

MIDWEST CITY

Where the Spirit Flies High

MIDWEST CITY
MEETING AGENDAS FOR
November 14, 2017

STAFF BRIEFING

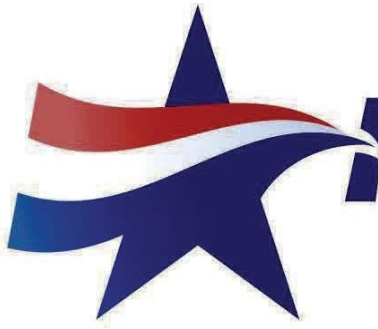
City Hall - Midwest City Council Conference Room, 100 N. Midwest Boulevard, second floor

November 14, 2017 – 6:00 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.

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the City Council, Municipal Authority, and Hospital Authority for November 14, 2017.



MIDWEST CITY

Where the Spirit Flies High

CITY COUNCIL AGENDA

MIDWEST CITY, OK



ANNIVERSARY

EST 1942



MIDWEST CITY COUNCIL AGENDA

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

November 14, 2017 – 7:00 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. OPENING BUSINESS.

- Invocation by Vaughn Sullivan
- Pledge of Allegiance by ROTC Cadets William Jones and Timothy Blankenship
- Community related announcements and comments
- Small Business Saturday, November 25, 2018 Proclamation
- Retiree Linda Rooney Proclamation for 51 years of service to Midwest City

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 regular order.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of October 24, 2017; and the special meeting of October 31, 2017, both as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: Risk Fund, expenses/Risk Insurance (29) \$1,898,000. Capital Improvement Fund, expenses/Capital Improvements (57) \$3,450. Impound Fees Fund, expenses/Police (62) \$15,460. Grants/Housing Activities Fund, revenue/Intergovernmental (37) \$200,000; expenses/Housing (37) \$200,000. (Finance - C. Barron)
3. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan. (Human Resources - C. Wilson)
4. Discussion and consideration of awarding a bid to EMC Services LLC in the amount of \$193,218 for the construction of (8) bus stop shelters along EMBARK Route 15 in Midwest City. (Grant Management – T. Craft)
5. Discussion and consideration of accepting a State and Local Assistance Performance Grant from and entering into an Agreement for the Sub-Grant of Emergency Management Performance Grant Program Funds with The State of Oklahoma Department of Emergency Management (OEM) in the amount of \$15,000 effective October 1, 2017 to encourage the development of comprehensive disaster preparedness and assistance plans, programs, capabilities, and organizations by Tribal, State and Political Subdivisions. (Emergency Management - M. Bower)

6. Discussion and consideration to approve the purchase of police firearm ammunition for fiscal year 2017-18 with GT Distributors, Inc. of Austin, Texas. GT Distributors, Inc. has the State contract for ammunition for the purchase prices listed: for CCI/Speer 223 Rem. caliber 55 gr. GDSP at \$286.99 per unit; for CCI/Speer 380 auto caliber 90 gr. GDHP at \$414.54 per unit; CCI/Speer 9mm caliber 124 gr. GDHP for \$376.28 per unit; for CCI/Speer 9mm caliber 124 gr. TMJ at \$198.41 per unit; for CCI/Speer 45 auto +P caliber 200 gr. TMJ at \$266.44 per unit; for CCI/Speer 38 Special +P caliber 125 gr. GDHP at \$389.03 per unit; for CCI/Speer 357 SIG caliber 125 gr. TMJ at \$266.44 per unit; for CCI/Speer 40 S&W caliber 165 gr. TMJ at \$238.10 per unit; for CCI/Speer 40 S&W caliber 180 gr. GDHP at \$408.16 per unit; for CCI/Speer 45 auto +P caliber 200 gr. GDHP at \$471.94 per unit; for CCI/Speer 357 SIG caliber 125 gr. GDHP at \$408.16 per unit; for Federal 223 Rem caliber 55 gr. FMJBT at \$158.73 per unit; for Federal 308 Win caliber 168 gr. SMK BTHP at \$165.81 per unit; for Federal Tactical Buckshot 12 gauge caliber 00 Buck at \$127.55 per unit; and for Federal Tactical Rifled Slugs 12 gauge caliber 1 oz. ball slug at \$140.30 per unit. (Police - B. Clabes)
7. Discussion and consideration of accepting the bid from Berk-Cohen Associates at Fairfax, LLC in the amount of \$3,100.00, for the purchase of a small parcel of real estate located within the corporate boundaries of the City of Midwest City generally located at the northwest corner of NE 10th Street and Midwest Boulevard in the eastern boundary of the Fairfax Apartments shown as Public Recreation and Channel Right of Way being more fully described on the Exhibits A & B attached hereto. (Community Development - P. Menefee)
8. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055170662 from the State Department of Environmental Quality for the Verizon Retail Store Sewer Line Extension, Midwest City, Oklahoma. (Community Development - P. Menefee)
9. Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055160959 from the State Department of Environmental Quality for the Sundance Addition Section 5 Waterline Extension, Midwest City, Oklahoma. (Community Development - P. Menefee)
10. Discussion and consideration of awarding the bid to and entering into a contract with MTZ Construction, Inc. in the amount of \$25,647.50 for the Air Depot Boulevard Rail Road Construction Project. (Continued from October 10, 2017 Council meeting.) (Community Development - P. Menefee)
11. Discussion and consideration of approving and entering into engagement letters with Grant Thornton LLP to perform GAAP audits for the calendar year ending December 31, 2016 for 1) Sooner Town Center, LLC and STC Lowe's LLC in an amount not to exceed \$38,000; and 2) Sooner Town Center II, LLC in the amount not to exceed \$25,000; and 3) Sooner Town Center III, LLC in the amount not to exceed \$20,000; and 4) authorizing the City Manager to act on behalf of the City during the audits to provide information, oversee the audit process and make determinations as required. (City Manager - G. Henson)
12. Discussion and consideration of accepting a public sidewalk and utility easement for the South and West 15 feet of Lot 8, Block 6 Amending Plat of Lots 8 and 9, Block 6, Aviation Acres Addition; and the South 15 feet of Lot 7, Block 6, Aviation Acres Addition. (Economic Development - R. Coleman)

