and presentation will allow the City to determine interest in developing a Letter of Intent to engage with Waste Management on this project.

2. SERVICES TO BE PERFORMED

Guernsey shall conduct pre-feasibility tasks/activities, summarize these activities and the results in a report for City staff review, and prepare and present the results of the study at a City Council meeting. The following activities shall be conducted by **Guernsey** and summarized in the presentation:

Task 1, Site Reconnaissance: Guernsey will meet with City Staff at the site to observe and record general conditions. Notes and photographs will be taken to document observable field conditions. Significant observations will be summarized and incorporated in the presentation to be developed.

Task 2, Desktop Review of Limited Existing Data: Guernsey will contact agencies/organizations listed below by telephone and/or email to obtain a preliminary overview of environmental/regulatory concerns and a tentative list of the Phase II study requirements:

- Hazardous Materials/Hazardous Waste/Petroleum Activities - **BANKS Commercial Database** (will provide a characterization of contamination issues on the property and in adjacent areas)
- Permitting/Regulatory Overview - US Army Corps of Engineers, Tulsa District; ODEQ; and OWRB

Review of the data will be accomplished by discipline specialists and integrated into presentation materials. From the available data above, conditions that appear to be adverse to the financial viability of further study will be noted in the report/presentation.

Task 3, Phase 2 Feasibility Study Scope of Work, Cost Estimate, and Timeline: Guernsey will prepare a proposed scope of work and cost estimate for the Phase 2 Feasibility Study. In developing this scope, Guernsey will be able to develop a projected timeline to conduct and complete Phase 2.

Task 4, Develop Phase 1 Presentation for the City Council: A PowerPoint presentation will be developed that summarizes the information and findings in the Phase 1 analysis. The presentation will be made to the City Council for their determination in potentially moving forward with the project.

3. FEE PROPOSAL

Guernsey will perform the services noted above for a lump fee as noted in SCHEDULE B - COMPENSATION, following. Costs described herein are based upon the aforementioned scope of services. There may be variations that deviate from the preferred scope. In performing the work, it may become evident that more or less effort is required, and scope modifications may become necessary. Any scope changes will be discussed with and approved by the City in writing prior to implementation. Guernsey will not accrue any out-of-scope charges without the express, written approval of the City.

4. SCHEDULE

The target date for the submission of the final draft to City Staff is 16-Mar-18.

SCHEDULE B - COMPENSATION

The lump sum fee for the services described above is \$7,925.00

SCHEDULE C - PAYMENT

Invoicing will occur on a monthly basis with the amounts based on the estimated percentage complete.

SCHEDULE D - INSURANCE

No Changes from Master Agreement

SCHEDULE E - GOVERNING LAW / DISPUTE RESOLUTION

No Changes from Master Agreement

SCHEDULE F - OTHER MODIFICATIONS

No Changes from Master Agreement

The representative authorized to act on behalf of each party with respect to this Task Order are:

For the City: _____

Title: _____

For Guernsey: Ken Senour

Title: Sr. Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Task Order as of _____ day of _____, 2018.

CITY OF MIDWEST CITY

C. H. GUERNSEY & COMPANY

By: _____

By: Ken Senour

Title: _____

Title: Sr. VP



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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Greg Hakman, GIS Coordinator

To: Honorable Mayor and Council

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

Date: February 27th, 2018

Subject: Discussion and consideration of accepting maintenance bonds from First Water Contracting, LLC in the amounts of \$29,183.25 and \$27,548.00, respectively. Discussion and consideration of accepting maintenance bonds from United Trenching, Inc. in the amounts of \$12,167.80 and \$16,781.19, respectively.

The five year maintenance bonds from First Water Contracting, LLC are for the paving and drainage improvements installed in conjunction with the new residential development of Oakwood Landing off of N.E. 10th Street and Westminster Road.

The one year maintenance bonds from United Trenching, Inc. is for the water line and sanitary sewer line improvements installed in conjunction with the new residential development of Oakwood Landing off of N.E. 10th Street and Westminster Road.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer

Attachments

MAINTENANCE BOND


KNOW ALL BY THESE PRESENTS that we, First Water Contracting, LLC, as Principal, and North American Specialty Insurance Company, 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 Twenty Seven Thousand Five Hundred Forty Eight & 00/100 Dollars (\$ 27,548.00), such sum being not less than ten percent (10%) of the total contract price to construct or install Drainage Improvements to serve Oakwood Landing (the "Improvement"), for a period of Five (5) 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 City of Midwest City, dated the 26th day of October, 20 17, 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.

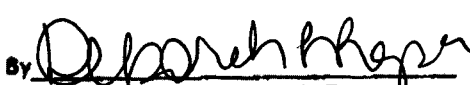
Signed, sealed and delivered this 31st day of October, 20 17.

ATTEST:

Secretary

First Water Contracting, LLC
Principal
By 

ATTEST:

Secretary Patti Jackson

North American Specialty Insurance Company
Surety
By 
Deborah L. Raper, 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 _____.

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, SUSANNE CUSIMANO
TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BURRIS, SHELLI R. SAMSEL, ROBBIE LOYD, and MARK D. NOWELL

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 18th day of November, 2014.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 18th day of November, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 31st day of October, 2017.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, First Water Contracting, LLC, as Principal, and North American Specialty Insurance Company, 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 Twenty Nine Thousand One Hundred Eighty Three & 25/100 dollars (\$ 29,183.25), such sum being not less than ten percent (10%) of the total contract price to construct or install Paving Improvements to serve Oakwood Landing (the "Improvement"), for a period of Five (5) 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 City of Midwest City, dated the 26th day of October, 2017, 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 31st day of October, 2017.

ATTEST: [Signature]
Secretary

First Water Contracting, LLC
Principal
By [Signature]

ATTEST: [Signature]
Secretary Patti Jackson

North American Specialty Insurance Company
Surety
By [Signature]
Deborah L. Raper, 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 _____

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, SUSANNE CUSIMANO
TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BURRIS, SHELLI R. SAMSEL, ROBBIE LOYD, and MARK D. NOWELL

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 18th day of November, 2014.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois ss:
County of Cook

On this 18th day of November, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 31st day of October, 2017.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Solutions by Irwin Agency Inc. 3401 W Rock Creek Rd Norman OK 73072		CONTACT NAME: Laretta McWilliams PHONE (A/C, No. Ext): (405) 360-4444 FAX (A/C, No): (405) 360-4473 E-MAIL ADDRESS: laretta.mcwilliams@insurance-solutions.com	
INSURED First Water Contracting LLC 8524 S Western Ave, Ste 108 Oklahoma City OK 73139		INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, LT NAIC # 11000 INSURER B: American Mercury Insurance 16810 INSURER C: Compsource Mutual Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 17/18 certs WC rnlw REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		38SBABX2028	3/14/2017	3/14/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA350000000896	3/8/2017	3/8/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		38SBABX2028	3/14/2017	3/14/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	02690735 17 1	4/1/2017	4/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Midwest City 100 N Midwest Blvd Midwest City, OK 73110	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jim Irwin/LMC

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DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

#RCB0008563

KNOW ALL BY THESE PRESENTS that we, United Trenching, Inc.,
as Principal, and RLI Insurance Company, 9025 N. Lindbergh Dr., Peoria IL 61615,
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 Twelve Thousand One Hundred Sixty Seven Thousand & 80/100 dollars
(\$ 12,167.80), such sum being not less than ten percent (10%) of the total contract price to
construct or install Water Line Improvements to Oakwood Landing (the
"Improvement"), for a period of One (1) 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 RC Oakwood Landing, LLC, dated the 7th day of
July, 20 17, 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 7th day of July, 20 17.

ATTEST:
[Signature]
Secretary

United Trenching, Inc.
Principal

By [Signature]

ATTEST:
[Signature]
Secretary Witness

RLI Insurance Company
Surety

By [Signature]
Wendy Hollen - 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



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of RLI Insurance Company and Contractors Bonding and Insurance Company, required for the applicable bond.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

W.M. McNeill, Cody McNeill, Lisa Sherman, Wendy Hollen, Rocky Moore, John Rogers, Larry D. Bixler, Kyle D. Reser, John L. Birsner, Susanne Cusimano, jointly or severally

in the City of Oklahoma City, State of Oklahoma, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 24th day of October, 2016.

RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis Vice President



State of Illinois }
County of Peoria } SS

On this 24th day of October, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

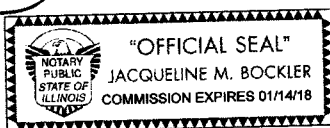
CERTIFICATE

I, the undersigned officer of RLI Insurance Company, and/or Contractors Bonding and Insurance Company, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 7th day of July 2017

RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis Vice President

Jacqueline M. Bockler Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/7/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency of Mid America Inc 10009 S. Penn, Building E P. O. Box 890300 Oklahoma City OK 73189	CONTACT NAME: Amber Jarman	FAX (A/C, No): (405) 691-0415	
	PHONE (A/C, No, Ext): (405) 691-0016	E-MAIL ADDRESS: ajarman@midamericainc.com	
INSURED United Trenching Inc 5506 Stewart Drive Mustang OK 73064	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Fire & Casualty Co		24066.
	INSURER B: Ohio Casualty Ins Co		24074.
	INSURER C: West American Ins Co		44393
	INSURER D: America First Insurance		12696
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 2017 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> No XCU Exclusions GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	BKA52998892	9/12/2016	9/12/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAA52998892	9/12/2016	9/12/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		US055751703	9/12/2016	9/12/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PER STATUTE OTH-ER
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	XNW52998892	4/1/2017	4/1/2018	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D			IM8501171	9/12/2016	9/12/2017	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Water Line Improvements to Oakwood Landing in the vicinity of NE 10th St. & N Westminister Road.
The following forms apply to the certificate holder: GL Forms: CG8861 Blanket Additional Insured with Completed Operations.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike McNeill/AJ

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DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

#RCB0008562

KNOW ALL BY THESE PRESENTS that we, United Trenching, Inc.,
as Principal, and RLI Insurance Company, 9025 N. Lindbergh Dr., Peoria IL 61615,
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 Sixteen Thousand Seven Hundred Eighty One & 19/100 dollars
(\$ 16,781.19), such sum being not less than ten percent (10%) of the total contract price to
construct or install Sanitary Sewer Line Improvements to Oakwood Landing (the
"Improvement"), for a period of One (1) 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 RC Oakwood Landing, LLC, dated the 7th day of
July, 20 17, 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 7th day of July, 20 17.

ATTEST:
Karen Ellison
Secretary

United Trenching, Inc.
Principal

By Jony Elmore

ATTEST:
Lisa Sherman
Secretary Witness

RLI Insurance Company
Surety

By Wendy Hollen
Wendy Hollen - 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



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company and Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

W.M. McNeill, Cody McNeill, Lisa Sherman, Wendy Hollen, Rocky Moore, John Rogers, Larry D. Bixler, Kyle D. Reser, John L. Birsner, Susanne Cusimano, jointly or severally

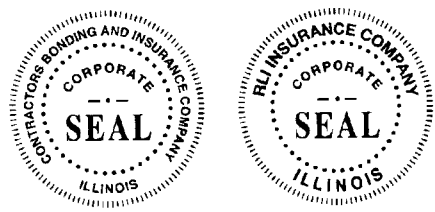
in the City of Oklahoma City, State of Oklahoma, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 24th day of October, 2016.



State of Illinois }
County of Peoria } SS

RLI Insurance Company
Contractors Bonding and Insurance Company
B.W.D.
Barton W. Davis Vice President

On this 24th day of October, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

CERTIFICATE
I, the undersigned officer of **RLI Insurance Company, and/or Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 7th day of July, 2017.

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
B.W.D.
Barton W. Davis Vice President





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/7/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Amber Jarman	
Insurance Agency of Mid America Inc		PHONE (A/C No, Ext): (405) 691-0016	FAX (A/C No): (405) 691-0415
10009 S. Penn, Building E		E-MAIL ADDRESS: ajarman@midamericainc.com	
P. O. Box 890300		INSURER(S) AFFORDING COVERAGE	
Oklahoma City OK 73189		INSURER A: American Fire & Casualty Co	NAIC # 24066.
INSURED		INSURER B: Ohio Casualty Ins Co	24074.
United Trenching Inc		INSURER C: West American Ins Co	44393
5506 Stewart Drive		INSURER D: America First Insurance	12696
Mustang OK 73064		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2017 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> No XCU Exclusions GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	BKA52998892	9/12/2016	9/12/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAA52998892	9/12/2016	9/12/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000		US055751703	9/12/2016	9/12/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	XWV52998892	4/1/2017	4/1/2018	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D			IM8501171	9/12/2016	9/12/2017	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Sanitary Sewer Line improvements to Oakwood Landing in the vicinity of NE 10th St. & N Westminister Road.

The following forms apply to the certificate holder: GL Forms: CG8861 Blanket Additional Insured with Completed Operations.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Mike McNeill/AJ *W.M. McNeill*



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

To: Honorable Mayor and Council

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

Date: February 27th, 2018

Subject: Discussion and consideration of accepting maintenance bonds from Turning Point Industries Inc. in the amount of \$16,899.50. Discussion and consideration of accepting maintenance bonds from Holland Backhoe, Inc. in the amount of \$6,724.00 and \$8,848.30, respectively.

The five year maintenance bond from Turning Point Industries Inc. is for the paving improvements installed in conjunction with the new residential development of Forest Glen North Addition, Section 3 off of Hiwassee Road.

The one year maintenance bonds from Holland Backhoe, Inc. is for the water line and sanitary sewer line improvements installed in conjunction with the new residential development of Forest Glen North Addition, Section 3 off of Hiwassee Road.

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 #GR39181

KNOW ALL BY THESE PRESENTS that we, Turning Point Industries, Inc.,
as Principal, and Granite Re, Inc.,
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 Sixteen Thousand Eight Hundred Ninety Nine & 50/100 dollars
(\$**16,899.50***) , such sum being not less than ten percent (10%) of the total contract price to
construct or install Paving & Storm Sewer Forest Glen North, Section 3 (the
"Improvement"), for a period of Five (5) 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 JLM Properties, dated the 28th day of
June, 20 17, 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 14th day of July, 20 17.

Turning Point Industries, Inc.
Principal

By [Signature]

Granite Re, Inc.
Surety

By [Signature]
Lisa Sherman, Attorney-in-Fact

ATTEST:

[Signature]
Secretary

ATTEST:

[Signature]
~~Secretary~~ Witness

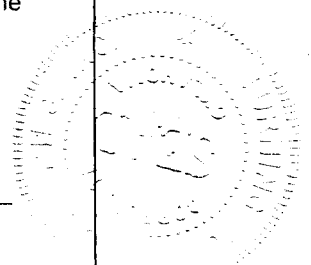
APPROVED as to form and legality this _____ day of _____, 20 ____.

City Attorney

ACCEPTED by the City Council of the City of Midwest City this _____ day of _____, 20 ____.

City Clerk

Mayor



GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

W.M. McNEILL; LISA SHERMAN; MIKE SHANNON; CODY M. McNEILL; WENDY HOLLEN; JOHN ROGERS; ROCKY MOORE; KYLE D. RESER; JOHN L. BIRSNER; SUSANNE CUSIMANO its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

W.M. McNEILL; LISA SHERMAN; MIKE SHANNON; CODY M. McNEILL; WENDY HOLLEN; JOHN ROGERS; ROCKY MOORE; KYLE D. RESER; JOHN L. BIRSNER; SUSANNE CUSIMANO may lawfully do in the premises by virtue of these presents.


In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of April, 2015.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President



Kyle P. McDonald, Treasurer

On this 3rd day of April, 2015, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257





Notary Public


GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
14th day of July, 2017.





Kyle P. McDonald, Secretary/Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency of Mid America Inc 10009 S. Penn, Building E P. O. Box 890300 Oklahoma City OK 73189	CONTACT NAME: Lynnette Barnes PHONE (A/C, No, Ext): (405) 691-0016 E-MAIL ADDRESS: lbarnes@midamericainc.com		FAX (A/C, No): (405) 691-0415
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Turning Point Industries, Inc. P.O. Box 1805 Blanchard OK 73010	INSURER A EMCASCO Insurance Company		21407
	INSURER B National American Insurance Co		23663
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 2017 WC Renewal **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		5D1-96-24	1/7/2017	1/7/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		5E1-96-24	1/7/2017	1/7/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		5J1-96-24	1/7/2017	1/7/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	CW27870235	3/1/2017	3/1/2018	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Private Paving & Public Storm Sewer Projects. Coverage is subject to the insuring agreements, conditions & exclusions in the policy forms.

CERTIFICATE HOLDER City of Midwest City 100 N Midwest City Midwest City, OK 73110	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Todd Triplett/LB2

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GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

RICK WEBB; RANDY WEBB; DIANE DOWDY; DONNA STEVENS; PATSY A. PAYNE; CAREY L. KENNEMER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

RICK WEBB; RANDY WEBB; DIANE DOWDY; DONNA STEVENS; PATSY A. PAYNE; CAREY L. KENNEMER may lawfully do in the premises by virtue of these presents.

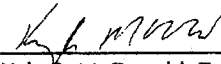
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 6th day of September, 2016.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President



Kyle P. McDonald, Treasurer

On this 6th day of September, 2016, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257





Notary Public

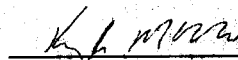
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
16th day of May, 20 17.





Kyle P. McDonald, Secretary/Treasurer

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

RICK WEBB; RANDY WEBB; DIANE DOWDY; DONNA STEVENS; PATSY A. PAYNE; CAREY L. KENNEMER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

RICK WEBB; RANDY WEBB; DIANE DOWDY; DONNA STEVENS; PATSY A. PAYNE; CAREY L. KENNEMER may lawfully do in the premises by virtue of these presents.

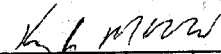
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 6th day of September, 2016.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President



Kyle P. McDonald, Treasurer

On this 6th day of September, 2016, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257





Notary Public


GRANITE RE, INC.
Certificate

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"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
9th day of May, 20 17.





Kyle P. McDonald, Secretary/Treasurer



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

TO : Honorable Mayor and City Council

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

DATE : February 27th, 2018

SUBJECT : Discussion and consideration of accepting maintenance bonds from Southwest Water Works L.L.C. in the amount of \$3,573.50 and \$10,882.50, respectively.

The one year maintenance bonds from Southwest Water Works L.L.C. are for the sanitary sewer line and water line improvements installed in conjunction with the new Saint Charles Addition located north of the intersection of Charles Avenue and East Reno Avenue.

Staff recommends acceptance as this is consistent with past policy

Patrick Menefee, P.E.
City Engineer

Attachments

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, Southwest Water Works LLC, as Principal, and Fidelity and Deposit Company of Maryland, 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 TEN THOUSAND EIGHT HUNDRED FIFTY-TWO Dollars (\$ 10,852.50), such sum being not less than ten percent (10%) of the total contract price to construct or install Water Line for St Charles Place (the "Improvement"), for a period of _____ 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 Southwest Water Works LLC, dated the 25th day of August, 2017, 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 28th day of August, 2017.



Southwest Water Works LLC

Principal

By _____

ATTEST:

[Signature]
Secretary WRENSS

Fidelity and Deposit Company of Maryland

Surety

By _____

[Signature]
Deborah L. Raper, Attorney-in-Fact

ATTEST:

[Signature]
Secretary Patti Jackson

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 _____.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **J. Kelly DEER, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Stephen M. POLEMAN, Cindy M. REYNOLDS, Deborah L. RAPER, Dwight A. PILGRIM and Shelli R. SAMSEL, all of Tulsa, Oklahoma, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

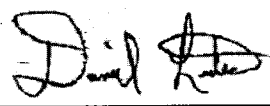
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

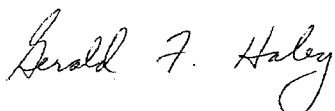
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 31st day of March, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**




By: 
Assistant Secretary
Daniel Lutes


Vice President
Gerald F. Haley

State of Maryland
County of Baltimore

On this 31st day of March, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and DANIEL LUTES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.


Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, Southwest Water Works LLC, as Principal, and Fidelity and Deposit Company of Maryland, 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 Three Thousand Five Hundred Seventy Three & 50/100 dollars (\$ 3,573.50), such sum being not less than ten percent (10%) of the total contract price to construct or install Sewer Line for St Charles Place (the "Improvement"), for a period of _____ 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 Southwest Water Works LLC, dated the 25th day of August, 20 17, 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 28th day of August, 20 17.

Southwest Water Works LLC

Principal

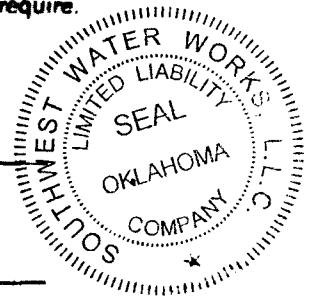
By [Signature]

Fidelity and Deposit Company of Maryland

Surety

By [Signature]

Deborah L. Raper, Attorney-in-Fact



ATTEST:

[Signature]
Secretary WITNESS

ATTEST:

[Signature]
Secretary Patti Jackson

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 _____.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **J. Kelly DEER, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Stephen M. POLEMAN, Cindy M. REYNOLDS, Deborah L. RAPER, Dwight A. PILGRIM and Shelli R. SAMSEL, all of Tulsa, Oklahoma, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

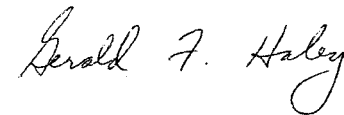
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 31st day of March, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 
*Assistant Secretary
Daniel Lutes*


*Vice President
Gerald F. Haley*

State of Maryland
County of Baltimore

On this 31st day of March, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and DANIEL LUTES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

TO : Honorable Mayor and City Council

FROM : Billy Harless, Director

DATE : February 27, 2018

SUBJECT : Discussion and consideration of reappointing Steve Franks and Jerry White to the Plumbing, Gas and Mechanical Board for additional three year terms.

The terms of Steve Franks and Jerry White will expire on March 13, 2018. Both wish to be considered for reappointment.

In accordance with Sec. 9-190 of the Municipal Code, the Plumbing, Gas and Mechanical Board shall consist of six (6) members of the plumbing, gas and mechanical trade. The board members shall be appointed by the City Council for terms of three (3) years, and each shall serve until his successor is appointed and qualified, unless sooner removed for cause.

The Plumbing, Gas and Mechanical Board meets on call. Members of the Board serve 3-year terms and are as follows:

Keith Mikeman – Gas (expires 4.9.19)
Dale Milburn (expires 4.9.19)
Travis Jernigan – Mechanical (expires 4.9.19)
Steve Franks – Mechanical (expires 3.13.18)
Jerry White – Mechanical (expires 3.13.18)
Gary Perkins – Plumbing (expires 4.9.19)

Action is at the discretion of the Council.

Billy Harless
Community Development Director

BH:lkb



Information Technology
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1374
Fax 405.869.8602

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director

DATE: September 26, 2017

SUBJECT: 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.

The following computer equipment and peripheral devices are obsolete, defective or have been replaced.

Staff recommends approval

Ryan Rushing, Information Technology Director



Information Technology
 100 N. Midwest Boulevard
 Midwest City, OK 73110
 Office 405.739.1374
 Fax 405.869.8602

CPU			
INVENT #	MIS#	MANUFACTOR	SERIAL NUMBERS
	590	Latitude E4300	CT3X6K1
	591	Optiplex 960	73T4BK1
	680	Optiplex 380	868TQL1
	694	Optiplex 380	B355BP1
	730	Optiplex 380	5QTZWQ1
	974	ipad 2	DLXFLTJHDFJ1
	1013	ipad 3	DLXHC9Q2DNQT
	980	ipad 2	DLXFCNWDHFY
	1003	ipad 2	DMPH1A7KDFJ2
	993	ipad 2	DN6GFBKRDFJ2
	982	ipad 2	DLXFMD8QDFHY
	991	ipad 2	DN6GFBD4DFJ2
	1090	ipad 2	DLXHCA2QDNQT
	987	ipad 2	DKVJ61MYDFJ1
	1014	ipad 2	DLXHC7W3DNQT
	2158	ipad 2	DKWMW0C4DNQT
	1004	ipad 2	DMPH16THDFJ1
	981	ipad2	DLXFCN8DFHY
	520	Dell Vostro 400	FTC41G1
MONITORS			
INVENT #		MANUFACTURE	SERIAL NUMBERS
		Dell	CN06H6FX7444525IAGJM
		Dell	CNOTW9566418082S05DU
	222	Dell	CN-0WH319-72872-6B1-0V1L
	497	Dell	CN-0U829K-72872-133-05HM
	546	Dell	CN-06H6FX-74445-25I-AGJM
	304	Dell	CN_OTW956-64180-82S-05DU
MISCELLANEOUS			
Quantity	MIS #	Hardware Type	Serial Number
1	419	APC UPS	
4	509, 518	CyberPower	
1		Decicated Micros DVR	
2		Dell Server Motherboards	
		IBM AS400	24L1740YL1021019558



DISCUSSION ITEMS





Emergency Management

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1386

To: Honorable Mayor and City Council

From: Mike Bower, Midwest City Emergency Manager

Date: February 27, 2018

Subject: Discussion and Consideration of approving a resolution establishing: 100% of all fees and taxes for 9-1-1 emergency telephone service to be collected by ACOG for the period February 27, 2018 through June 30, 2018.

The resolution allows ACOG to collect 100% of all fees and taxes for 9-1-1 emergency telephone services. During the 9-1-1 board meeting on January 25, 2018 a vote was taken directing ACOG to distribute .18 cents of .67 to .685 to each Public Safety Answering Point. The funds distributed will be retroactive to January 1, 2017 and once the initial payment is made for the past year Midwest City will receive reimbursement from ACOG monthly.

A handwritten signature in black ink that reads "Mike Bower". The signature is written in a cursive style and is positioned above a horizontal line.

Mike Bower
Emergency Manager

Resolution 2018-_____

ASSIGNMENT OF 9-1-1 FEES TO 9-1-1 ACOG

WHEREAS the **City of Midwest City**, Oklahoma, is and has been a voluntary Member of the 9-1-1 Association of Central Oklahoma Governments (hereinafter 9-1-1 ACOG), created pursuant to the Interlocal Cooperation Act, Title 74 O.S., section 1001 *et seq.*, for the purpose of creating an association of entities to more efficiently and effectively use their powers by cooperating and provisioning emergency communication procedures, services and facilities for residents of the cities, towns and counties located in the ACOG Central Oklahoma area.

WHEREAS each of the Members of 9-1-1 ACOG understand and acknowledge that the primary function of 9-1-1 ACOG is to administer the planning, design, procurement, installation and operation on behalf of the Members of the procedures, equipment and facilities of every sort pertaining to the operation of the 9-1-1 emergency telephone system in Central Oklahoma. Further, that the function of 9-1-1 ACOG is to receive, administer and monitor the receipt and dispersal of such portions of the taxes and fees levied for 9-1-1 purposes for support and maintenance of the system as is required and determined by the Members.

WHEREAS it is necessary for the financing of the operations and functioning of 9-1-1 ACOG that all of the fees and taxes, which are to be received by the local government authority, shall be assigned and directed to 9-1-1 ACOG to be utilized to support the respective portion of each Member's obligations for contractual, administrative, equipment and service of the regional 9-1-1 system. All of said fees and taxes include those as authorized by Title 63 O. S. section 2811 and following; and the newly enacted 9-1-1 Act as authorized by Title 63 O.S. sections 2861 and following, which include 1) a seventy-five cents monthly fee on each wireless telephone connection; 2) a seventy-five cents monthly fee on each service that is enabled by Voice over Internet Protocol (VoIP) or Internet Protocol (IP); and seventy-five cents on each prepaid wireless retail transaction occurring in this state.

NOW THEREFORE, the **City of Midwest City**, Oklahoma, pursuant to its police powers and authority as a local governmental unit and as the authorized recipient of any and all 9-1-1 fees and taxes under Oklahoma law, does hereby, for good and valuable consideration, grant and convey unto the 9-1-1 ACOG all of its right, title, interest, estate and every claim and demand, both at law and in equity, in and to all of the following property: 100% of all fees and taxes for the provisioning of 9-1-1 emergency telephone service, to which it may be entitled from any telephone

service provider, or the Oklahoma Tax Commission of the State of Oklahoma, as authorized under the statutory authority of Title 63, Oklahoma statutes, or any other legal authority; together with all the singular rights thereunto belonging, for the duration and balance of the entire fiscal year ending June 30, 2018.

IN WITNESS WHEREOF, this Assignment of 9-1-1 fees to 9-1-1 ACOG is executed on behalf of the **City of Midwest City**, Oklahoma, pursuant to a duly adopted Resolution of its City council, approved this ____ day of February 2018.

MATHEW D. DUKES II, MAYOR

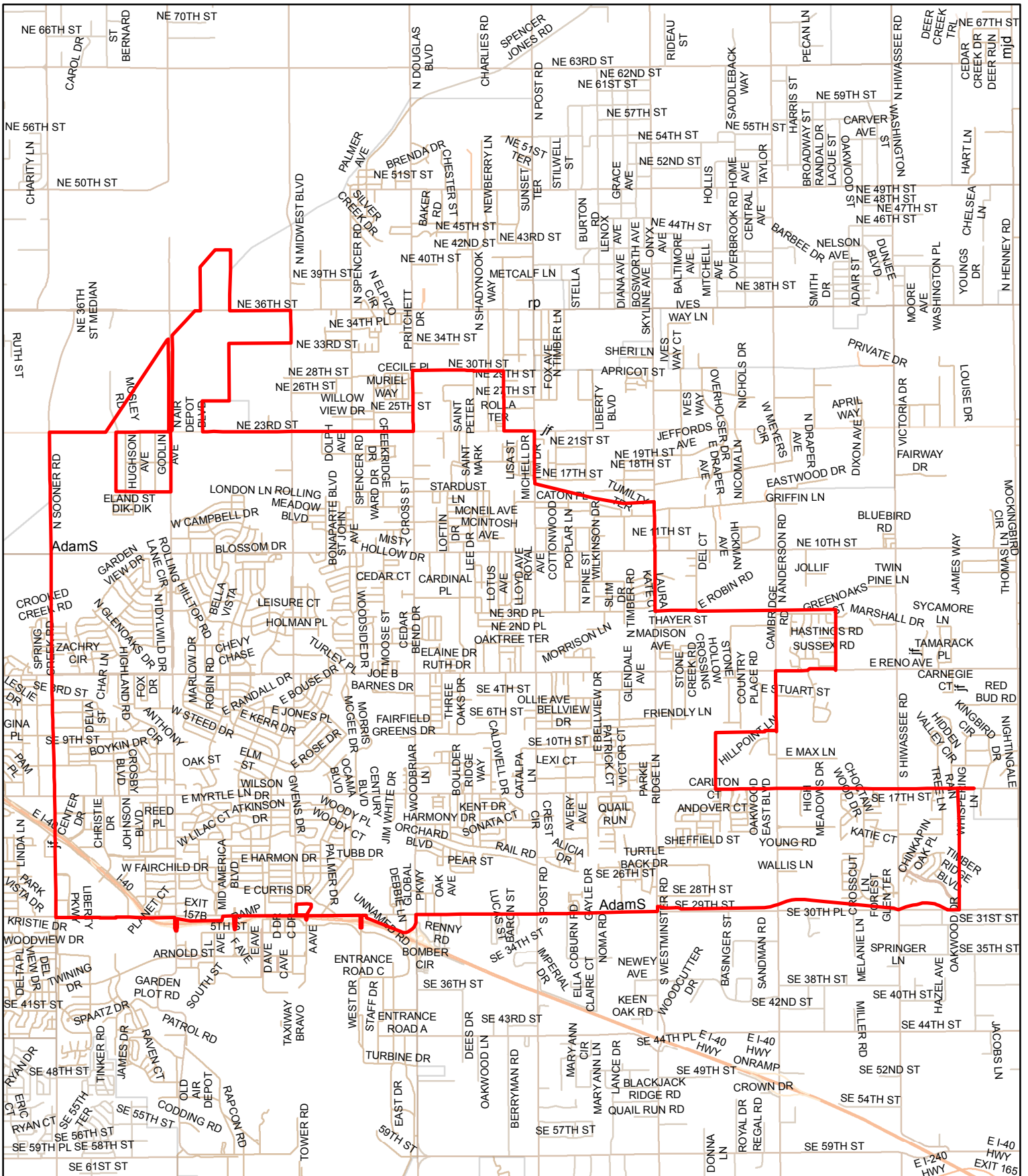
ATTEST:

Sarah Hancock, City Clerk

APPROVED as to form and legality this ____ day of February, 2018:

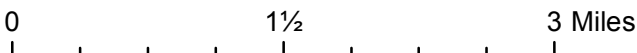
Philip W. ANDERSON, City ATTORNEY

ACOG COMMUNITY MIDWEST CITY



2010 Population 54368
2017 C/A Population 59355

ACOG_911-0164_MIDWESTCITY



This map/data was created and assembled by ACOG for your informational, planning reference and guidance only. None of these materials should be utilized by you or other parties without the benefit of advice and instruction from appropriate professional services. These materials are not verified by a Registered Professional Land Surveyor for the State of Oklahoma and are not intended to be used as such. ACOG makes no warranty, express or implied, related to the accuracy or content of these materials and map/data.



4205 N Lincoln Blvd
 Oklahoma City, OK 73105
 Telephone: (405) 234-2264
 FAX : (405) 234-2200



Emergency Management
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1386

DATE: February 27, 2018

Oklahoma 9-1-1 Management Authority:

Mr. Chairman:

The attached map accurately reflects the population and the call-taking boundaries of the City of Midwest City, Oklahoma, for the 9-1-1 public safety answering point for this jurisdiction. I represent the governing authority for the 9-1-1 public safety answering point, and am authorized to certify this information to you.

Name of the 9-1-1 agency that answers calls:

City of Midwest City PSAP

Contact person: Mike Bower
Email: mbower@midwestcityok.org

Further, as a voluntary member of the 9-1-1 Association of Central Oklahoma Governments for the Central Oklahoma region I hereby represent and direct that all 9-1-1 fees under Oklahoma law due to this jurisdiction shall be paid to: 9-1-1 ACOG, 4205 North Lincoln, Oklahoma City, Oklahoma, 73105, Attn: John Sharp, Acting Executive Director.

Sincerely, Mike Bower

Emergency Operations Director
Title



Parks & Recreation Department
Fran Gilles, Manager
fgilles@midwestcityok.org
100 N. Midwest Blvd.
Midwest City, Oklahoma 73110
O: 405-739-1291/Fax: 405-869-8603

Memorandum

To: Honorable Mayor and City Council

From: Fran Gilles, Parks and Recreation Manager

Date: February 27, 2018

Subject: Discussion and consideration of approving and entering into the FY 2018-2019 Service Contract with the Midwest City Branch YMCA for services at Reed Baseball Complex and Civic Baseball Complex. The contract is from March 1, 2018 through February 28, 2019.

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. The Midwest City Park Board will be reviewing this contract at the February 27, 2018 meeting.

Action is at the discretion of the Council.

Staff recommends approval of this contract.

Fran Gilles
Parks & Recreation Manager

SERVICES CONTRACT

City of Midwest City Parks & Recreation Department

This contract is made this ____ day of _____, 2018, 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, 2018 and end February 28, 2019. 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).
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. 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;

Services Contract

Page 2

- d. Rescheduling of leagues and tournaments;
- 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;

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 earlier cessation of activities on the lighted fields.
6. Sponsor will adhere to adopted bylaws by 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. 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.

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, 2018, and shall continue in force and effect until midnight on the 28th day of February, 2019.

Agreed to and witnessed on this ____ day of _____, 2018.

ATTEST:

MATTHEW D. DUKES. II,
MAYOR

STEPHANIE WILSON
GREATER YMCA OF OKLAHOMA CITY

ATTEST:

SARA HANCOCK,
CITY CLERK
CITY OF MIDWEST CITY, OKLAHOMA

PHILIP W. ANDERSON
CITY ATTORNEY
CITY OF MIDWEST CITY, OKLAHOMA

APPROVED as to form and legality this ____ day of _____, 2018.



Public Works Administration
Vaughn Sullivan, Director
vsullivan@midwestcityok.org
R. Paul Streets, Assistant Director
rstreets@midwestcityok.org
8730 S.E. 15th 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 27, 2018
Subject: Discussion and Consideration of supplementing the street department budget for FY 17-18 by adding a fulltime grounds keeping position for the purposes of maintaining Reed, Civic and Doug Hunt sports complexes.

The new Reed and Civic Baseball services agreement with the YMCA requires the city to perform all irrigation maintenance, mowing, trimming, fertilizer applications, herbicide applications and pesticide applications at both facilities. In the agreement with the previous tenant these upkeep operations were performed by the tenant. However, as a new partnership is formed with the YMCA, with no historical understanding of revenue potential, the city has agreed to perform these tasks. The services agreement has a term of one year and both parties agree to explore other options for the next renewal period.

In addition to the upkeep of Reed and Civic ball parks, this position will be responsible for the upkeep of the Doug Hunt Softball Complex.

Contractor estimates for the three facilities have shown that the mowing and fertilization alone would be upwards of \$60,000.00 annually. Staff feels confident that with the addition of one full-time employee, and the assistance of one seasonal employee, we can provide a full range of maintenance and upkeep services at all three facilities at a much lower cost.

Staff recommends approval.

Vaughn K. Sullivan, Public Works Director



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

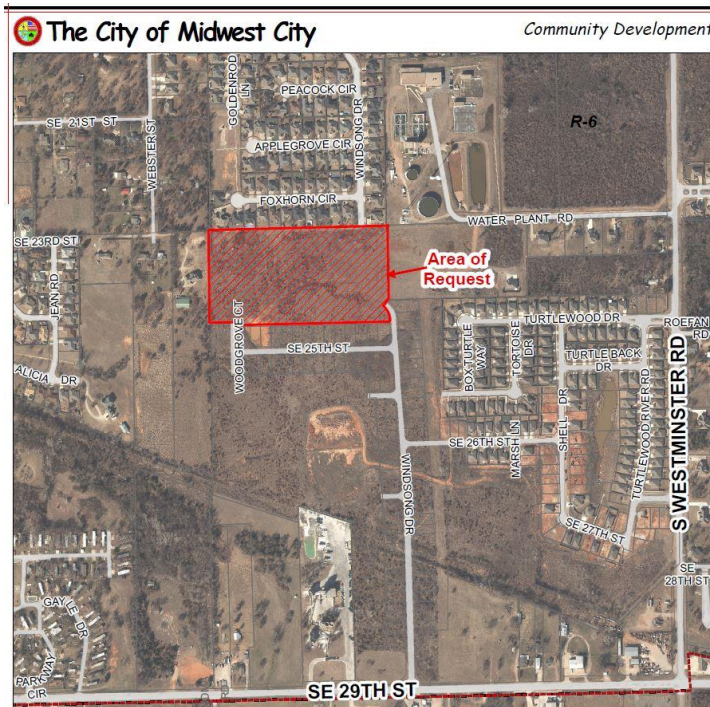
Date: February 27, 2018

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

Executive Summary

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

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



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

Owner: Farzaneh
Development, LLLP

Engineer: Chris Anderson,
SMC Consulting Engineers

Proposed Use: 63 single
family residential lots

Size:

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

Development Proposed by Comprehensive Plan:

Area of Request – SFD, Single Family Detached Residential and COM, Commercial
North, South, East and West – SFD, Single Family Detached Residential
South and West – COM, Commercial and SFD, Single Family Detached Residential

Zoning Districts:

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

Land Use:

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

Municipal Code Citation:

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

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

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

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

History:

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

Engineering Comments:

Public Improvements

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

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

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

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

Easements and Right-of-Way

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

Fire Comments:

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

Planning Comments:

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

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

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

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

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

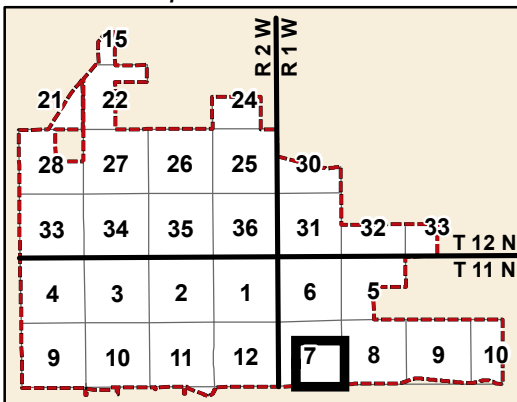
A handwritten signature in black ink, appearing to read "Billy Harless". The signature is fluid and cursive, with a long horizontal stroke at the end.

Billy Harless, AICP
Community Development Director

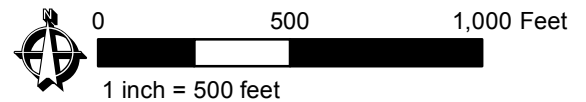
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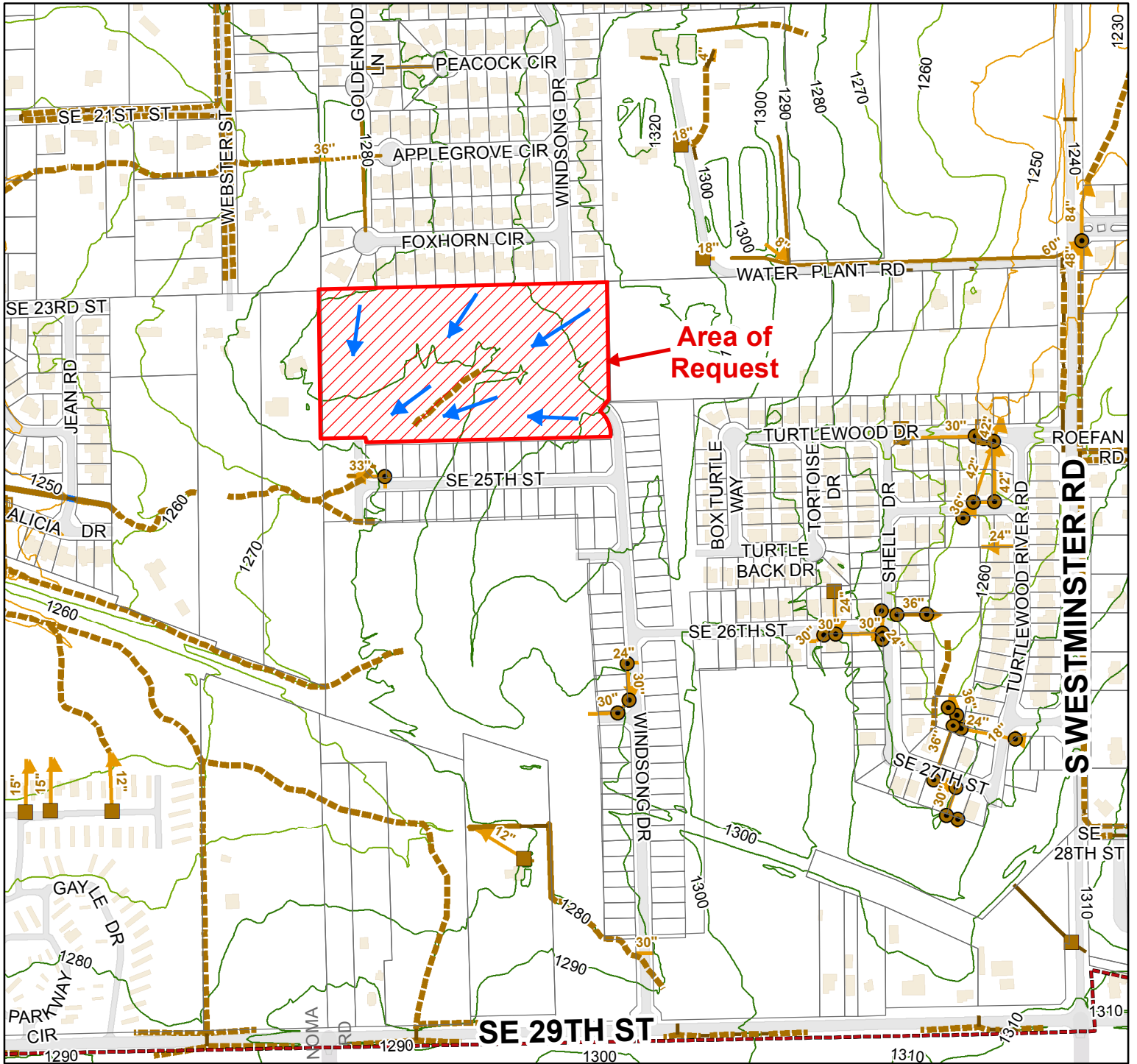
Locator Map



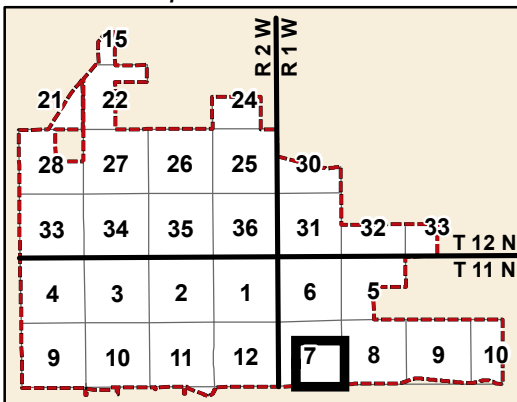
**2015 DOP (AERIAL) VIEW FOR
PC-1932
(SE/4, Sec. 7, T11N, R1W)**



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Locator Map



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

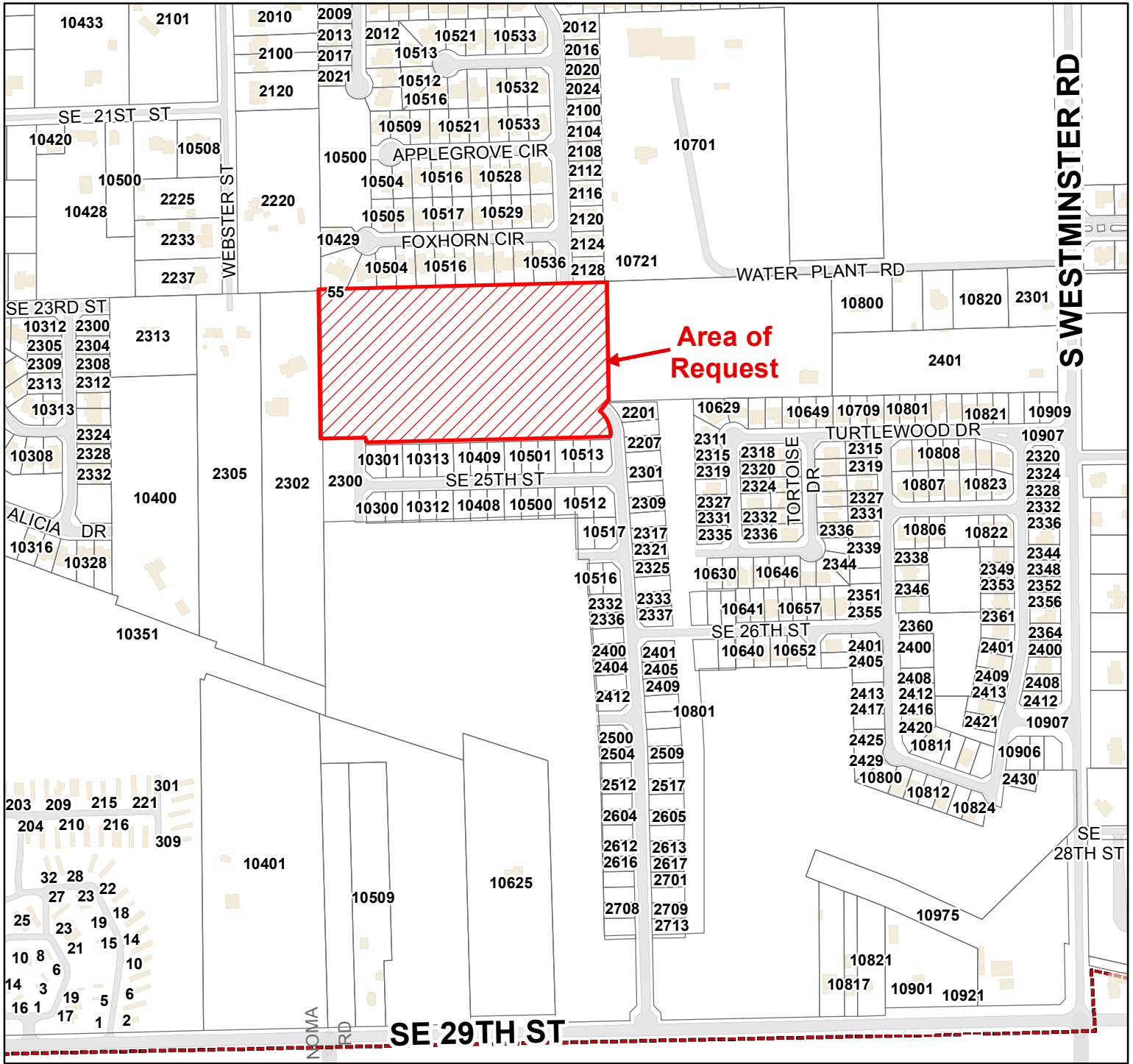
- 2009 FEMA Floodplains**
- 500-yr floodplain
 - 100-yr floodplain
- 2009 FEMA Floodway**
- FLOODWAY