D. DISCUSSION ITEMS.

1. (PC – 1920) Public hearing with discussion and consideration of approval of an ordinance redistricting from R-6, Single Family Detached Residential and R-2F, Two Family Attached Residential to a Planned Unit Development (PUD) governed by the R-6, Single Family Detached Residential District, for the property described as a part of the NE/4 of Section 1, T-11-N, R-1-W, located in the 400 block of S. Post Road. This item was continued from the September 26, 2017 City Council meeting. (Community Development - B. Harless)
2. (PC – 1924) Public hearing with discussion and consideration of approval of the Preliminary Plat of Florence Estates for the property described as a part of the NE/4 of Section 1, T-11-N, R-1-W, located in the 400 block of S. Post Road. (Community Development - B. Harless)
3. Discussion and consideration of restricting public vehicular access to Buena Vista Avenue from approximately January 1, 2018, to approximately May 15, 2018, for resurfacing and reconstruction relative to the second phase of the Sooner Rose Shopping Center. (Economic Development - R. Coleman)
4. F kœwukqp"cpf "eqpukf gtcvqp"qh'c'tgs wguv'vq'hwpf "vj g"eqputwvkwqp"qh'c'y cvgt "hpg""gz vgpukqp" """"hgo "Y guvo kpuvgt"tqcf "v"UG04: vj "Utggv'cruqi "Tqghcp"tqcf "cpf "J cpf ""Tqcf "k"vj g'co qwpv" """"qh'&55; .876070
5. Discussion and consideration of passing and approving a resolution and proclamation authorizing the calling and holding of a primary election on February 13, 2018, if necessary, and a general election, if necessary, on April 3, 2018 in all wards of the City of Midwest City, County of Oklahoma, State of Oklahoma, for the purpose of electing Ward 1, 3 and 5 councilmembers and the mayor, an at-large position; enumerating the qualifications for those offices; and establishing the filing period. (City Clerk - S. Hancock)
6. Discussion and consideration of reviewing and/or approving the recommendations made by the Regional Animal Shelter Council Committee members at the special meeting held on October 24, 2017 and take further action if necessary. (Police - B. Clabes)
7. Discussion and consideration of appointing two new members to the Midwest City Tree Board for three-year terms ending on November 10, 2020. (Public Works - V. Sullivan)
8. Discussion and consideration of appointing a new member to the Midwest City Park and Recreation Board for a three-year term ending on November 10, 2020. (Public Works - V. Sullivan)
9. Discussion and consideration of reporting on the status, condition, progress or recommendations concerning the latest evaluation of Heritage Park Mall located at 6801 East Reno. (City Attorney - P. Anderson)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. EXECUTIVE SESSION.

1. Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss *Ahemd Bahareini, et al v. City of Midwest City*, Case Nos. C4044581; C404582; C404583; C404584; C404585; C404586; C404587; C404588; C404589; C404590; C404592; C523472; and C526625.

H. 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

October 24, 2017 – 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 6:21 PM with the following members present: Councilmembers Pat Byrne, Susan Eads, Rick Dawkins, Sean Reed, and Christine Allen; and City Clerk Sara Hancock. Absent: Jeff Moore.

DISCUSSION.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for October 24, 2017.

Staff made community-related announcements and discussed individual agenda items with the Councilmembers.