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

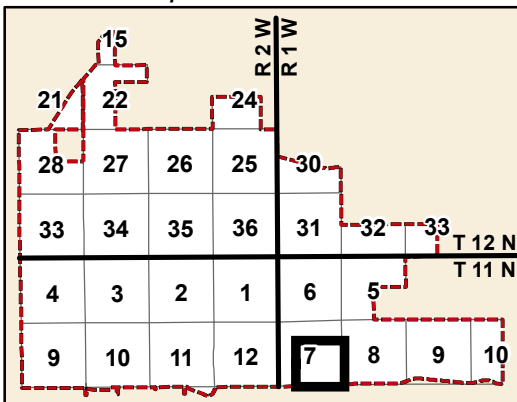
0 500 1,000 Feet

1 inch = 500 feet






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Locator Map



General Map Legend

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

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

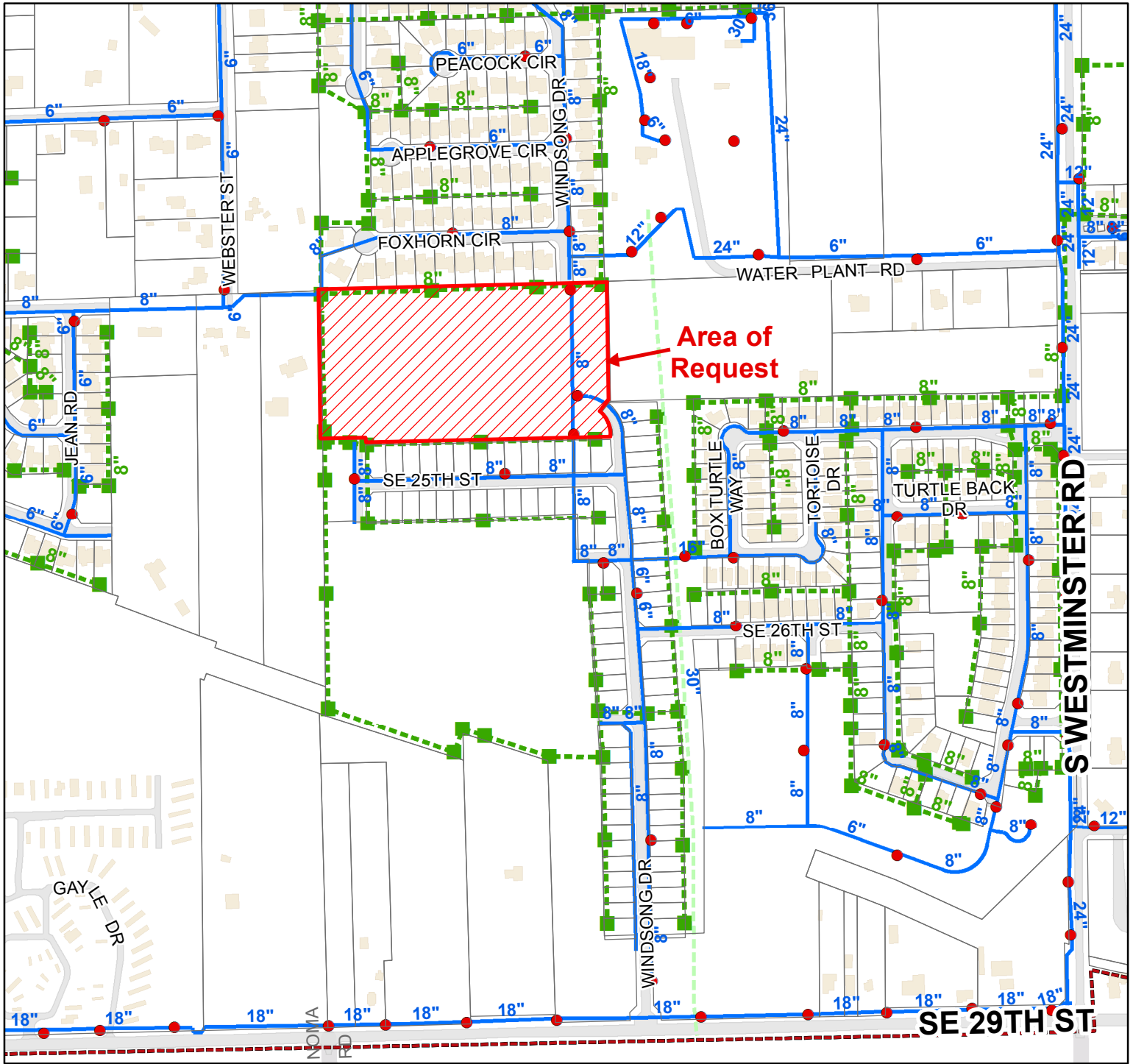


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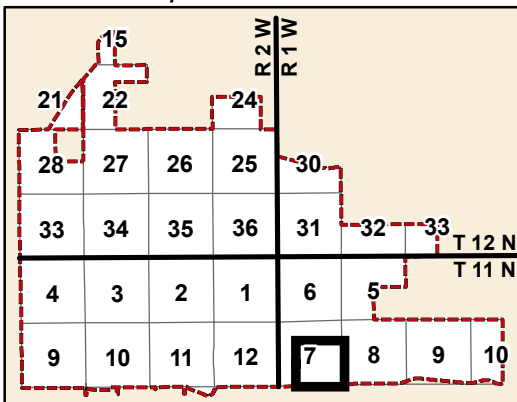


1 inch = 500 feet

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Locator Map



Water/Sewer Legend

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

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

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

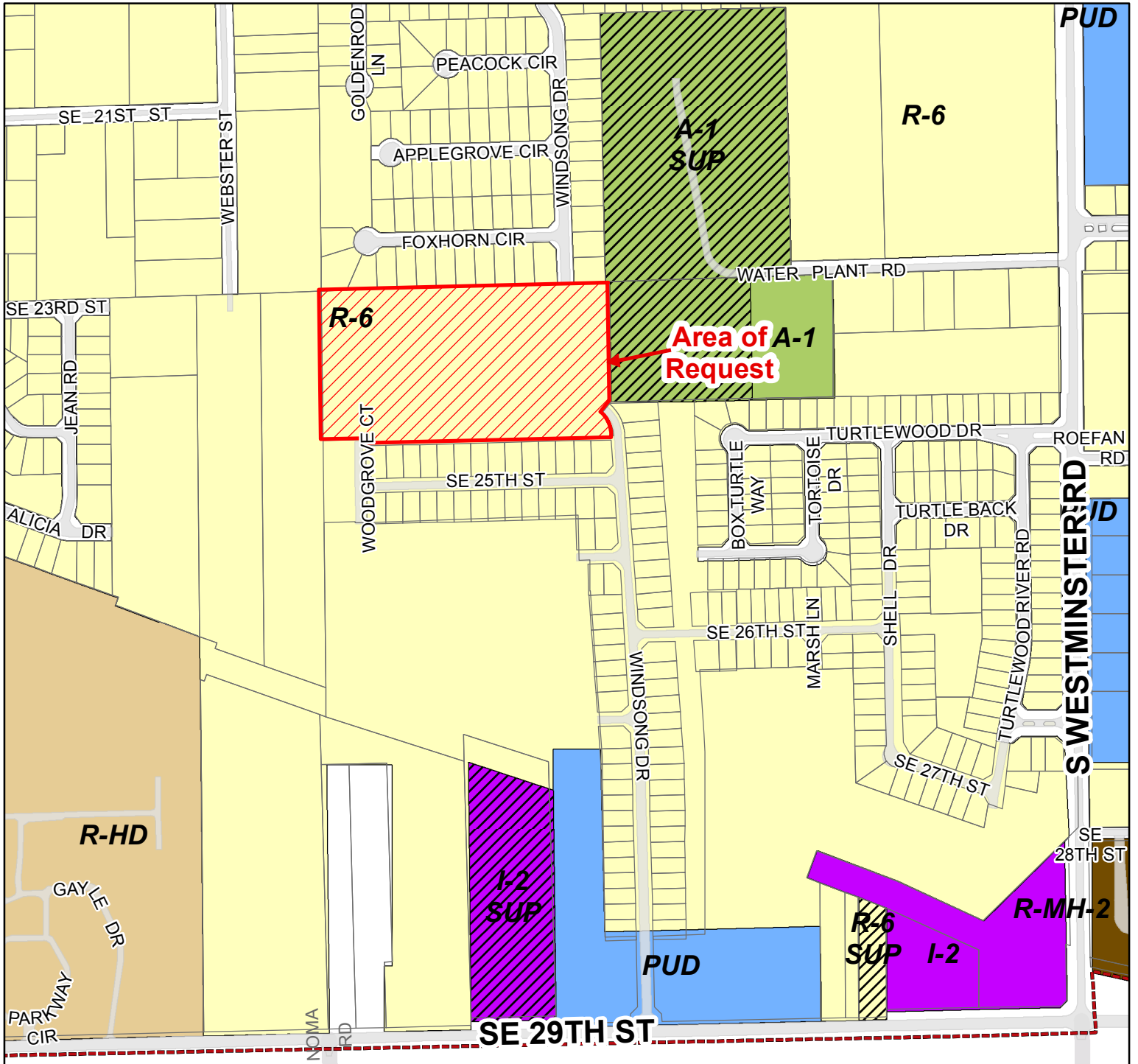


0 500 1,000 Feet

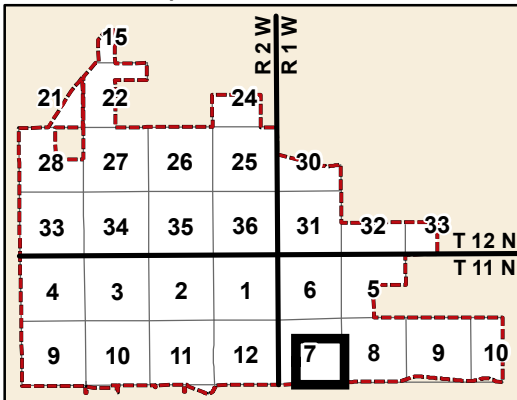


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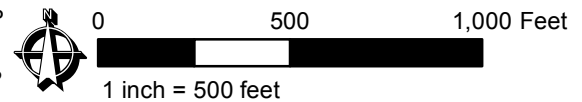
Locator Map



Current Zoning Legend

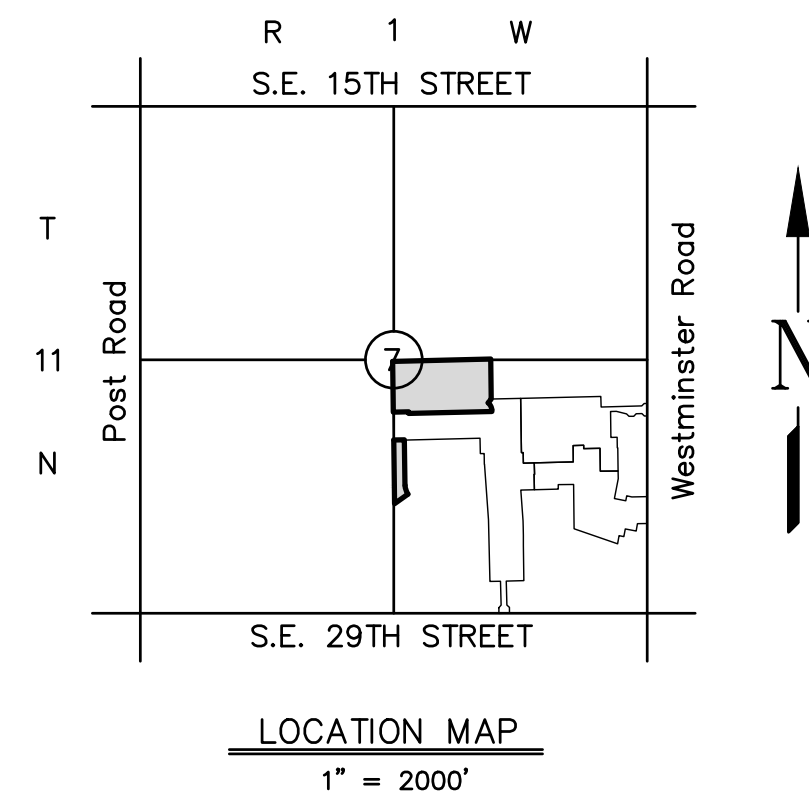
A-1	I-2 SUP	R-35
A-1 SUP	I-3	R-2F
C-1	O-1	R-MD
C-1 SUP	O-1 SUP	R-MD SUP
C-2	O-2	R-HD
C-2 SUP	O-2 SUP	R-HD SUP
C-3	R-6	R-MH-1
C-3 SUP	R-6 SUP	R-MH-2
C-4	R-8	PUD
C-4 SUP	R-10	SPUD
I-1	R-22	HOS
I-2		HOS SUP

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



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



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

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

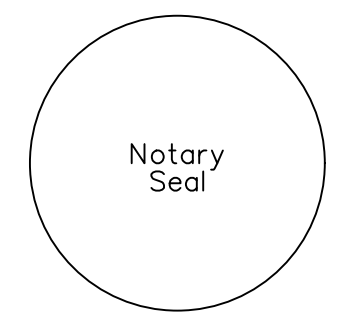
In Witness Whereof the undersigned have caused this instrument to be executed this _____ day of _____, 20____.
 FARZANEH DEVELOPMENT, LLLP,
 a Limited Liability Limited Partnership

STATE OF OKLAHOMA s.s.
 COUNTY OF OKLAHOMA

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

Given under my hand and seal the day and year last above written.
 My Commission Expires: _____

NOTARY PUBLIC



BONDED ABSTRACTER'S CERTIFICATE

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

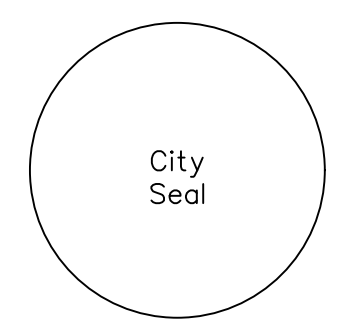
Executed this _____ day of _____, 20____. FIRST AMERICAN TITLE & TRUST CO.

Attest: _____

CERTIFICATE OF APPROVAL

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

CHAIRMAN



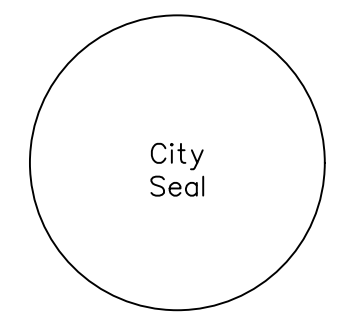
ACCEPTANCE OF DEDICATIONS

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

Signed by the Mayor of the City of Midwest City, Oklahoma this _____ day of _____, 20____.

ATTEST: _____
 CITY CLERK,

MAYOR,

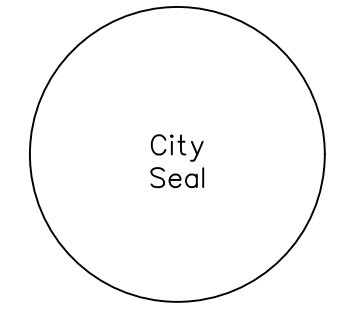


CERTIFICATE OF CITY CLERK

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

Signed by the City Clerk on this _____ day of _____, 20____.

CITY CLERK,

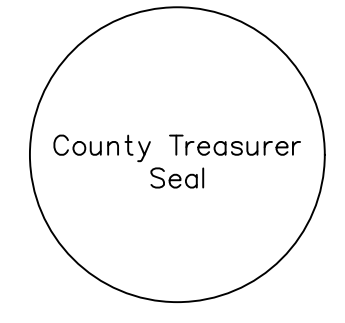


COUNTY TREASURER'S CERTIFICATE

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

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

COUNTY TREASURER, Forrest "Butch" Freeman

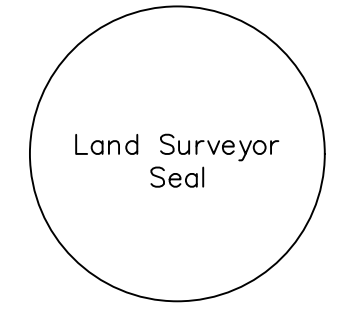


LICENSED LAND SURVEYOR

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

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

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

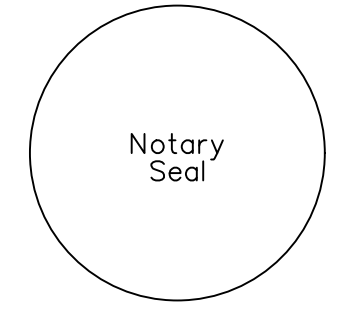


STATE OF OKLAHOMA s.s.
 COUNTY OF OKLAHOMA

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

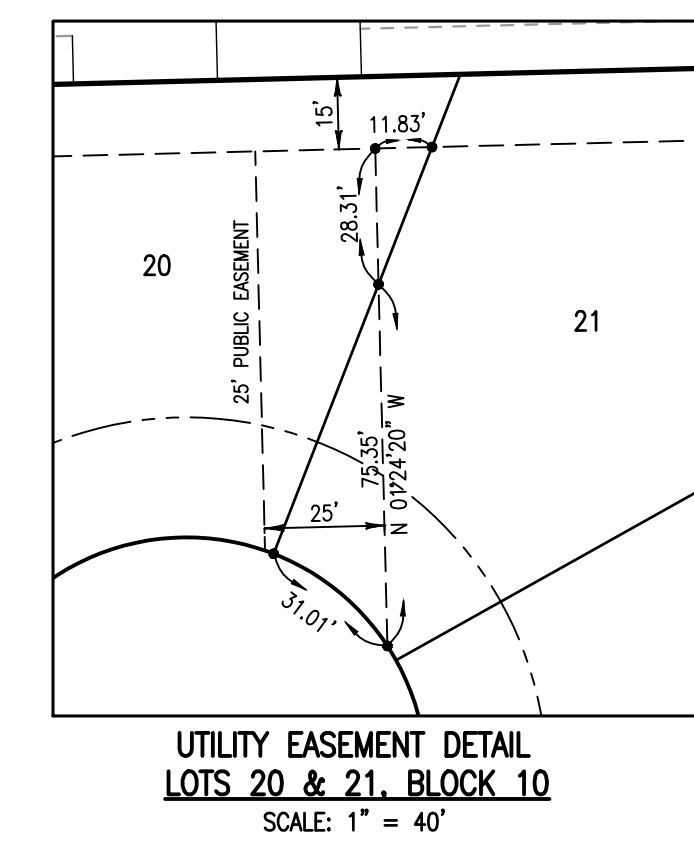
Given under my hand and seal the day and year last above written.
 My Commission Expires: _____

NOTARY PUBLIC



Date: February 2, 2018

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



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

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

LEGAL DESCRIPTION:

A tract of land in the Southeast Quarter (S.E. ¼) of Section Seven (7), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, being more particularly described as follows:
 COMMENCING at the Southeast corner of said S.E. ¼; THENCE North 00°42'19" West along the East line of said S.E. ¼ a distance of 2650.55 feet to the Northeast corner of said S.E. ¼; THENCE South 88°35'40" West along the North line of said S.E. ¼ a distance of 1642.98 feet to the POINT OF BEGINNING, said point being the Southeast corner of Lot 4, Block 27 of the filed final plat of WINDSONG ADDITION SECTION 7 (as filed in Book 56 of Plats, Page 75);

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

- 1) THENCE South 39°13'34" West a distance of 50.00 feet to a point on a non-tangent curve;
- 2) THENCE around a curve to the right having a radius of 105.00 feet (said curve subtended by a chord which bears South 27°26'43" East, a distance of 83.16 feet) and an arc length of 85.50 feet;
- 3) THENCE South 04°07'00" East a distance of 16.17 feet;
- 4) THENCE South 88°35'40" West a distance of 866.84 feet;
- 5) THENCE North 00°46'41" West a distance of 16.84 feet;
- 6) THENCE South 89°13'19" West a distance of 160.00 feet to a point on the West line of said S.E. ¼, said point being the Northwest corner of Common Area "C" & D/E as shown on said final plat, and also being POINT "A";

THENCE North 00°46'41" West along said West line a distance of 527.62 feet to the North line of said S.E. ¼; THENCE North 88°35'40" East along said North line a distance of 1021.26 feet to the POINT OF BEGINNING.

Said tract contains 12.71 acres, more or less.

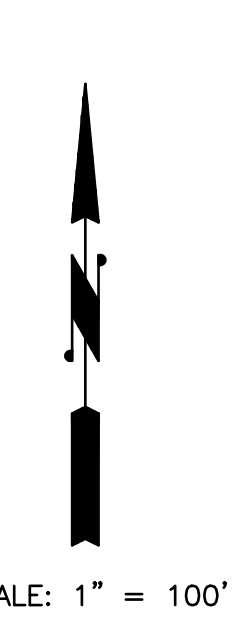
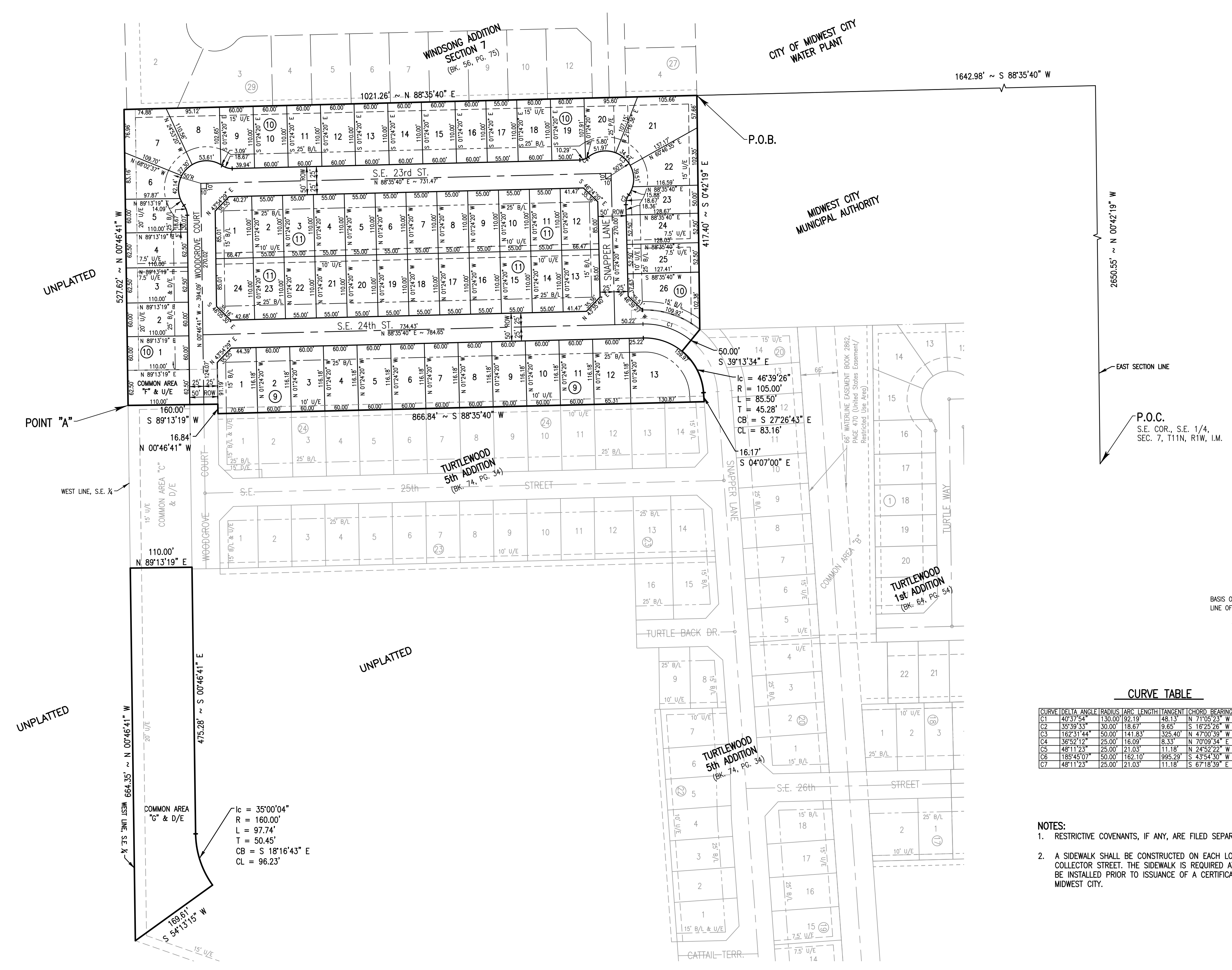
And also,

COMMENCING at said POINT "A"; THENCE South 00°46'41" East along the West line of said final plat and West line of said S.E. ¼ a distance of 290.00 feet to the Southwest corner of said Common Area "C" & D/E and the POINT OF BEGINNING;

THENCE North 89°13'19" East along the South line of said Common Area "C" a distance of 110.00 feet; THENCE South 00°46'41" East a distance of 475.28 feet to a point of curvature; THENCE around a curve to the left having a radius of 160.00 feet (said curve subtended by a chord which bears South 18°16'43" East a distance of 96.23 feet) with an arc length of 97.74 feet; THENCE South 54°13'15" West a distance of 169.61 feet to a point on the West line of said S.E. ¼; THENCE North 00°46'41" West along said West line a distance of 664.35 feet to the POINT OF BEGINNING.

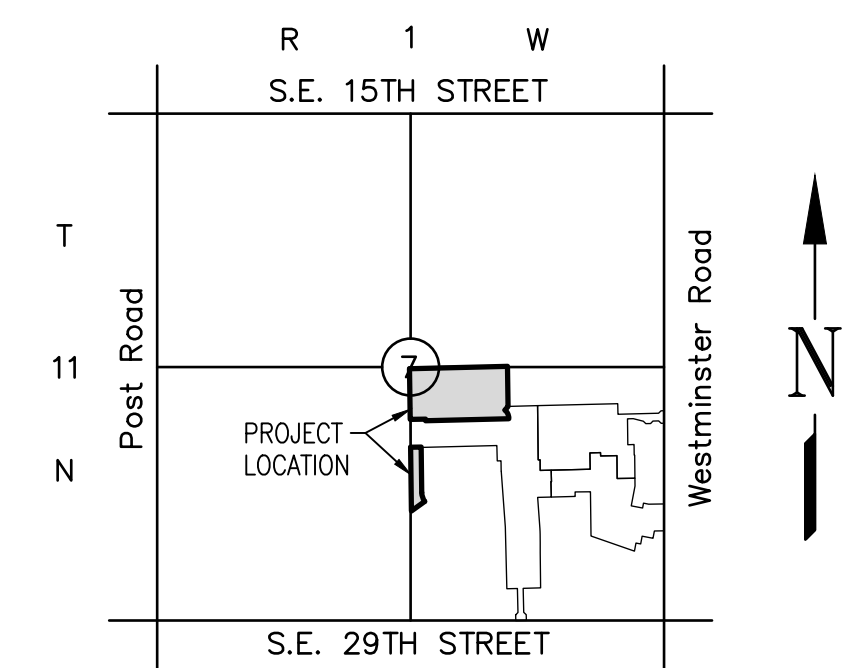
Said tract contains 1.61 acres, more or less.

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



SCALE: 1" = 100'
 BASIS OF BEARING IS N 00°42'19" W AS SHOWN ON THE EAST LINE OF THE S.E. ¼ OF SECTION 7.

TOTAL LOTS = 63



LOCATION MAP
 1" = 2000'

CURVE TABLE

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

NOTES:

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

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

Date: February 2, 2018

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

TURTLEWOOD 6th ADDITION
 SHEET 2 OF 2

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



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

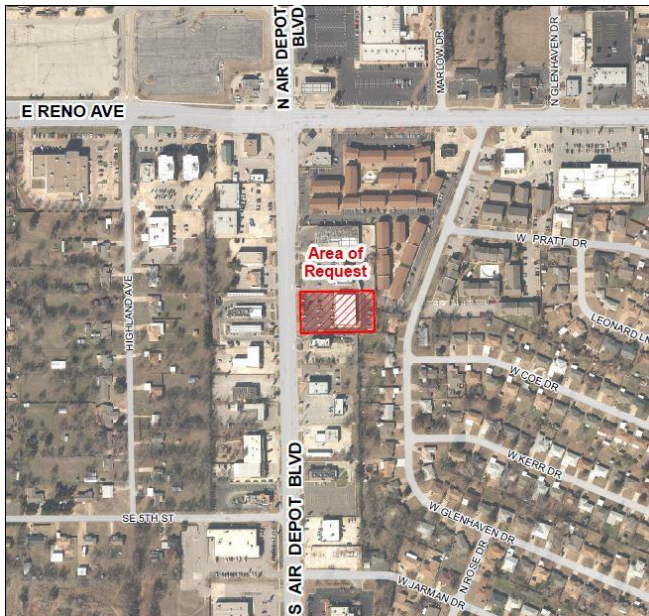
TO: Honorable Mayor and City Council

FROM: Billy Harless, Community Development Director

DATE: February 27, 2018

SUBJECT: (PC –1937) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Drinking Establishment: Sit-Down, Alcoholic Beverages and Low-Point Beer Permitted in the C-3, Community Commercial district, for the property described as a part of the NW/4 of Section 3 T-11-N, R-2-W, located at 232 S. Air Depot Blvd.

Executive Summary: This parcel is currently zoned C-3, Community Commercial. The applicants are proposing to open A Good Time Daiquiri Lounge in space D of the existing building at 232 S. Air Depot. The proposed use is considered a drinking establishment and requires a Special Use Permit in the C-3 district. The applicant proposes to sell food items along with beer and alcoholic beverages. This special use permit, if approved will only apply to space D. If this building is remodeled to expand this use, another Special Use Permit will be required.



DATES OF HEARINGS:
Planning Commission – February 6,
2018
City Council – February 27, 2018

OWNER:
Sally Sherman, Mitchell
Investments LLC

APPLICANT:
Ryan Rutledge and LaBrika Chaffer

PROPOSED USE:
Drinking Establishment

SIZE
The area of the has a frontage of
approximately 150 feet along S. Air Depot Blvd. and a depth of approximately 270 feet,
containing an area of approximately 1.14 acres.

DEVELOPMENT PROPOSED BY COMPREHENSIVE PLAN:

Area of Request – Office/Retail
North, South and West – Office/Retail
East – HDR, High Density Residential and LDR, Low Density Residential

ZONING DISTRICTS:

Area of Request – C-3, Community Commercial
North, South and West – C-3, Community Commercial
South and East – R-6, Single Family Residential

LAND USE:

Area of Request – Four tenant commercial strip center
North – All American Diner
South – Taco Bell
East – Single family residence and apartments
West – Sonic

COMPREHENSIVE PLAN CITATION:

Office/Retail Land Use

Retail land uses areas are intended to provide for a variety of retail trade, personal, and business services and establishments. Retail establishments generally require greater visibility than do other types of non-residential land uses (e.g., office, commercial).

Office uses include professional offices for lawyers, doctors, realtors, and other professionals. Office land uses are generally appropriate in all other non-residential areas of the City. Office development should be compatible with any adjacent residential area.

MUNICIPAL CODE CITATION:

2.20 Community Commercial

2.20.1. General Description

This commercial district is intended for the conduct of business activity which is located at the edge of residential areas but which serves a larger trade area than the immediately surrounding residential neighborhoods.

Business uses will most often be found in a wide variety of commercial structures, normally on individual sites with separate ingress, egress, and parking. Because of the varied uses permitted, it is important to be separated as much as possible visually and physically from any nearby residential areas and to limit the harmful effects of increased traffic, noise, and general nonresidential activity which will be generated.

Traffic generated by the uses permitted shall be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

7.6. Special Use Permit

7.6.1. Special Use Permit

The uses listed under the various districts as special use permits are so classified because they more intensely dominate the area in which they are located than do other uses permitted in the district.

(A) Consideration for compatibility

With consideration given to the setting, physical features, compatibility with surrounding land uses, traffic, and aesthetics, certain uses may locate in an area where they will be compatible with existing or planned land uses.

(B) Review and approval

The Planning Commission shall review each case on its own merit, apply the criteria established herein, and recommend either approval or denial of the special use permit to the City Council. Following the Planning Commission's recommendation, the City Council shall review each case on its own merit, apply the criteria established herein, and, if appropriate, authorize said use by granting a special use permit.

(C) Use identified by individual zoning district

If a special use permit is granted it shall be for all the uses permitted in the specified district plus the special use permit requested.

7.6.3 Criteria for Special Use Permit Approval

(A) Special use permit criteria

The City Council shall use the following criteria to evaluate a special use permit:

- 1) Whether the proposed use shall be in harmony with the policies of the comprehensive plan.
- 2) Whether the proposed use shall be in harmony with the general purpose and intent of the applicable zoning district regulations.
- 3) Whether the proposed use shall not adversely affect the use of neighboring properties.
- 4) Whether the proposed use shall not generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood.
- 5) Whether utility, drainage, parking, loading, signs, lighting access and other necessary public facilities to serve the proposed use shall meet the adopted codes of the city.

NOTIFICATION:

1. Written notice was mailed to owners of real property within 300 feet of the exterior boundaries of the subject property.

HISTORY:

1. This area was zoned C-3, with the adoption of the 1985 Zoning Map and remains so designated on the 2010 Zoning Map.
2. The Planning Commission recommended approval of this item February 6, 2018.

STAFF COMMENTS:

Engineering Staff Comments:

Note: This application is for a special use permit for an existing development that meets current engineering requirements. No new engineering improvements are required with this application.

Water Supply and Distribution

A twelve (12) inch public water main is located on the east side of Air Depot Boulevard in the street right-of-way extending along the west side of the area of request.

Extension of the water supply to serve this property is not required as outlined in Municipal Code 43-32.

Connection to the public water supply system for domestic service is a building permit requirement per Municipal Code 43-32 for all new buildings.

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located in a dedicated fifteen (15) foot public utility easement located along the east side of the area of request.

Public sanitary sewer line improvements are not required with this application.

Connection to the public sanitary sewer system for service is a building permit requirement per Municipal Code 43-109 for all new buildings.

Streets and Sidewalks

Access to the area of request is available from Air Depot Boulevard. Air Depot Boulevard is classified as a secondary arterial in the 2008 Comprehensive Plan. Air Depot Boulevard is a five (5) lane, 65-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred (100) feet for a secondary arterial and presently, Air Depot Boulevard has one hundred (100) feet of right-of-way adjacent to and parallel to the west side of the area of request.

Right of way grants to the city are not required with this application.

Street improvements are not required with this application.

Sidewalk improvements are not required with this application.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is via overland flow from the west to the east. Currently, the area of request is developed with a commercial business. None of the area of request is affected by flood zone AE (the 100-year floodplain) as shown on the effective Flood Insurance Rate map (FIRM) number 40109C0310H, dated December 12, 2009.

Drainage and detention improvements are not required with this application.

All development on the proposed tracts must conform with the applicable requirements of Municipal Code Chapter 13, "Drainage and Flood Control."

Easements and Right-of-Way

No additional rights-of-way and/or easements are required with this application.

Fire Marshal's Comments:

If a remodel or any future construction is necessary, a plan will need to be submitted to the Fire Department and all City and Fire Codes must be followed.

Planning Division:

The area of request contains an existing 8,094 square foot building. The building is separated into four individual tenant spaces. This application applies to space “D” which is the far southern space.

The applicants are proposing to use space D for a drinking establishment. Food will also be served accessory to beer and alcoholic beverages. A Special Use Permit is required for uses serving low point beer and alcoholic beverages in the C-3 zoning district. The name of the proposed establishment is A Good Time Daiquiri Lounge. The hours of operations are as follows: Thursday 3pm-12am, Friday-Saturday 3pm-2am and Sunday 3pm-10pm.

The applicant has stated that they will not host any outdoor concerts or events at the site. In addition to beer and alcoholic beverages, the applicant also proposes to sell food such as chicken wings, chicken tenders, fries, waffles and BBQ along with non-alcoholic beverages.

As of this writing, staff has not received any calls or letters of protest regarding this rezoning request.

As mentioned above, criteria for special use permit approval is outlined in 7.6.3. of the Midwest City Zoning Ordinance. Below are staff’s opinions as to how this application meets or does not meet the required criteria:

1. The Comprehensive Plan states that one of the three basic targets of economic development programming is making efforts to create new business activity within the community. Space D at 232 S. Air Depot has sat vacant for many months. Allowing this new business will eliminate a vacant space and contribute to the sales tax in Midwest City.
2. The proposed use is in harmony with the general purpose and intent of the C-3 zoning district regulations as it is located along an arterial street and mostly surrounded by commercial uses.
3. The proposed use is not likely to adversely affect the neighboring properties. The applicant will be required to adhere to all laws regarding serving alcoholic beverages to patrons.
4. Staff does not believe that the proposed use will generate pedestrian and vehicular traffic that is hazardous or in conflict with the existing and anticipated traffic in the neighborhood. The area of request is already zoned C-3 and the traffic generated from this use would be similar to that of a restaurant which is allowed by right in the C-3 zoning district.
5. Utility, drainage, parking, loading, signs, lighting access and other necessary public facilities are all existing and will not be affected by this proposed use.

Based on the information above, staff recommends approval of this Special Use Permit to allow the use of Drinking Establishment: Sit-Down, Alcoholic Beverages and Low-Point Beer Permitted at 232 S. Air Depot Blvd.

Action Required: Approve or reject the resolution for a Special Use Permit for the property as noted herein, subject to the staff comments and recommendations as found in the February 27, 2018, agenda packet and made a part of PC- 1937 file.

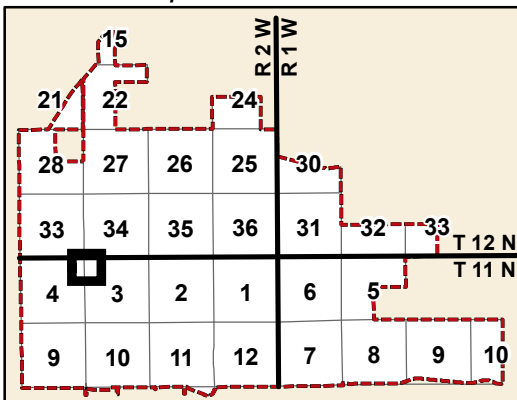
A handwritten signature in black ink, appearing to read "Billy Harless". The signature is fluid and cursive, with a prominent initial "B" and a long, sweeping underline.

Billy Harless, AICP
Community Development Director

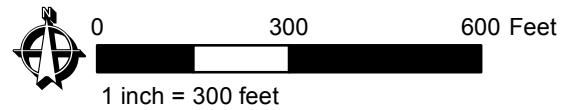
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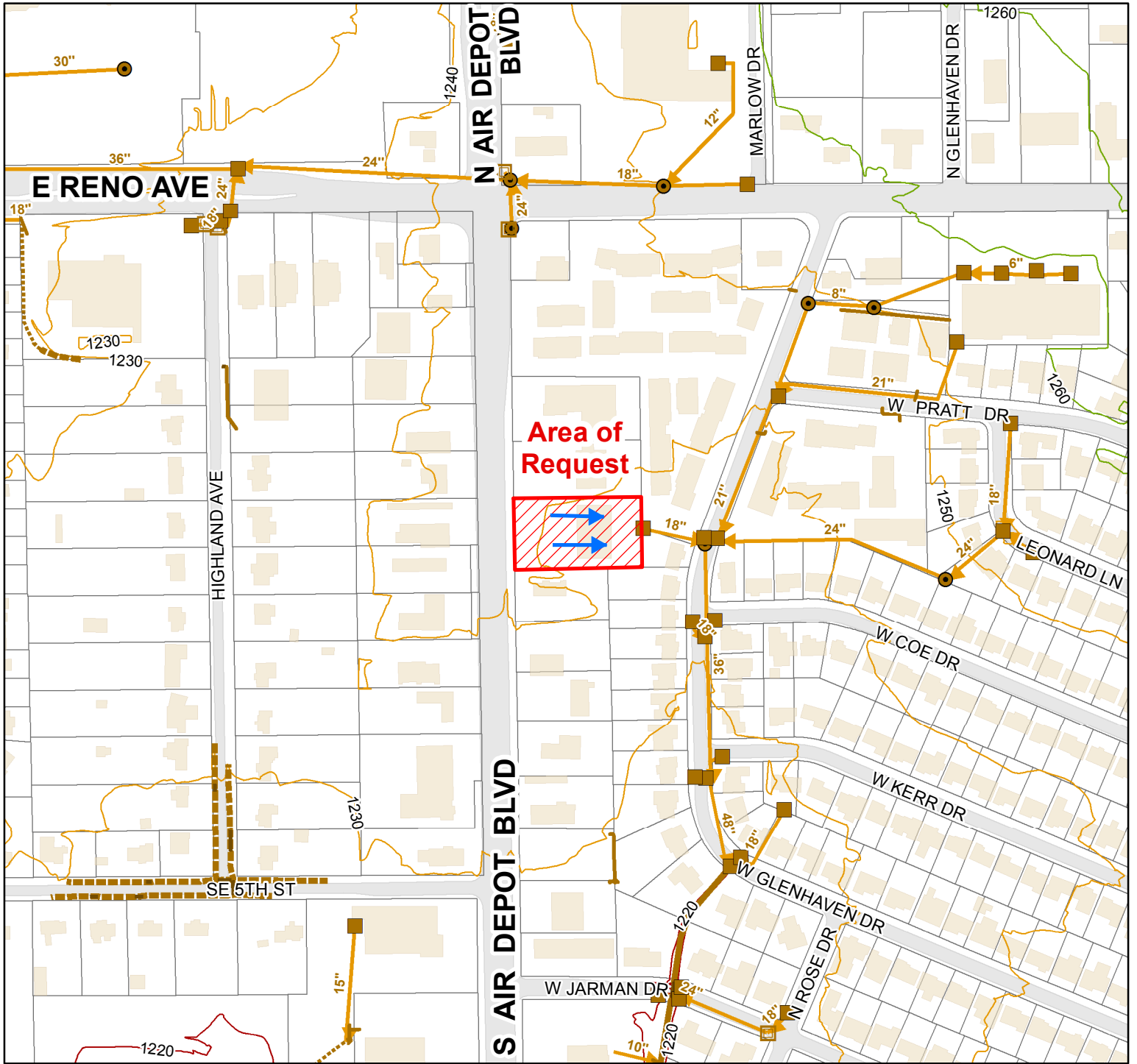
Locator Map



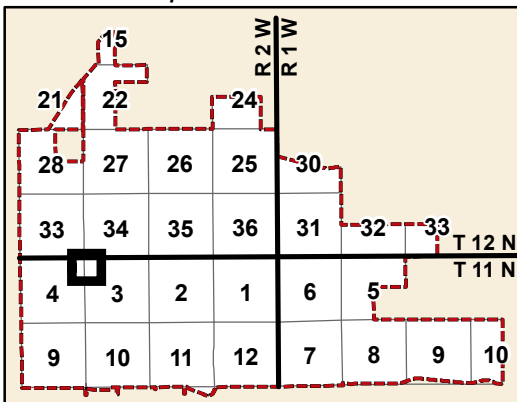
**2015 DOP (AERIAL) VIEW FOR
PC-1937
(NW/4, Sec. 3, T11N, R2W)**



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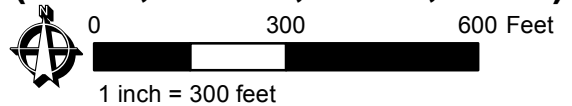
Locator Map



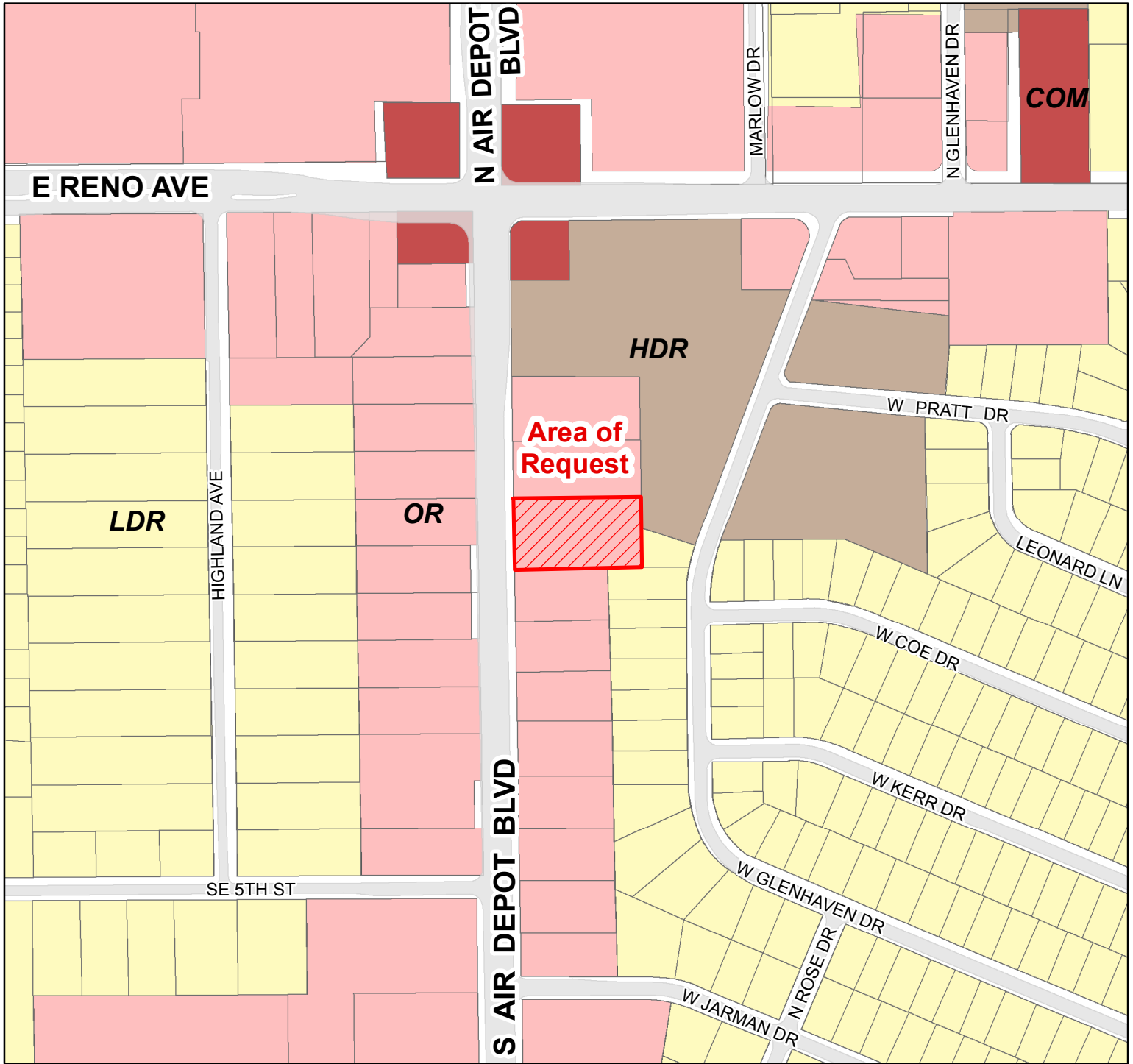
- Drainage Legend**
- Curb Inlets
 - Inlets
 - Junction Box
 - Culverts
 - Flumes
 - Developed Channels
 - Trickle Channels
 - Undeveloped Channels
 - Storm Lines
 - Creeks
- ELEVATION**
- 1166-1204 ft
 - 1204-1228 ft
 - 1228-1250 ft
 - 1250-1278 ft
 - 1278-1324 ft

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

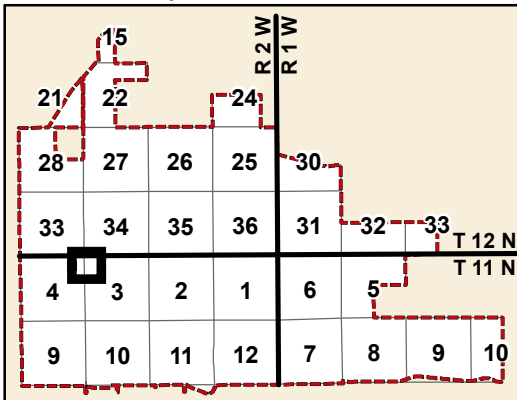
DRAINAGE LOCATION MAP FOR PC-1937 (NW/4, Sec. 3, T11N, R2W)













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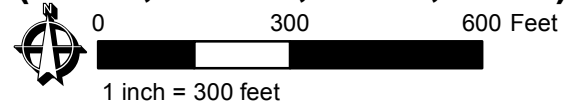
Locator Map



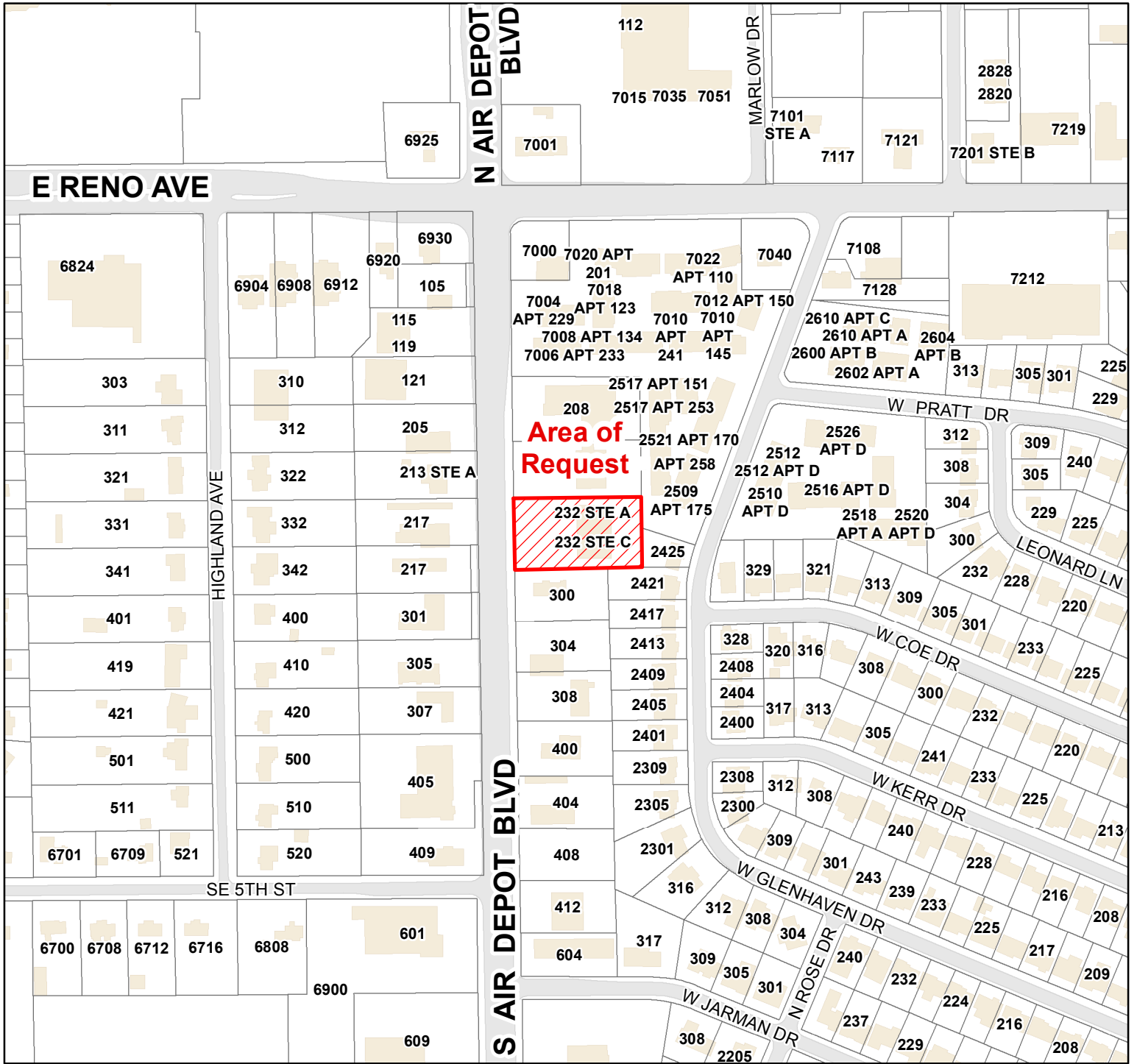
Future Land Use Legend

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

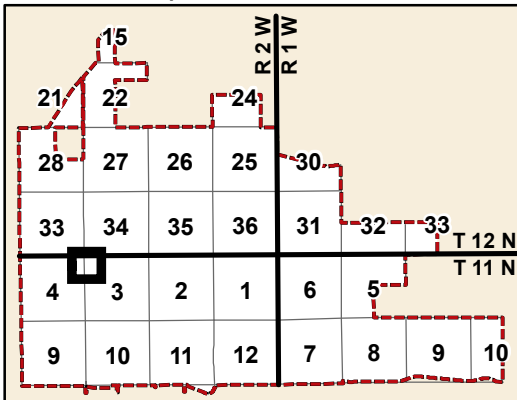
**FUTURE LAND USE
MAP FOR
PC-1937
(NW/4, Sec. 3, T11N, R2W)**








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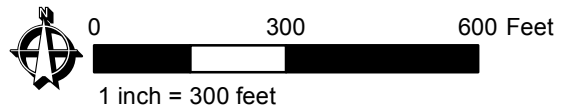
Locator Map



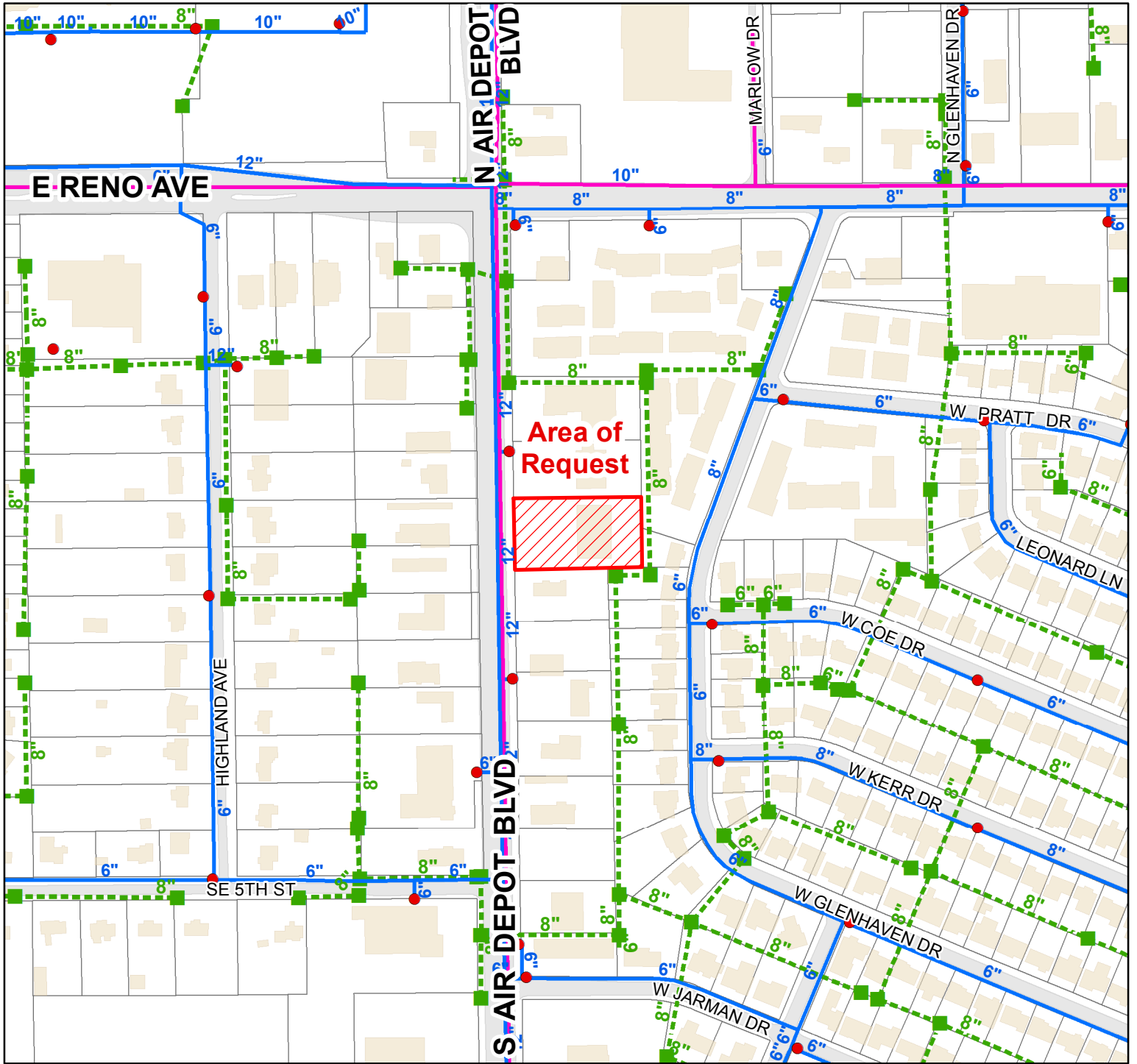
General Map Legend

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

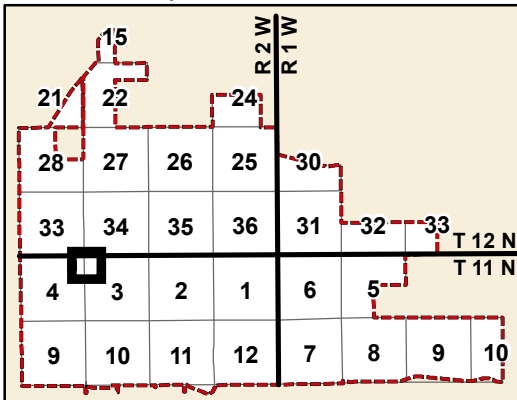
**GENERAL MAP FOR
PC-1937
(NW/4, Sec. 3, T11N, R2W)**



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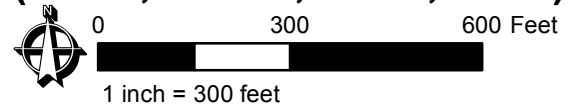
Locator Map



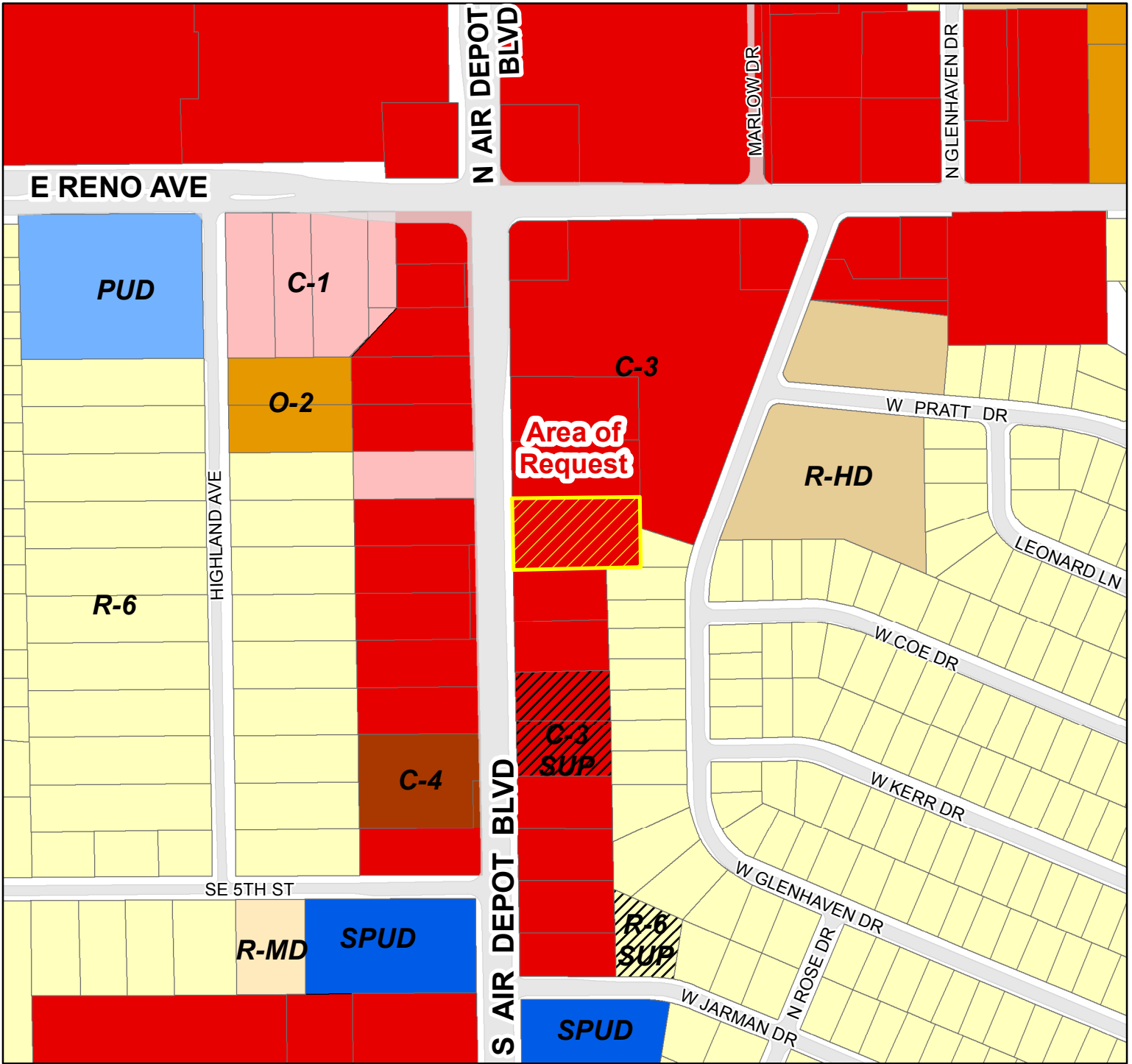
Water/Sewer Legend

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

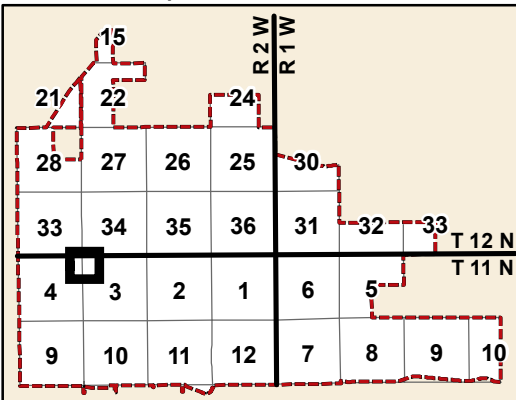
**WATER/SEWER LINE
LOCATION MAP FOR
PC-1937
(NW/4, Sec. 3, T11N, R2W)**



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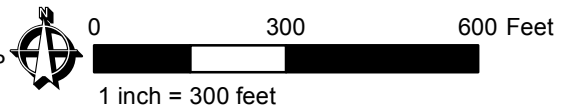
Locator Map



Current Zoning Legend

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

**ZONING MAP FOR
PC-1937
(NW/4, Sec. 3, T11N, R2W)**



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2 **RESOLUTION NO. _____**

3 **A RESOLUTION APPROVING A SPECIAL USE PERMIT TO ALLOW DRINKING**
4 **ESTABLISHMENT: SIT-DOWN, ALCOHOLIC BEVERAGES AND LOW-POINT BEER**
5 **PERMITTED AND DIRECTING AMENDMENT OF THE OFFICIAL ZONING DIS-**
6 **TRICT MAP TO REFLECT THE RECLASSIFICATION OF THE PROPERTY'S ZON-**
7 **ING DISTRICT; AND PROVIDING FOR REPEALER AND SEVERABILITY**

8 **WHEREAS**, the Zoning Map of Midwest City, Oklahoma, 2010, shows the following described
9 property with a classification of **C-3, Community Commercial**:

10 A part of the Northwest Quarter (NW/4) of Section Three (3), Township Eleven (11)
11 North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, being
12 more particularly described as follows:

13 BEGINNING at a point 642 feet South of the Northwest Corner of said Quarter Section;
14 Thence South along the West line of said Quarter Section a distance of 150 feet; Thence
15 East and parallel with the North line of said Quarter Section a distance of 330 feet;
16 Thence North and parallel with the West line of said Quarter Section a distance of 150
17 feet; Thence West and parallel with the North line of said Quarter Section a distance of
18 330 feet to the Point of Beginning.

19 **WHEREAS**, it is the desire of the Midwest City Council to grant a Special Use
20 Permit for said property.

21 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MID-**
22 **WEST CITY, OKLAHOMA COUNTY, STATE OF OKLAHOMA:**

23 That the above described property located in Midwest City, Oklahoma be and is
24 hereby granted a Special Use Permit to allow the use of **Drinking Establishment: Sit-**
25 **Down, Alcoholic Beverages and Low-Point Beer Permitted.**

26 **PASSED AND APPROVED** by the Mayor and Council of the City of Midwest City, Oklahoma,
27 on the _____ day of _____, 2018.

28 THE CITY OF MIDWEST CITY, OKLA-
29 HOMA

30 _____
31 MATTHEW D. DUKES II, Mayor

32 ATTEST:

33 _____
34 SARA HANCOCK, City Clerk

35 **APPROVED** as to form and legality this _____ day of _____, 2018.

36 _____
PHILIP W. ANDERSON, City Attorney



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: February 27, 2018

Subject: (PC-1938) Public hearing with discussion and consideration of approval of the St. Charles Place Final Plat for the property described as a tract of land lying in the SW/4 of section 36, T-12-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.

Executive Summary

This is a request for a final plat for the St. Charles Place single-family residential subdivision. The construction of the required public improvements is underway and must be completed and accepted by the City prior to issuance of any building permits. The applicant has submitted a surety bond for the public improvements that are not yet complete. The final plat meets the requirements of the Subdivision Regulations. Staff recommends approval.



Dates of Hearing: Planning Commission – February 6, 2018
City Council – February 27, 2018

Owner/Applicant: Frank McLendon, St. Charles Place LLC

Proposed Use: 37 single-family lots

Size: The area of request contains an area of 7.55 acres along St. Charles Ave.

Zoning Districts:

Area of Request – PUD

North, East and West – R-6, Single Family Residential

South – SPUD, Simplified Planned Unit Development

Municipal Code Citation:

38-19 Final Plat

38-18.1. *Purpose*

The purpose of a Final Plat is to ensure consistency with standards of the Subdivision Ordinance pertaining to the adequacy of public facilities, provide for public improvements to serve the subdivision and that all other requirements and conditions have been satisfied or provided for to allow the Final Plat to be recorded.

History:

1. This area has been zoned single family with the adoption of the 1985 and the 2010 Zoning Ordinances and has never been platted.
2. The area of request was rezoned to a PUD, governed by the R-6, Single Family Detached Residential District in October of 2016 (PC-1883).
3. The preliminary plat for the area of request was approved in October of 2016 (PC-1884).
4. The Planning Commission recommended approval of this item February 6, 2018.

Staff Comments:

Engineering Comments:

Public Improvements

The Subdivision Regulations pertaining to this application require the applicant complete the installation of the public improvements or provide the City a letter of credit / surety bond covering the installation's costs.

The applicant has provided a bond insuring the completion of all of the public improvements related to this development. The surety bond is attached to this application and the construction of the improvements is in progress.

Easements and Right-of-Way

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

Fire Marshal's Comments:

The Fire Marshal has reviewed this Final Plat. If the water line is on a dead end, two hydrants are allowable provided that the line is an 8" line. All construction must meet Chapter 15 of the Municipal Code.

Plan Comments:

The proposed St. Charles Place Final Plat proposes to create 37 individual lots for single family residential development. The entire plat encompasses approximately 7.55 acres. Access to the site will be via one curbcut along Charles Ave.

As required by the Subdivision Regulations, the City Attorney has reviewed the Oakwood Landing Homeowners Association covenants and found them to be in compliance with the requirements of the code.

Regarding tree preservation and mitigation, staff incorrectly interpreted the options for tree preservation during the preliminary plat process for this development. The Subdivision Regulations require that either the trees be preserved in areas not intended for rights-of-way and infrastructure or that the development be designed as a cluster leaving ample open spaces with existing trees. The Subdivision Regulations does list an option for tree mitigation; however, this option is only applicable if the applicant clear-cuts the trees prior to application of a preliminary plat. Staff initially interpreted this as a third option, allowing the developer to clear-cut the trees so long as a plan for mitigating the removed tree canopy that was not in areas designated for infrastructure was submitted and approved.

This error was discovered as staff began meeting as staff was meeting with the applicant of the Oakwood Landing Addition (a previously approved subdivision, separate from this St. Charles Place Addition) regarding their final plat. If the applicant had clear-cut the trees prior to application for the preliminary plat, the trees would be required to be mitigated and planted prior to approval of the final plat. As this was an error in staff's interpretation of the code, staff recommends that the applicant be required to mitigate the required trees as development occurs. The applicant has submitted plans for mitigating a portion of the trees in the front yard of every lot. These trees will be required to be planted before a Certificate of Occupancy is issued for each house. The remainder of the trees that are required to be mitigated will be planted in the common area. These trees will be required to be planted prior to completion of the development. Staff recommends approval of this plan to mitigate the original tree canopy.

The Oakwood Landing and St. Charles Place were the only two subdivisions where the tree preservation requirements were incorrectly applied. Moving forward, all subdivisions will be required to follow the requirements for tree preservation as listed in the Subdivision Regulations.

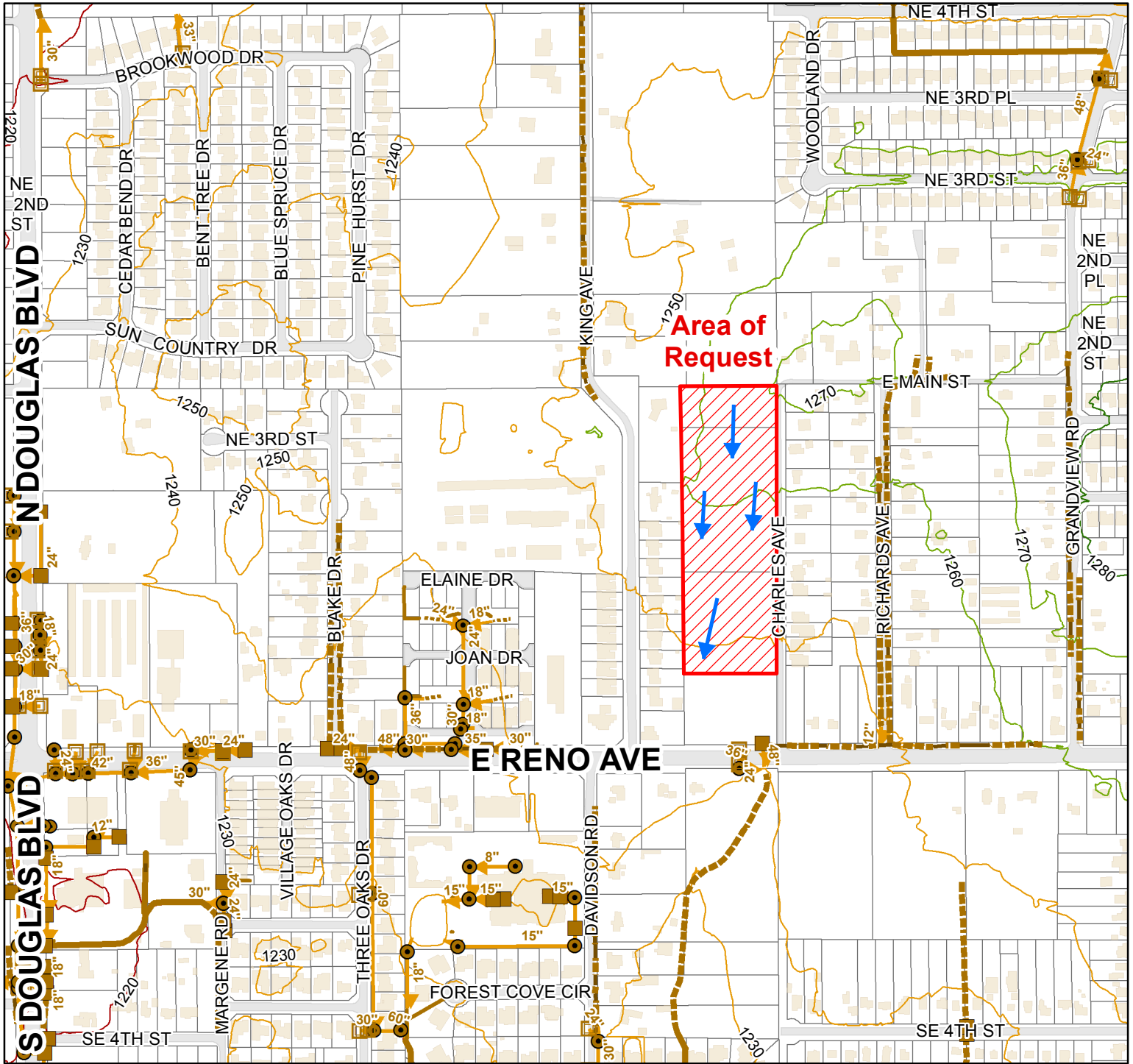
One (1) subdivision identification sign is allowed per entrance to the subdivision. The display surface area of the identification sign shall not exceed 36 square feet.

The St. Charles Place Final Plat conforms to the Midwest City Subdivision Regulations, staff recommends approval.

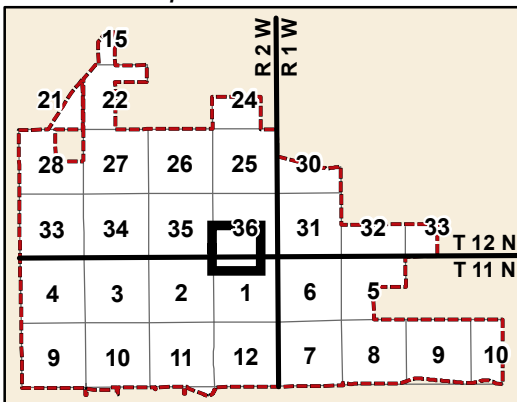
Action Required: Approve or reject the St. Charles Place Final Plat for the property as noted herein, subject to the staff comments and recommendations as found in the February 27, 2018, agenda packet, and as noted in PC-1938 file.



Billy Harless, AICP
Community Development Director



Locator Map



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

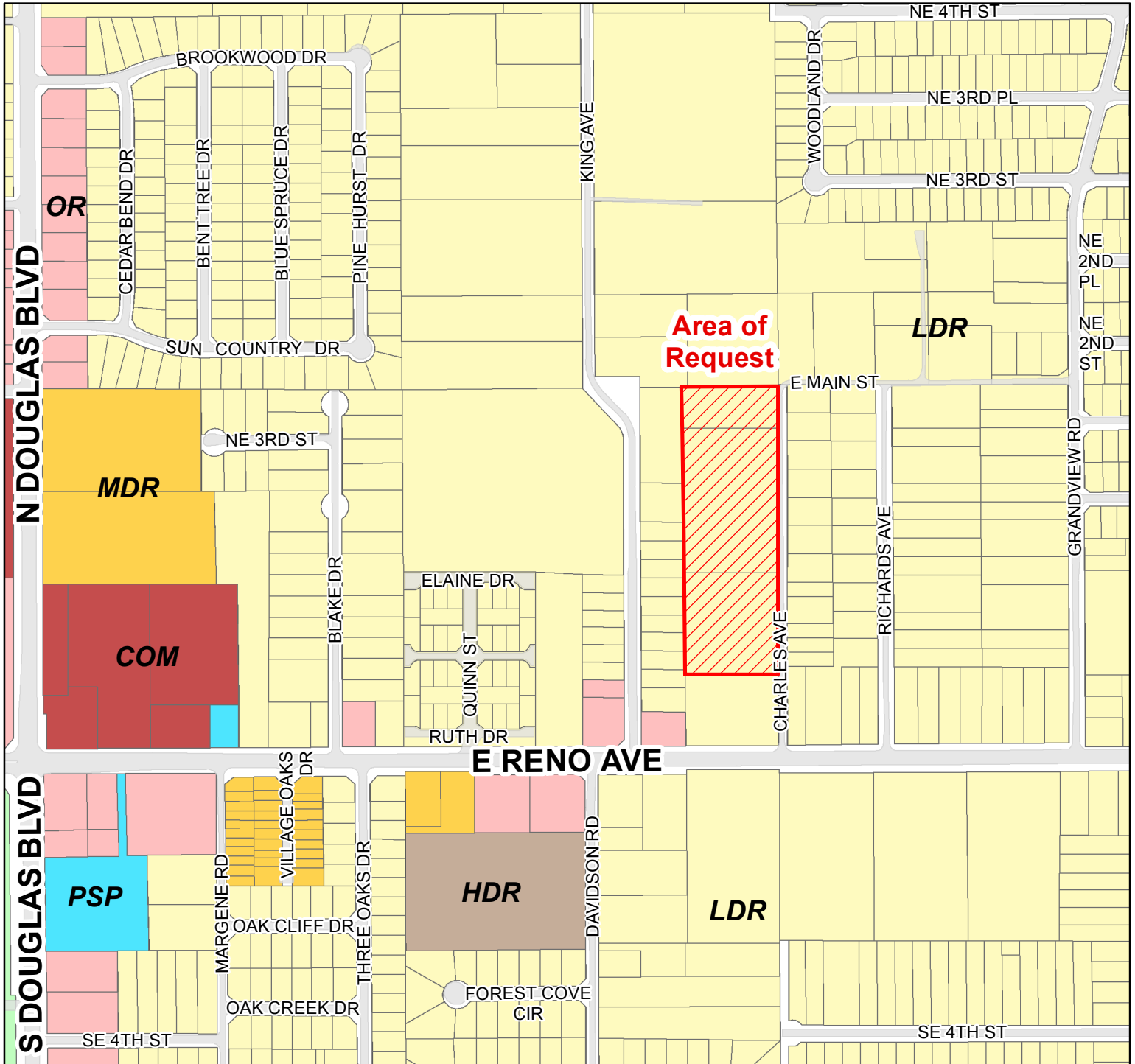
2009 FEMA Floodplains

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

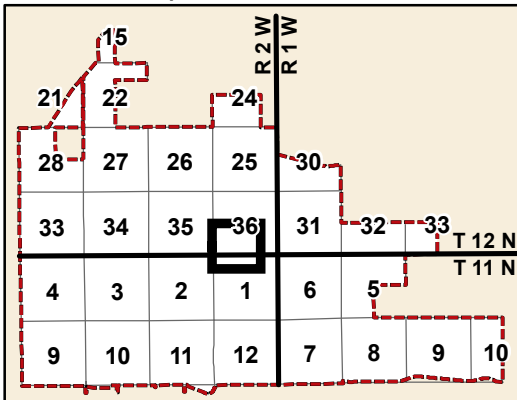
DRAINAGE LOCATION MAP FOR PC-1938 (SW/4, Sec. 36, T12N, R2W)













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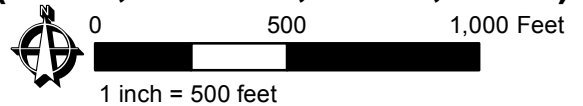
Locator Map



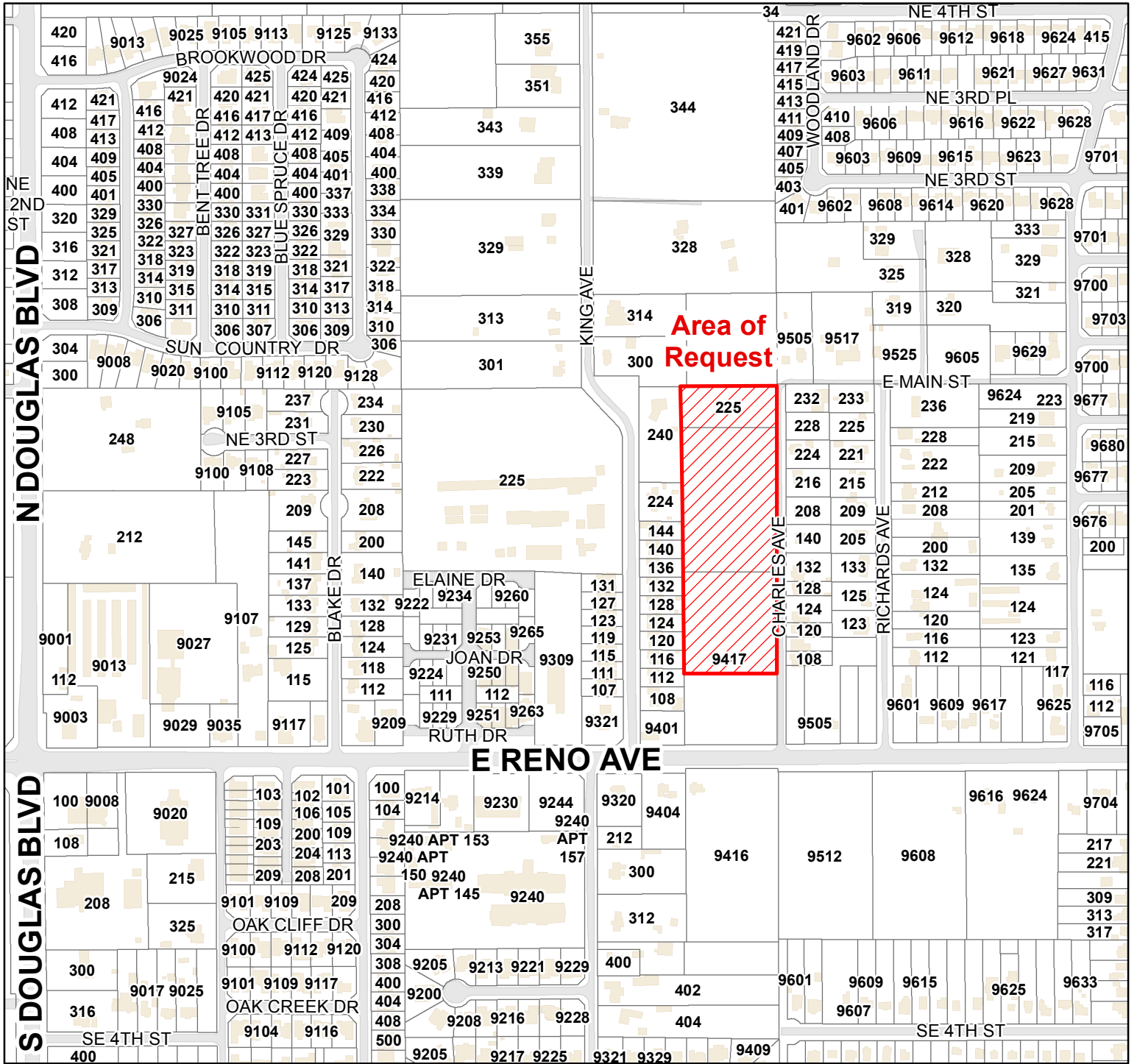
Future Land Use Legend

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

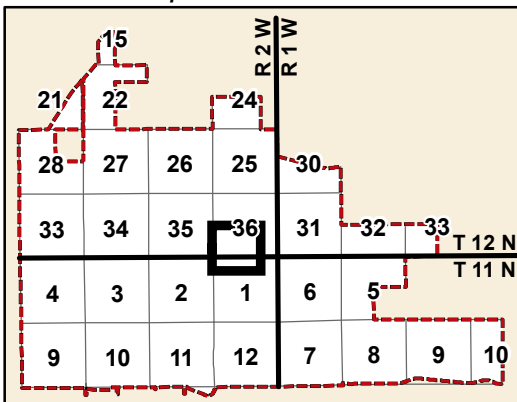
**FUTURE LAND USE
MAP FOR
PC-1938
(SW/4, Sec. 36, T12N, R2W)**








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Locator Map



General Map Legend

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

**GENERAL MAP FOR
PC-1938
(SW/4, Sec. 36, T12N, R2W)**

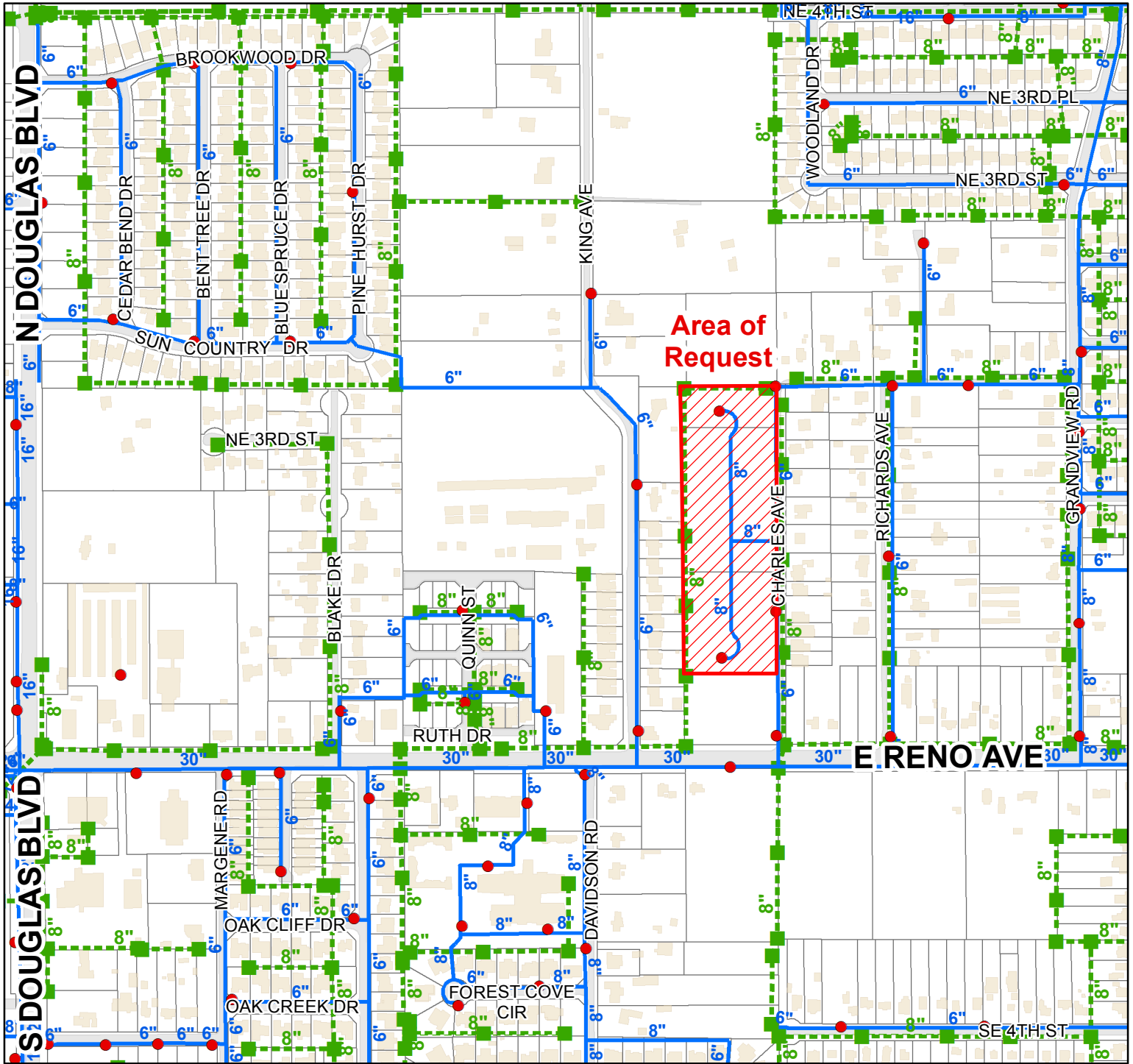


0 500 1,000 Feet

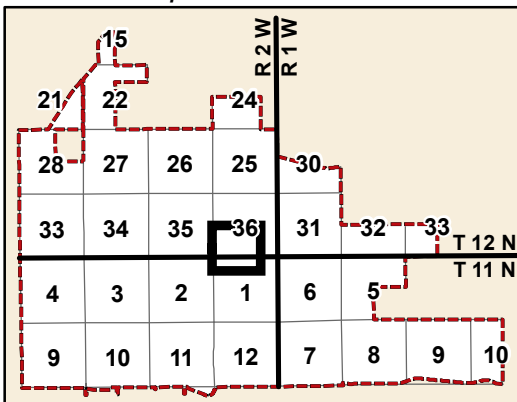


1 inch = 500 feet

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Locator Map



Water/Sewer Legend

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

**WATER/SEWER LINE
LOCATION MAP FOR
PC-1938
(SW/4, Sec. 36, T12N, R2W)**



0 500 1,000 Feet



1 inch = 500 feet

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OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENT:

THAT _____ HEREBY CERTIFIES THAT THEY ARE THE OWNER OF AND THE ONLY PERSON OR ENTITY HAVING ANY RIGHT, TITLE OR INTEREST IN AND TO THE LAND SHOWN ON THE PLAT OF ST. CHARLES PLACE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SW/4 OF SECTION 36, T12N-R2W I.M.; THENCE N02°0'43"W ALONG THE EAST LINE OF SAID SW/4 A DISTANCE OF 260.00 FEET; THENCE S89°38'52"W AND PARALLEL WITH THE SOUTH LINE OF SAID SW/4 A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING; THENCE S89°38'52"W AND PARALLEL WITH THE SOUTH LINE OF SAID SW/4 A DISTANCE OF 310.03 FEET TO A POINT ON THE EAST LINE OF L.S. WHITE ADDITION; THENCE N02°1'08"W ALONG THE EAST LINE OF SAID L.S. WHITE ADDITION A DISTANCE OF 1060.00 FEET TO A POINT ON THE NORTH LINE OF THE SE/4 OF SAID SW/4; THENCE N89°38'52"E ALONG THE NORTH LINE OF THE SE/4 OF SAID SW/4 A DISTANCE OF 310.16 FEET; THENCE S02°0'43"E A DISTANCE OF 1060.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 7.55 ACRES MORE OR LESS.

THEY FURTHER CERTIFY THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AS SHOWN ON THE SAID FINAL PLAT, WHICH SAID FINAL PLAT REPRESENTS A CORRECT SURVEY OF ALL PROPERTY INCLUDED THEREIN, THEY FURTHER CERTIFY THAT THEY ARE THE OWNER OF AND THE ONLY PERSON, FIRM, OR CORPORATION WHO HAS ANY RIGHT, TITLE, OR INTEREST TO THE LAND INCLUDED IN THE ABOVE MENTIONED FINAL PLAT AND THEY DO HEREBY DEDICATE ALL UTILITY AND DRAINAGE EASEMENTS AS SHOWN ON SAID FINAL PLAT TO THE USE OF THE PUBLIC, FOR PUBLIC DRAINAGE AND UTILITIES FOR THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNEES FOREVER AND HAS CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES.

WITNESSED BY OUR HAND(S) THIS ____ DAY OF _____, 20__

ST. JAMES PLACE LLC
1723 W. BRITTON ROAD
OKLAHOMA CITY, OK 73120

WILLARD BARNETT, MANAGER

STATE OF OKLAHOMA
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 20__ PERSONALLY APPEARED WILLARD BARNETT, AS MANAGER OF ST. JAMES PLACE LLC, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO SIGNED THE NAME OF THE MAKER TO THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER: _____

NOTARY PUBLIC

BONDED ABSTRACTER'S CERTIFICATE

THE UNDERSIGNED DULY QUALIFIED AND LAWFULLY BONDED ABSTRACTOR OF TITLES IN AND FOR THE COUNTY OF OKLAHOMA, STATE OF OKLAHOMA, HEREBY CERTIFIES THAT THE RECORDS OF SAID COUNTY AND STATE SHOW THAT TITLE TO THE LAND SHOWN ON THE ANNEXED PLAT OF ST. CHARLES PLACE, AN ADDITION TO THE CITY OF OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA, APPEARS TO BE VESTED IN ST. JAMES PLACE, LLC, ON THIS ____ DAY OF _____, 20__ THERE WERE NO ACTIONS PENDING, OR JUDGMENTS OF ANY NATURE IN ANY COURT, OR ON FILE WITH ANY CLERK OF ANY COURT IN SAID COUNTY AND STATE AGAINST SAID LAND OR THE OWNERS THEREOF, AND THAT THE TAXES ARE PAID FOR 20__ AND PRIOR YEARS, AND THAT THERE ARE NO OUTSTANDING TAX SALES CERTIFICATES, TAX DEEDS OUTSIDE THE CHAIN OF TITLE RELIED ON AND IS SUBJECT TO MORTGAGES, EASEMENTS, RIGHTS-OF-WAY, OIL AND GAS LEASES AND MINERAL CONVEYANCES OF RECORD.

FIRST AMERICAN TITLE COMPANY

ATTEST:

SECRETARY

PRESIDENT

SURVEYOR'S CERTIFICATE

I, TROY DEE, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1745 IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THIS FINAL PLAT OF ST. CHARLES PLACE, CONSISTING OF ONE (1) SHEET, REPRESENTS A CAREFUL SURVEY MADE UNDER MY SUPERVISION ON THE ____ DAY OF _____, 20__ AND THAT MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, THAT THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF SECTION 38 OF THE MIDWEST CITY CODE OF ORDINANCE, AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE II SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

TROY DEE, PLS# 1745
920 NW 139TH ST. PKWY
OKLAHOMA CITY, OK 73013
C.A. 37263 / EXP. DATE 6/30/2018
TELEPHONE: (405)802-7863

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA }

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 20__ PERSONALLY APPEARED TROY DEE TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

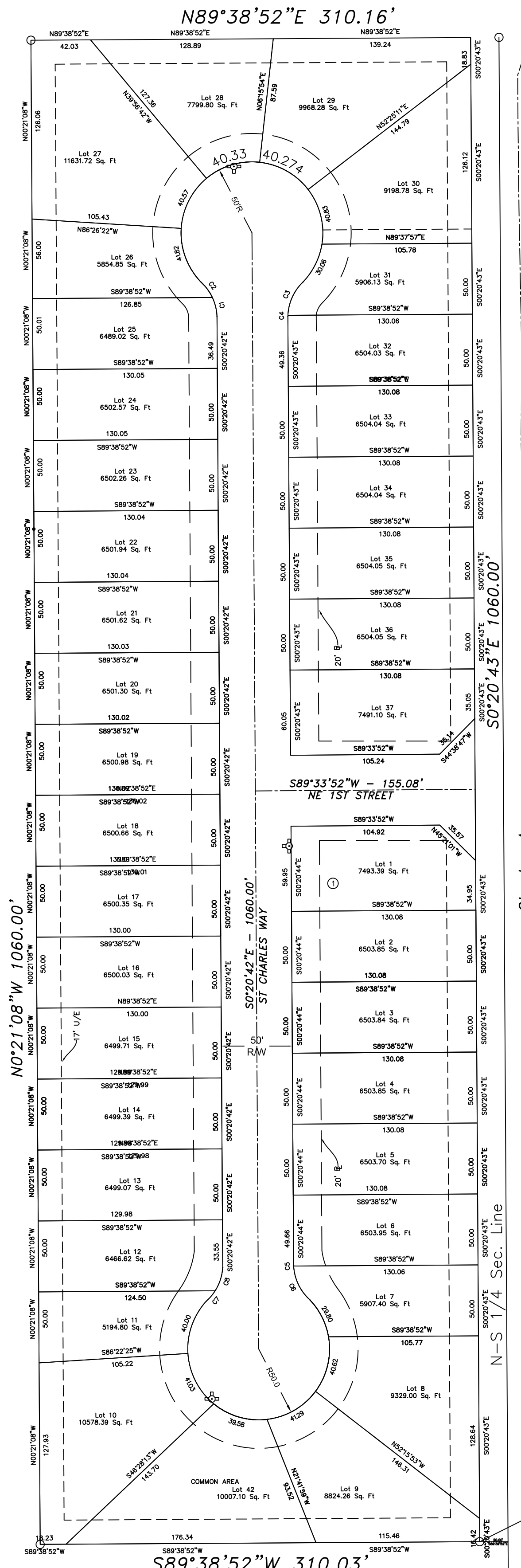
WITNESS MY HAND AND NOTARIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER: _____

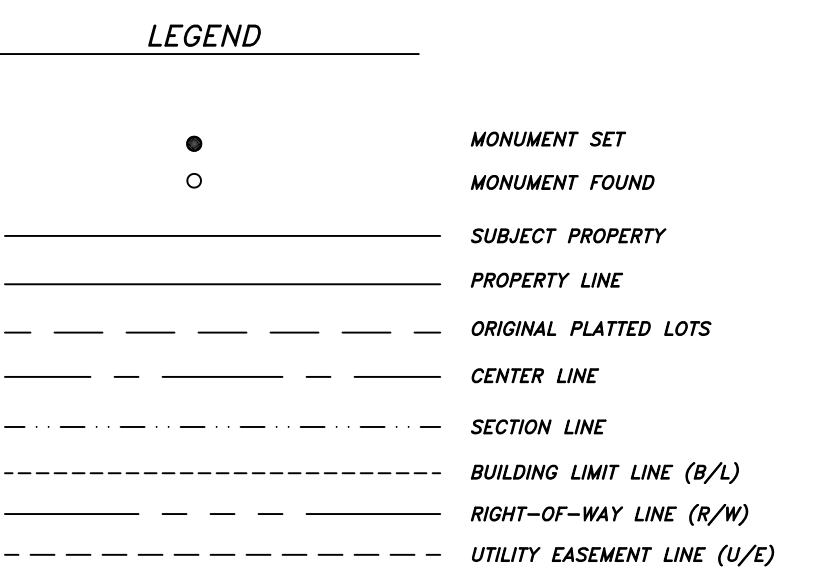
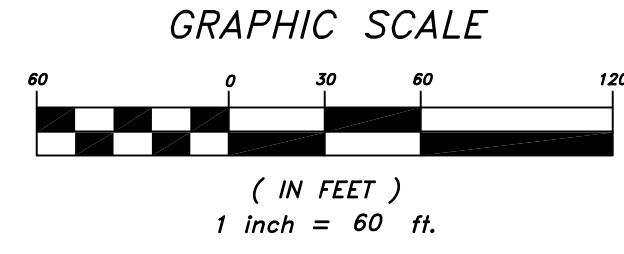
NOTARY PUBLIC

FINAL PLAT ST. CHARLES PLACE

TO THE CITY OF MIDWEST CITY
BEING A PART OF THE SW/4, SECTION 36, T12N-R2W. I.M., OKLAHOMA COUNTY,
OKLAHOMA.



Basis of Bearing
South line SW/4
DATE: 7/29/16
SCALE: 1" = 60'



CURVE NO.	RADIUS	ARC LENGTH	TANGENT	DELTA	CHORD LENGTH	BEARING
C1	34.50	14.00	7.08	23°14'20"	13.90	N02°06'16"W
C2	34.50	13.25	6.71	22°00'30"	13.17	N25°20'39"W
C3	34.50	26.61	14.01	44°11'31"	25.96	S02°28'49"W
C4	34.50	0.64	0.32	01°03'25"	0.64	S02°35'10"E
C5	34.50	0.34	0.17	00°34'17"	0.34	S03°09'27"E
C6	34.50	26.90	14.18	44°40'42"	26.23	N48°44'50"E
C7	34.50	9.73	4.90	16°09'18"	9.70	N32°35'32"E

CITY PLANNING COMMISSION APPROVAL

I, THE UNDERSIGNED, CHAIRMAN OF THE CITY PLANNING COMMISSION OF THE CITY OF MIDWEST CITY, OKLAHOMA, DO HEREBY CERTIFY THAT SAID PLANNING COMMISSION DULY APPROVED THE FINAL PLAT ST. CHARLES PLACE, AN ADDITION TO THE CITY OF MIDWEST CITY, A PART OF THE SW/4, SECTION 36, T12N, R2W.I.M., OKLAHOMA COUNTY, ON THE DAY OF _____, 20__.

CHAIRMAN

CERTIFICATE OF COUNTY TREASURER

I, FORREST FREEMAN, DO HEREBY CERTIFY THAT I AM DULY ELECTED, QUALIFIED, AND COUNTY TREASURER OF OKLAHOMA COUNTY, STATE OF OKLAHOMA AND THAT THE TAX RECORDS OF SAID COUNTY SHOW ALL TAXES ARE PAID FOR THE YEAR 20__ AND PRIOR YEARS ON THE LAND SHOWN ON THE FINAL PLAT OF ST. CHARLES PLACE; THAT THE REQUIRED STATUTORY SECURITY HAS BEEN DEPOSITED IN THE OFFICE OF THE COUNTY TREASURER, GUARANTEEING PAYMENT OF THE CURRENT YEAR'S TAXES.
IN WITNESS WHEREOF SAID COUNTY TREASURER HAS CAUSED THIS INSTRUMENT TO BE EXECUTED AT _____ IN OKLAHOMA COUNTY, STATE OF OKLAHOMA, THIS ____ DAY OF _____, 20__.

COUNTY TREASURER - FORREST FREEMAN

APPROVAL OF PLAT AND ACCEPTANCE OF DEDICATION BY CITY COUNCIL

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF MIDWEST CITY, OKLAHOMA, THAT THE FINAL PLAT OF ST. CHARLES PLACE, SHOWN HEREON IS HEREBY APPROVED AND ACCEPTED.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA THIS ____ DAY OF _____, 20__.

MAYOR - MATT DUKES CITY CLERK - SARA HANCOCK

BONDED ABSTRACTOR'S CERTIFICATE

THE UNDERSIGNED DULY QUALIFIED AND LAWFULLY BONDED ABSTRACTOR OF TITLES IN AND FOR OKLAHOMA COUNTY AND STATE OF OKLAHOMA, HEREBY CERTIFIES THAT THE RECORDS OF SAID COUNTY SHOW THAT THE TITLE TO SAID LAND SHOWN ON THE FINAL PLAT OF ST. CHARLES PLACE, IS VESTED IN _____ AND THAT ON THE ____ DAY OF _____, 20__ THERE ARE NO ACTIONS PENDING OR JUDGMENTS OF ANY NATURE IN ANY COURT OR ON FILE WITH THE CLERK OF ANY COURT IN SAID COUNTY AND STATE AGAINST SAID LAND OR THE OWNER(S) THEREOF, THAT THE TAXES ARE PAID FOR THE YEAR 20__ AND PRIOR YEARS, THAT THERE ARE NO OUTSTANDING TAX SALES CERTIFICATES AGAINST SAID LAND AND NO TAX DEEDS ARE ISSUED TO ANY PERSON, THAT THERE ARE NO LIENS OR OTHER ENCUMBRANCES OF ANY KIND AGAINST THE LAND INCLUDED IN THE FINAL PLAT EXCEPT EASEMENTS, MORTGAGES AND MINERALS CONVEYANCES OF RECORD.
EXECUTED AT _____ IN _____ COUNTY, OKLAHOMA, ON THIS ____ DAY OF _____, 20__.

AMERICAN EAGLE TITLE GROUP, LLC

BY: _____ MANAGER BY: _____ VICE PRESIDENT

STATE OF OKLAHOMA }
COUNTY OF OKLAHOMA }

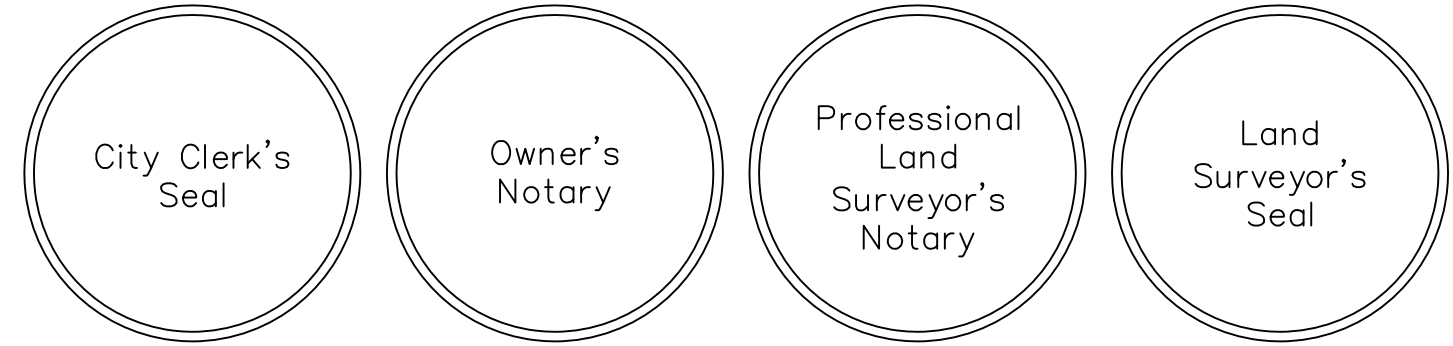
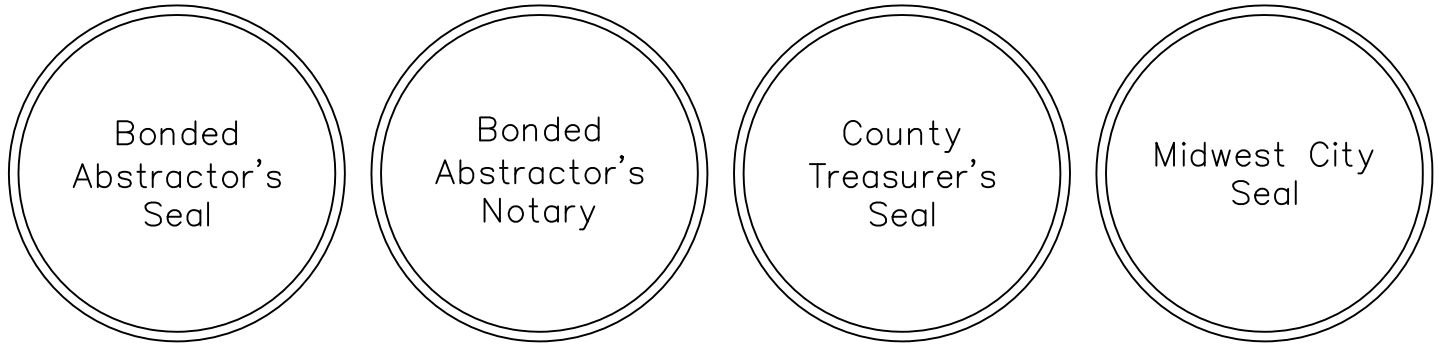
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS ____ DAY OF _____, 20__ PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF AND THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, ON BEHALF OF SAID INDIVIDUAL, FOR THE USES AND PURPOSES THEREIN SET FORTH.

MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER: _____

NOTARY PUBLIC

OWNER NAME
MLB HOMES
1723 W. BRITTON ROAD
OKLAHOMA CITY, OK 73120

JACKSON & JACKSON ENGINEERING, INC
5350 S. WESTERN AVENUE, SUITE 222
OKLAHOMA CITY, OK 73109
PHONE: (405) 225-1978, FAX: (844)278-2997
CERTIFICATE OF AUTHORIZATION #3770, EXP. 06-30-2019





FURTHER INFORMATION



MINUTES OF MIDWEST CITY BOARD OF ADJUSTMENT MEETING
December 5, 2017 -- 6:00 P.M.

This meeting of the Midwest City Board of Adjustment was held in the City Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on February 6, 2018, with the following members present:

Present: Jess Huskey
 Tammy Cook
 Cy Valanejad
 Frank Young
 Charles McDade

Staff present: Kellie Gilles, Planning Manager

The meeting was called to order by Huskey at 6:00 P.M.

A. MINUTES:

A motion was made by Young, seconded by Valanejad, to approve the minutes of the meeting of December 5, 2017 as presented. Valanejad noted that the variance granted was for the lot as it is today and will become void if the lot is split in the future. Voting aye: Young, Valanejad, Cook, McDade and Huskey. Nay: none. Motion carried.

B. NEW MATTERS:

- 1. (BA-397) Discussion and consideration of an application for a variance to the required front yard setback as noted in 3.2 of the Zoning Ordinance, for a residence located in a Planned Unit Development, governed by the R-6, Single Family Detached Residential, for the property described as Lot 21, Block 5 of the Forest Glen North Section 2 Addition – locate at 12615 Shady Glen.**

Staff presented a general overview of the request. The applicant, Jim Campbell of 9228 Cassidy Ct. was present. General discussion on this matter was held among the board members and staff.

The Board members addressed the following criteria for the variance as listed in Section 7.7.2 of the Zoning Ordinance:

1. The application of the ordinance to the particular piece of property would create an unnecessary hardship. Is there a motion to make a finding of such an unnecessary hardship? McDade made a motion that the application of the ordinance creates an unnecessary hardship. Young seconded the motion. Voting aye: Young, Valanejad, Cook, McDade and Huskey. Voting nay: none.

2. Such conditions are peculiar to the particular piece of property. Is there a motion to make a finding of such peculiar condition? A motion was made by Young of a finding of such peculiar conditions, noting that the City inspector approved the footing inspection in front of the building line. Cook seconded the motion. Voting aye: Young, Valanejad, Cook, McDade and Huskey. Voting nay: none.
3. Relief, if granted, would not cause substantial detriment to the public good, or impair the purposes and intent of the ordinance or the comprehensive plan. Is there a motion to make such a finding? A motion was made by Cook, seconded by McDade, to make such a finding of no substantial detriment. Voting aye: Young, Valanejad, Cook, McDade and Huskey. Voting nay: none.
4. The variance, if granted, would be the minimum necessary to alleviate the unnecessary hardship. Is there a motion to make such a finding? A motion was made by Young, seconded by Valanejad. Voting aye: Young, Valanejad, Cook, McDade and Huskey. Voting nay: none.

A motion was made by Young, seconded by McDade, to allow the carport extending past the front building line to be enclosed on two sides. Voting aye: Young, Valanejad, Cook, McDade and Huskey. Voting nay: none. Motion carried.

C. **BOARD DISCUSSION:** None

D. **PUBLIC DISCUSSION:** None

There being no further business, a motion was made by Valanejad, seconded by McDade, to adjourn the meeting. Voting aye: Young, Valanejad, Cook, McDade and Huskey. Nay: none. Motion carried.

The meeting adjourned at 6:12 P.M.

JESS HUSKEY, Chairman

KG

Notice of regular Midwest City Planning Commission meetings in 2018 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2017 and copies of the agenda for this meeting were posted at City Hall at least 24 hours in advance of the meeting.

MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING

February 6, 2018 - 7:00 p.m.

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on February 6, 2018 at 7:00 p.m., with the following members present:

Commissioners present: Russell Smith - Vice Chairman
Dean Hinton
Jess Huskey
Dee Collins
Jim Smith
Jim Campbell

Staff present: Kellie Gilles, Planning Manager
Patrick Menefee, City Engineer
Lora Gwartney, Associate Current Planner

The meeting was called to order by Vice-Chairman Smith at 7:01 p.m.

A. MINUTES:

1. Motion was made by Collins, seconded by Huskey, to approve the minutes of the January 2, 2018 Planning Commission meeting as presented. Voting aye: J. Smith, Collins, Campbell, Hinton, R. Smith and Huskey. Nay: none. Motion carried.

B. NEW MATTERS:

- 1. (PC-1932) Public hearing with discussion and consideration of approval of the proposed Final Plat of Turtlewood 6th Addition for property described as a part of the SE/4 of Section 7, T-11-N, R-2-W.**

Staff presented a brief overview of this item. The applicant, Chris Anderson of 815 W. Main, OKC, was present. Bo Peeler of 2302 S. Webster along with neighbors John Earl and Dale was present. Mr. Peeler acknowledged that the developer heeded his advice to extend the pond to the south and to utilize a flume on the southern end of the pond as the primary outlet. Mr. Peeler is still concerned about the drainage his property will receive and the impact of the drainage on the south end of the pond on the Frolich Meadows Addition. Mr. Peeler suggested that rip rap or some other method be utilized along the rail road to slow the flow of water to Frolich Meadows. R. Smith asked staff if any drainage improvements are planned for the area of the railroad. Menefee explained that it has been

difficult working with the private property owner but staff will continue to monitor the situation. There was general discussion about this item. A motion was made by Hinton, seconded by Huskey, to recommend approval of this item subject to staff comments. Voting aye: J. Smith, Collins, Campbell, Hinton, R. Smith and Huskey. Nay: none. Motion carried.

- 2 (PC-1937) Public hearing with discussion and consideration of approval of a resolution for a Special Use Permit to allow the use of Drinking Establishment: Sit-Down, Alcoholic Beverages and Low-Point Beer Permitted in the C-3, Community Commercial District, for the property described as a part of the NW/4 of Section 3, T-11-N, R-2-W, located at 232 S. Air Depot.**

Staff presented a brief overview of this item. The applicant Ryan Rutledge of 717 NE 23rd Street, Moore, OK, was present. A motion was made by Huskey, seconded by Collins, to recommend approval of this item subject to all staff comments. Voting aye: J. Smith, Collins, Campbell, Hinton, R. Smith and Huskey. Nay: none. Motion carried.

- 3 (PC-1938) Public hearing with discussion and consideration of approval of the St. Charles Place Final Plat for the property described as a tract of land lying in the SW/4 of Section 36, T-12-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.**

Staff presented a brief overview of this item. The applicant, Frank McLendon of 1723 W. Britton Rd. was present. Cy Valanejad of 1113 S. Douglas Blvd. was also present. Mr. Valanejad expressed concerns about the detention pond on the southern end of the development where the subdivision abuts his property. Mr. Valanejad explained that he has spoken to the developer about his concerns and has been assured that his concerns will be dealt with appropriately. There was general discussion about this item. A motion was made by Collins, seconded by Campbell, to recommend approval of this item subject to staff comments. Voting aye: J. Smith, Collins, Campbell, Hinton, R. Smith and Huskey. Nay: none. Motion carried.

C. COMMISSION DISCUSSION: None.

D. PUBLIC DISCUSSION: John Earl of 2305 Webster was present and expressed concerns about the proximity of the Eagle Industries site to the Turtlewood 1st Addition. R. Smith explained that the Planning Commission is not a part of discussions about that site. Menefee stated that DEQ is monitoring the site.

E. FURTHER INFORMATION: There were no items of further information for discussion.

There being no further matters before the Commission, motion to adjourn was made by Campbell, seconded by Collins. Voting aye: J. Smith, Collins, Campbell, Hinton, R. Smith and Huskey. Nay: none. Motion carried.

The meeting adjourned at 7:48 p.m.

Stan Greil, Chairman
(KG)



NEW BUSINESS/
PUBLIC DISCUSSION





MUNICIPAL AUTHORITY
AGENDA



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA

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

February 27, 2018 - 7:01 PM

To make a special assistance request, call 739-1215 or email 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.

- 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 staff briefing and regular meeting of February 13, 2018, as submitted. (Secretary - 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, 2018. (City Manager - T. Lyon)
 3. Discussion and consideration of approval of Legal Services Agreement with Williams, Box, Forshee & Bullard, P.C., and authorizing the Mayor/Chairman to execute the Legal Services Agreement and other related documents and agreements. (City Manager - G. Henson)
 4. Discussion and consideration of approving and entering into a Facility Lease Contract with the Midwest City Branch YMCA for the use of Marion Reed Baseball Complex and Civic Park. The Facility Lease Contract is a five (5) year agreement from March 1, 2018 through February 28, 2023. (Parks and 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 of 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.



CONSENT AGENDA



A notice for staff briefings of the 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).

Midwest City Municipal Authority Staff Briefing Minutes

February 13, 2018 – 6:00 PM

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

Chairman Matt Dukes called the meeting to order at 6:34 PM with the following members present: Trustees Susan Eads, Rick Dawkins, Sean Reed, and Jeff Moore; and Secretary Sara Hancock. Absent: Pat Byrne and Christine Allen.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for February 13, 2018.

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

Chairman Dukes adjourned the meeting at 6:36 PM.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

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).

Midwest City Municipal Authority Minutes

February 13, 2018 – 7:01 PM

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

Chairman Matt Dukes called the meeting to order at 8:17 PM with the following members present: Trustees Susan Eads, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Pat Byrne.

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

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of January 23, 2018, as submitted; and the special meeting of January 30, 2018 as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: Sanitation Fund, revenue/Intergovernmental (00) \$49,834.

New Business/Public Discussion.

There was no new business or public discussion.

Adjournment.

There being no further business, Chairman Dukes adjourned the meeting at 8:18 PM.

ATTEST:

MATTHEW D. DUKES, II, 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 27, 2018

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, 2018.

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

Fiscal Year 2017-2018	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18
Revenue												
Budgeted (MTD)	345,872	508,778	430,804	639,312	424,595	308,205	303,680					
Actual (MTD)	324,600	469,661	409,957	620,373	440,973	298,992	237,909					
Budgeted (YTD)	372,126	854,650	1,285,454	1,924,766	2,349,361	2,657,566	2,961,246					
Actual (YTD)	324,600	794,261	1,204,218	1,824,592	2,265,564	2,564,556	2,802,465					
Expenses												
Budgeted (MTD)	345,872	474,833	419,305	526,754	414,341	383,878	389,188					
Actual (MTD)	398,222	466,528	391,915	410,925	430,597	434,233	326,576					
Budgeted (YTD)	345,126	846,959	1,266,264	1,793,018	2,207,359	2,591,237	2,980,425					
Actual (YTD)	398,222	864,750	1,256,665	1,667,591	2,098,188	2,532,421	2,858,997					
Revenue vs. Expenses												
Budgeted (MTD)	(26,254)	33,945	11,499	112,558	10,254	(75,373)	(85,508)					
Actual (MTD)	(73,622)	3,133	18,042	209,448	10,375	(135,242)	(88,666)					
Budgeted (YTD)	(26,254)	7,691	19,190	131,748	142,002	66,329	(19,179)					
Actual (YTD)	(73,622)	(70,489)	(52,447)	157,001	167,376	32,134	(56,532)					
Key Indicators												
Hotel Room Revenue	221,752	230,732	200,140	288,298	226,644	113,437	115,526					
Food and Banquet Revenue	92,293	208,368	176,594	273,393	152,717	159,911	119,416					

Fiscal Year 2016-2017	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18
Revenue												
Budgeted (MTD)	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,340	456,621
Actual (MTD)	430,970	420,241	481,316	571,284	465,481	270,078	289,607	438,034	529,524	489,852	461,692	463,169
Budgeted (YTD)	456,340	912,680	1,369,020	1,825,360	2,281,700	2,738,040	3,194,380	3,650,720	4,107,060	4,563,400	5,019,740	5,476,361
Actual (YTD)	430,970	851,211	1,332,527	1,903,811	2,369,292	2,639,370	2,928,977	3,367,011	3,896,535	4,386,387	4,848,080	5,311,249
Expenses												
Budgeted (MTD)	452,385	454,833	452,880	458,476	453,217	449,274	448,194	452,407	475,392	458,533	452,933	449,312
Actual (MTD)	422,001	445,980	446,293	514,505	467,175	374,710	372,928	411,386	449,017	447,813	465,261	470,813
Budgeted (YTD)	452,385	907,218	1,360,098	1,818,574	2,271,791	2,721,065	3,169,259	3,621,666	4,097,058	4,555,591	4,992,539	5,441,851
Actual (YTD)	422,001	867,982	1,314,275	1,828,780	2,295,955	2,670,665	3,043,593	3,454,978	3,903,996	4,351,809	4,817,070	5,287,882
Revenue vs. Expenses												
Budgeted (MTD)	3,955	1,507	3,460	(2,136)	3,123	7,066	8,146	3,933	(19,052)	(2,193)	3,407	7,309
Actual (MTD)	8,969	(25,740)	35,022	56,779	(1,694)	(104,632)	(83,320)	26,648	80,507	42,038	(3,568)	(7,644)
Budgeted (YTD)	3,955	5,462	8,922	6,786	9,909	16,975	26,121	29,054	10,002	7,809	27,201	34,510
Actual (YTD)	8,969	(16,771)	18,252	75,031	73,337	(31,295)	(114,615)	(87,967)	(7,460)	34,578	31,010	23,366



City Attorney
100 N. Midwest Boulevard
Midwest City, OK 73110
panderson@midwestcityok.org
Office: 405.739.1203/Fax: 405.739.1208
www.midwestcityok.org

MEMORANDUM

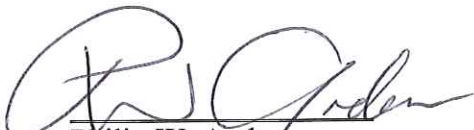
TO: Honorable Chairman and Municipal Authority Trustees

FROM: Philip W. Anderson, City Attorney

DATE: February 27, 2018

SUBJECT: Discussion and consideration of accepting the Legal Services by and between Williams, Box, Forshee & Bullard, P.C. and the City of Midwest City, Oklahoma, a municipal corporation, the Midwest City Municipal Authority, a public trust, and the Midwest City Economic Development Authority, a public trust for services related to the Bond for refinancing of the Town Center Project.

-
- A. Services provided on an hourly rate basis, for legal services performed prior to January 1, 2018, and if requested, will be performed after the current bond issue closes in late February, which have included the attempted Wells Fargo loan, the \$2M Municipal Authority loan used to pay 4086 and creation of the MWCEDA.
 - B. Services provided on a flat fee basis, contingent on sale and delivery of bonds, for legal services including issuance of opinions as Issuer's Counsel in connection with the now pending MWCEDA bond issue.


Philip W. Anderson,
City Attorney

CONTRACT FOR LEGAL SERVICES

This Contract for Legal Services (“Agreement”) is entered into by and between Williams, Box, Forshee & Bullard, P.C., having an address of 522 Colcord Drive, Oklahoma City, Oklahoma 73102 (“Attorneys”), and the City of Midwest City, Oklahoma, a municipal corporation, (“City”) the Midwest City Municipal Authority, a public trust, (“Municipal Authority”) and the Midwest City Economic Development Authority, a public trust, (the “Economic Development Authority”), each having an address of 100 N. Midwest Blvd, Midwest City, Oklahoma 73110 (collectively, “Midwest City”).

WITNESSETH:

In consideration of the mutual covenants and agreements hereinafter set forth, Midwest City and Attorneys agree as follows:

I. PROFESSIONAL SERVICES

Attorneys agree to provide legal services to the City, the Municipal Authority and the Economic Development Authority as requested by the respective City Manager, General Manager or City Attorney thereof, (each of which shall be a “Midwest City Representative”); provided however, Midwest City shall not be obligated to request legal services under this Agreement.

II. FEES AND EXPENSES

A. Services provided on an hourly rate basis.

Hourly rate basis fees for legal services. To the extent that Attorneys perform legal services hereunder on an hourly rate basis, Midwest City shall compensate Attorneys for such services at maximum hourly rates not to exceed \$300.00 per hour for the services of John Michael Williams, \$250.00 per hour for other lawyers and \$95.00 per hour for legal assistants, with billing statements to be rendered by Attorneys in accordance with then current billing policies of Attorneys (“Hourly Rate Fees”).

Expenses. In addition to the foregoing Hourly Rate Fees, Attorneys will be paid by Midwest City for reasonable expenses incurred by Attorneys in performing its services for Midwest City, including long distance telephone and other communication costs, the costs of binding and reproduction, computer legal research and database research, courier and shipping, extraordinary postage, filing fees, court costs and service of process, exhibits, expert witnesses, consultants, other lawyers, real estate and other title services, court reporting, publication and other similar items, provided however, any single item of expense in excess of \$500.00 shall be approved by a Midwest City Representative; and, those additional items of expense benefitting Midwest City as requested by a Midwest City Representative

Attorneys shall not receive compensation under this Section II-A for work performed beginning January 1, 2018 through the date of sale and delivery of the Bonds described below. During this time, Attorneys shall be compensated under Section II-B by the Bond Fee for service as Special Issuer’s Counsel.

B. Services provided on a flat fee basis, contingent on sale and delivery of bonds.

The Economic Development Authority intends to or has issued its Economic Development Revenue Bonds (Town Center Plaza Project), Taxable Refunding Series 2018 ("Bonds"), supported by a Replenishment Agreement by which the Municipal Authority agrees to replenish the Debt Service Reserve Fund for the Bonds to the Debt Service Reserve Requirement at such times as may be necessary pursuant to and as defined by the Indenture for the Bonds, and with respect thereto, Attorneys shall serve as Special Issuer's Counsel to the Economic Development Authority and the Municipal Authority, and shall issue Special Issuer's Counsel Opinions as necessary to facilitate sale and delivery of the Bonds.

Attorney's shall be paid a fee of one tenth of one percent (0.10%) of the principal amount of the Bonds for such service as Special Issuer's Counsel, inclusive of expenses ("Bond Fee). The Bond Fee shall be paid when and if the Bonds are sold and delivered, with the payment of the Bond Fee to Attorneys contingent on sale and delivery of the Bonds. If the Bonds are not sold and delivered, the Bond Fee will not be paid to Attorneys.

The Bond Fee shall be in addition to the Hourly Rate Fees paid to Attorneys provided for by Section II-A of this Agreement for services performed by Attorneys prior to January 1, 2018 and after the Bonds are sold and delivered.

III. MISCELLANEOUS

Attorneys are independent contractors and not employees of Midwest City.

Fees and expenses to be paid to Attorneys may be paid by the City, the Economic Development Authority or the Municipal Authority as directed by the City Manager or General Manager, respectively, of same.

Legal services performed prior to the effective date of this Agreement may be compensated under this Agreement.

This Agreement shall be effective as to those parties hereto by which it has been approved and executed irrespective of whether all parties have approved and executed the Agreement.

IV. TERMINATION

This Agreement may be terminated upon ten (10) days' notice by either Midwest City or Attorneys, provided that Midwest City shall compensate Attorneys for professional services and expenses provided by Attorneys to the date of termination.

IN WITNESS WHEREOF, the parties have hereunto set their hands below and agree to all contained in this Agreement effective February 13, 2018.

CITY OF MIDWEST CITY, OKLAHOMA,
a municipal corporation

Mayor

ATTEST:

City Clerk

MIDWEST CITY MUNICIPAL AUTHORITY,
a public trust

Chairman

ATTEST:

Secretary

MIDWEST CITY ECONOMIC DEVELOPMENT
AUTHORITY, a public trust

Chairman

ATTEST:

Secretary

WILLIAMS, BOX, FORSHEE & BULLARD, P.C.

By _____
John Michael Williams, President



Parks & Recreation Department
Fran Gilles, Manager
fgilles@midwestcityok.org
100 N. Midwest Blvd.
Midwest City, Oklahoma 73110
O: 405-739-1291/Fax: 405-869-8603

Memorandum

To: Honorable Chairman and Trustees

From: Fran Gilles, Parks and Recreation Manager

Date: February 27, 2018

Subject: Discussion and consideration of approving and entering into a Facility Lease Contract with the Midwest City Branch YMCA for the use of Marion Reed Baseball Complex and Civic Park. The Facility Lease Contract is a five (5) year agreement from March 1, 2018 through February 28, 2023.

The City of Midwest City enters into a five (5) year lease agreement with the Midwest City Branch YMCA for the use of Marion Reed Baseball Complex and Civic Park. The contract is from March 1, 2018 through February 28, 2023. The Midwest City Park Board will review the contract at the February 21, 2018 meeting. Staff recommends approval of this contract.

Action is at the discretion of the Council.

Fran Gilles
Parks & Recreation Manager

FACILITY LEASE CONTRACT

City of Midwest City Parks and Recreation Department

This contract is made this _____ day of _____, 2018, by and between the YMCA of Greater Oklahoma City through its Midwest City Branch (hereinafter Sponsor) and the Midwest City Municipal Authority, a public trust, (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 agrees to allow Sponsor to conduct the following activities at the listed locations:
 - Baseball Program - Civic Park and Marion Reed Baseball Complex
 - Concession Operation - Civic Park and Marion Reed Baseball Complex
 - Gate Collection - Civic Park and Marion Reed Baseball Complex

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

- Concession/storage buildings and ball fields at Civic Park and Marion Reed Baseball Complex (collectively, the facilities).
2. Owner agrees to lease the facilities for a term commencing on the 1st day of March, 2018, and ending on the 28th day of February, 2023.
 3. If Sponsor's organization dissolves, then the transfer of assets to the Owner will be limited to those acquired for the express purpose of operation of this program. If Sponsor decides to terminate this contract, then after all outstanding liabilities on any improvements, maintenance or program costs have been satisfied, Sponsor and Owner will divide equally all remaining assets which Owner will then use solely for the benefit of a youth baseball program in Midwest City.
 4. Sponsor agrees not to conduct any activities other than those authorized by paragraph 1 of this contract without prior written approval of Owner.
 5. Sponsor agrees to furnish Owner with an annual statement of income and expenses and balance sheet. The annual statement of income and expenses and balance sheet must be in accordance to the City of Midwest City Finance Director's standards. 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.
 6. Sponsor agrees to establish a cash management system that will assure the accuracy of all monies being received, including gate, concession, etc.
 7. Sponsor agrees to utilize the facilities only for their intended purposes and in accordance with provisions of this contract and the services contract between the City of Midwest City and the Greater YMCA of Oklahoma.
 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 facilities. Any structure affixed by Sponsor to the facilities shall be deemed a fixture and become a part of Owner's property.
10. Sponsor agrees that all improvements will comply with applicable 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 contract 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 it is deposited in a 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 \$1,000,000.00) 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 the facilities by Sponsor. Sponsor must furnish Owner with a Certificate of Insurance, listing Owner as an additional insured, that covers the dates and terms of this contract. Certificate is due prior to the effective date of this Contract and subsequent renewal dates. Failure of the Sponsor to keep the required insurance policies in force and effect during the seasons described in this Agreement and during any extension hereof, shall constitute a breach of this Agreement, and shall automatically make this Agreement null and void without further action of the Owner, and with no notice to the Sponsor being required effective the date of expiration or termination of the insurance.
14. The Sponsor will require any subcontractors it may engage to maintain, at all times, while performing work on the premises, the insurance as set forth above, naming the Owner as additional insured.
15. Sponsor expressly agrees that all of its agents, servants, employees, ballplayers 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 the facilities, whether or not such activity is expressly provided for in this contract.

16. Sponsor agrees not to discriminate against anyone based on race, color, creed, national origin, 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.
17. 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 Sponsor's agents, servants, employees or other persons Sponsor invited to participate in Sponsor's activities.
18. If for any reason Sponsor is unable to conduct the activities at the facilities, then this lease will be voided.
19. 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 the lease of 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.
20. Sponsor will comply with all federal and state laws pertaining to payment of any taxes owed and/or employment for its operation of Civic Park and Marion Reed Baseball Complex.
21. This contract shall become effective on the 1st day of March, 2018, and shall continue in force and effect until midnight on the 28th day of June, 2023.

Agreed to and witnessed on this ____ day of _____, 2018.

ATTEST:

MATTHEW D. DUKES II
CHAIRMAN
CITY OF MIDWEST CITY, OKLAHOMA
OKLAHOMA CITY

STEPHANIE WILSON

YMCA OF GREATER

ATTEST:

SARA HANCOCK
SECRETARY
CITY OF MIDWEST CITY, OKLAHOMA
OKLAHOMA

PHILIP W. ANDERSON
COUNSEL FOR AUTHORITY
CITY OF MIDWEST CITY,

APPROVED as to form and legality this ____ day of February, 2018.



NEW BUSINESS/
PUBLIC DISCUSSION





MEMORIAL HOSPITAL
AUTHORITY AGENDA



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

February 27, 2018 - 7:02 PM

To make a special assistance request, call 739-1215 or email 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.

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of February 13, 2018, as submitted. (Secretary - S. Hancock)

2. Discussion and consideration of taking action on 1) the following Midwest City Memorial Hospital Authority Trust Board of Grantors' grant application recommendations:

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

and 2) authorizing distribution of the approved grant awards not to exceed \$450,000.00 for the 2017-18 fiscal year. (City Manager - G. Henson)

3. 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)

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

Midwest City Memorial Hospital Authority Staff Briefing Minutes

February 13, 2018 – 6:00 PM

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

Chairman Matt Dukes called the meeting to order at 6:38 PM with the following members present: Trustees Susan Eads, Rick Dawkins, Sean Reed, and Jeff Moore; and Secretary Sara Hancock. Absent: Pat Byrne and Christine Allen.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for February 13, 2018.

The Trustees and Staff discussed individual agenda items.

Chairman Dukes adjourned the meeting at 6:41 PM.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

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

Midwest City Memorial Hospital Authority Minutes

February 13, 2018 – 7:02 PM

This meeting was held in the Midwest City Council Chambers at City Hall, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 8:20 PM with the following members present: Trustees: Susan Eads, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Pat Byrne.

Discussion Items.

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meeting of January 23, 2018; and the special meeting of January 30, 2018, as submitted.** Dawkins made a motion to approve the minutes, as submitted, seconded by Eads. Voting aye: Eads, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Byrne. Motion carried.
2. **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.
3. **Discussion and consideration of approving the Fifth Amendment to the Sooner Rose Phase II – Theatre Development Financing Assistance Agreement with MWC Warren Theatre, Inc.** Robert Coleman, Economic Development Director, spoke with the Council. Eads made a motion to approve the Amendment, as submitted, seconded by Allen. Voting aye: Eads, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Byrne. Motion carried.

New Business/Public Discussion. There was no new business or public discussion.

Executive Session.

1. **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.** Dawkins made a motion to enter into executive session, seconded by Allen. Voting aye: Eads, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Byrne. Motion carried. The Trustees went into executive session at 8:35 PM.

Reed made a motion to exit executive session and return to open session, seconded by Allen. The Trustees returned to open session at 9:35 PM. Allen made a motion to approve items as discussed in executive session, seconded by Reed. Voting aye: Eads, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Byrne. Motion carried.

Adjournment. There being no further business, Chairman Dukes adjourned the meeting at 9:36 PM.

ATTEST:

MATTHEW D. DUKES, II, 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

MEMORANDUM

To: Honorable Chairman and Trustees
From: J. Guy Henson, Secretary
Date: February 27, 2018
Subject: Discussion and consideration of taking action on 1) the following Midwest City Memorial Hospital Authority Trust Board of Grantors' grant application recommendations:

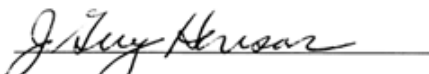
- MWC Fire - Gas ID Analyzer for \$61,000, Gas Monitors for \$14,400, Triage Kits for \$12,808.44 and Child Passenger Safety Restraints for \$2,030.25;
- MWC High School - B-1 Technology for \$90,444.60;
- MWC Grant Dept. - Dana Brown Cooper Head Start for \$4,100;
- MWC Public Works - Excavation Safety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

and 2) authorizing distribution of the approved grant awards not to exceed \$450,000.00 for the 2017-18 fiscal year. (City Manager - G. Henson)

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

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

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


J. Guy Henson, General Manager/Administrator

2017-18 Grant Submissions

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

2017-18 Grant Submissions

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

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

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

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

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

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

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

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

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

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

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

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

* Joyce Jackson arrived at 5:51 PM.

Discussion Items.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

SHERRY BEAIRD, Chairman

DARA MCGLAMERY, Secretary/Treasurer



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

MEMORANDUM

To: Honorable Chairman and Trustees

From: Sara Hancock, Secretary

Date: February 27, 2018

Subject: Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

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



NEW BUSINESS/
PUBLIC DISCUSSION





SPECIAL
ECONOMIC DEVELOPMENT
AUTHORITY AGENDA



MIDWEST CITY SPECIAL ECONOMIC DEVELOPMENT AUTHORITY AGENDA

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

February 27, 2018 - 7:03 PM

To make a special assistance request, call 739-1215 or email 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.

- 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 staff briefing and special meeting of February 13, 2018, as submitted. (Secretary - S. Hancock)
 - 2. Discussion and consideration of approval of Legal Services Agreement with Williams, Box, Forshee & Bullard, P.C., and authorizing the Mayor/Chairman to execute the Legal Services Agreement and other related documents and agreements. (City Manager - G. Henson)
- C. New Business/Public Discussion.
- D. Adjournment.



CONSENT AGENDA



A notice for this special Midwest City Economic Development Authority meeting was filed with the City Clerk of Midwest City 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Economic Development Authority Staff Briefing Special Meeting Minutes

February 13, 2018 – 6:00 PM

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

Chairman Matt Dukes called the meeting to order at 6:36 PM with the following members present: Trustees: Susan Eads, Rick Dawkins, Sean Reed, and Jeff Moore; and Secretary Sara Hancock. Absent: Pat Byrne and Christine Allen.

Discussion Items.

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

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

There being no further business, Chairman Dukes adjourned the meeting at 6:38 PM.

ATTEST:

MATTHEW D. DUKES, II, CHAIRMAN

SARA HANCOCK, SECRETARY

A notice for this special Midwest City Economic Development Authority meeting was filed with the City Clerk of Midwest City 48 hours prior to the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall and on the Midwest City website (www.midwestcityok.org).

Midwest City Economic Development Authority Special Meeting Minutes

February 13, 2018 – 7:03 PM

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

Chairman Matt Dukes called the meeting to order at 8:18 PM with the following members present: Trustees: Susan Eads, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Pat Byrne.

Discussion Items.

1. **Discussion and consideration of approving the minutes of the special meeting of February 6, 2018; as submitted.** Dawkins made a motion to approve the minutes, as submitted, seconded by Allen. Voting aye: Eads, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Byrne. Abstain: none. Motion Carried.
2. **Discussion and consideration of 1) a resolution approving the loan documents and other agreements as may be necessary or required associated with the loan by the Midwest City Economic Development Authority to Sooner Town Center, L. L. C. and STC III, LLC, related to the Town Center Plaza Project; and 2) authorizing the Chairman of the Midwest City Economic Development Authority to finalize and execute such loan documents; and containing other provisions relating thereto.** Dawkins made a motion to adopt Resolution EDA 2018-03 and to authorize the Chairman to execute the loan documents, seconded by Eads. Voting aye: Eads, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Byrne. Abstain: none. Motion Carried.

Adjournment.

There being no further business, Chairman Dukes adjourned the meeting at 8:20 PM.

ATTEST:

MATTHEW D. DUKES, II, CHAIRMAN

SARA HANCOCK, SECRETARY



City Attorney
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Midwest City, OK 73110
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Office: 405.739.1203/Fax: 405.739.1208
www.midwestcityok.org

MEMORANDUM

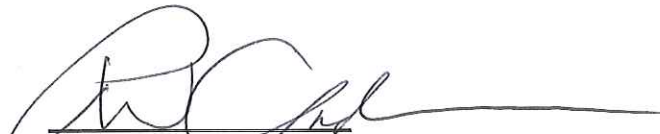
TO: Honorable Chairman and Economic Development Authority Trustees

FROM: Philip W. Anderson, City Attorney

DATE: February 27, 2018

SUBJECT: Discussion and consideration of accepting the Legal Services by and between Williams, Box, Forshee & Bullard, P.C. and the City of Midwest City, Oklahoma, a municipal corporation, the Midwest City Municipal Authority, a public trust, and the Midwest City Economic Development Authority, a public trust for services related to the Bond for refinancing of the Town Center Project.

-
- A. Services provided on an hourly rate basis, for legal services performed prior to January 1, 2018, and if requested, will be performed after the current bond issue closes in late February, which have included the attempted Wells Fargo loan, the \$2M Municipal Authority loan used to pay 4086 and creation of the MWCEDA.
 - B. Services provided on a flat fee basis, contingent on sale and delivery of bonds, for legal services including issuance of opinions as Issuer's Counsel in connection with the now pending MWCEDA bond issue.



Philip W. Anderson,
City Attorney

CONTRACT FOR LEGAL SERVICES

This Contract for Legal Services (“Agreement”) is entered into by and between Williams, Box, Forshee & Bullard, P.C., having an address of 522 Colcord Drive, Oklahoma City, Oklahoma 73102 (“Attorneys”), and the City of Midwest City, Oklahoma, a municipal corporation, (“City”) the Midwest City Municipal Authority, a public trust, (“Municipal Authority”) and the Midwest City Economic Development Authority, a public trust, (the “Economic Development Authority”), each having an address of 100 N. Midwest Blvd, Midwest City, Oklahoma 73110 (collectively, “Midwest City”).

WITNESSETH:

In consideration of the mutual covenants and agreements hereinafter set forth, Midwest City and Attorneys agree as follows:

I. PROFESSIONAL SERVICES

Attorneys agree to provide legal services to the City, the Municipal Authority and the Economic Development Authority as requested by the respective City Manager, General Manager or City Attorney thereof, (each of which shall be a “Midwest City Representative”); provided however, Midwest City shall not be obligated to request legal services under this Agreement.

II. FEES AND EXPENSES

A. Services provided on an hourly rate basis.

Hourly rate basis fees for legal services. To the extent that Attorneys perform legal services hereunder on an hourly rate basis, Midwest City shall compensate Attorneys for such services at maximum hourly rates not to exceed \$300.00 per hour for the services of John Michael Williams, \$250.00 per hour for other lawyers and \$95.00 per hour for legal assistants, with billing statements to be rendered by Attorneys in accordance with then current billing policies of Attorneys (“Hourly Rate Fees”).

Expenses. In addition to the foregoing Hourly Rate Fees, Attorneys will be paid by Midwest City for reasonable expenses incurred by Attorneys in performing its services for Midwest City, including long distance telephone and other communication costs, the costs of binding and reproduction, computer legal research and database research, courier and shipping, extraordinary postage, filing fees, court costs and service of process, exhibits, expert witnesses, consultants, other lawyers, real estate and other title services, court reporting, publication and other similar items, provided however, any single item of expense in excess of \$500.00 shall be approved by a Midwest City Representative; and, those additional items of expense benefitting Midwest City as requested by a Midwest City Representative

Attorneys shall not receive compensation under this Section II-A for work performed beginning January 1, 2018 through the date of sale and delivery of the Bonds described below. During this time, Attorneys shall be compensated under Section II-B by the Bond Fee for service as Special Issuer’s Counsel.

B. Services provided on a flat fee basis, contingent on sale and delivery of bonds.

The Economic Development Authority intends to or has issued its Economic Development Revenue Bonds (Town Center Plaza Project), Taxable Refunding Series 2018 ("Bonds"), supported by a Replenishment Agreement by which the Municipal Authority agrees to replenish the Debt Service Reserve Fund for the Bonds to the Debt Service Reserve Requirement at such times as may be necessary pursuant to and as defined by the Indenture for the Bonds, and with respect thereto, Attorneys shall serve as Special Issuer's Counsel to the Economic Development Authority and the Municipal Authority, and shall issue Special Issuer's Counsel Opinions as necessary to facilitate sale and delivery of the Bonds.

Attorney's shall be paid a fee of one tenth of one percent (0.10%) of the principal amount of the Bonds for such service as Special Issuer's Counsel, inclusive of expenses ("Bond Fee). The Bond Fee shall be paid when and if the Bonds are sold and delivered, with the payment of the Bond Fee to Attorneys contingent on sale and delivery of the Bonds. If the Bonds are not sold and delivered, the Bond Fee will not be paid to Attorneys.

The Bond Fee shall be in addition to the Hourly Rate Fees paid to Attorneys provided for by Section II-A of this Agreement for services performed by Attorneys prior to January 1, 2018 and after the Bonds are sold and delivered.

III. MISCELLANEOUS

Attorneys are independent contractors and not employees of Midwest City.

Fees and expenses to be paid to Attorneys may be paid by the City, the Economic Development Authority or the Municipal Authority as directed by the City Manager or General Manager, respectively, of same.

Legal services performed prior to the effective date of this Agreement may be compensated under this Agreement.

This Agreement shall be effective as to those parties hereto by which it has been approved and executed irrespective of whether all parties have approved and executed the Agreement.

IV. TERMINATION

This Agreement may be terminated upon ten (10) days' notice by either Midwest City or Attorneys, provided that Midwest City shall compensate Attorneys for professional services and expenses provided by Attorneys to the date of termination.

IN WITNESS WHEREOF, the parties have hereunto set their hands below and agree to all contained in this Agreement effective February 13, 2018.

CITY OF MIDWEST CITY, OKLAHOMA,
a municipal corporation

Mayor

ATTEST:

City Clerk

MIDWEST CITY MUNICIPAL AUTHORITY,
a public trust

Chairman

ATTEST:

Secretary

MIDWEST CITY ECONOMIC DEVELOPMENT
AUTHORITY, a public trust

Chairman

ATTEST:

Secretary

WILLIAMS, BOX, FORSHEE & BULLARD, P.C.

By _____
John Michael Williams, President



NEW BUSINESS/
PUBLIC DISCUSSION