Mayor Dukes adjourned the meeting at 6:56 PM.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

A notice for regular meetings 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 Council Minutes

October 24, 2017 – 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 7:05 PM with the following members present: Councilmembers *Susan Eads, Pat Byrne, Rick Dawkins, *Sean Reed, and Christine Allen; and City Clerk Sara Hancock. Absent: Jeff Moore.

Opening Business. Public Works Director, Vaughn Sullivan opened with the invocation, followed by the Pledge of Allegiance led by ROTC Cadets Preston Benefee and Dakota Filibeck, Staff and Council made community-related announcements.

*Councilmember Eads left the meeting at 7:10 and returned at 7:11 PM.

Consent Agenda. Dawkins made a motion to strike item 6 and pull item 13 and approve the remaining consent agenda, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Jeff Moore. Motion carried.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of October 10, 2017, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: Downtown Redevelopment Fund, expenses/29th Street (92) \$50,000. Grants Fund, revenue/Intergovernmental (62) \$45,000; revenue/Transfers In (62) \$3,443; expenses/Police (62) \$48,443. Police Impound Fees Fund, expenses/Transfers Out (62) \$3,443. Emergency Operations Fund, expenses/Emergency Operations (21) \$12,000.
3. Discussion and consideration of accepting the City Manager's Report for the month of September 2017.
4. Discussion and consideration of 1) approval of and entering into the Oklahoma Housing Finance Agency (OHFA) Home Investment Partnerships Program (HOME) grant contract to receive \$200,000 for down payment and closing cost assistance in Midwest City and agreeing to provide \$50,000 in banked matching funds; 2) authorization of the Mayor and City Manager to enter into the necessary contracts and certifications to implement all aspects of the grant.
5. Discussion and consideration of approving and entering into a contract with VistaCOM in the amount of \$24,385.04 for the purchase and installation of a 911 recorder.
6. **Discussion and consideration of entering into a contract for fiscal year 2017-2018 with Simplex Grinnell in the amount of \$19,835.56 for required scheduled inspections for those buildings within the city requiring such services per code. Item struck.**

7. Discussion and consideration of approval of federal aid programming Resolution 2017-40 for the following project for inclusion into the FFY 2018-2021 Transportation Improvement Plan: Air Depot Boulevard Resurfacing - SE 15th to Reno.
8. Discussion and consideration of 1) approving and entering into the 2017 Safe Oklahoma Grant Program Contract with the Oklahoma Attorney General's Office to establish the terms and conditions under which the City will receive a law enforcement grant in the amount of \$45,000; and 2) authorizing the mayor and/or city manager to execute such documents and enter into such agreements as are necessary or appropriate to carry out the objectives of the grant.
9. Discussion and consideration of entering into and approving a contract with HR&A for the creation of an Innovation District Plan.
10. Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055170265 from the State Department of Environmental Quality for the Looping Waterline Extension Project (S.E. 10th Street and Meade Drive), Midwest City, Oklahoma.
11. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055170633 from the State Department of Environmental Quality for the Sooner Rose Addition Phase II Sewer Line Extension, Midwest City, Oklahoma.
12. Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055170632 from the State Department of Environmental Quality for the Sooner Rose Addition Phase II Water Line Extension, Midwest City, Oklahoma.
13. Discussion and consideration of accepting maintenance bonds from Phaze Concrete Inc. in the amount of \$9,517.00 and \$28,000.00, respectively.
14. **Discussion and consideration of entering into and approving a contract with Jeff Johnson of Real Property Construction for redevelopment of City-owned lots in Original Mile Neighborhood.** Eads made a motion to approve the contract, as updated per discussion, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Jeff Moore. Motion carried.
15. Discussion and consideration of entering into and approving a Master Services Agreement for Professional Engineering Services with Garver and Associates at following negotiated hourly rates.
16. Discussion and consideration of entering into and approving a second amendment to the Agreement for Professional Engineering Services with Garver, LLC in the amount of \$43,800 for the preparation of engineered construction plans for the relocation of the City's existing waterlines located at Sooner Road and Interstate 40.
17. Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Guy Engineering Services, Inc. in the amount of \$28,820 for the preparation of engineered construction plans for a new pedestrian bridge and bridge rail repairs for the Reno Avenue Soldier Creek crossing.

18. Discussion and consideration of approval of federal aid programming Resolution 2017-48 for the following project for inclusion into the FFY 2017-2020 Transportation Improvement Plan: New Signals-Orchard/Douglas and Air Depot/Rail with Trail.
19. Discussion and consideration of approval of federal aid programming Resolution 2017-47 for the following project for inclusion into the FFY 2019-2022 Transportation Improvement Plan: Striping City-Wide (various locations).
20. Discussion and consideration of awarding the bid to and entering into a contract with Cedar Creek Engineering in the amount of \$3,450.00 for a Caldwell Drive corridor survey.

Discussion Items.

1. **Discussion and consideration of a presentation by Antonia Jennings, Crutch Community Foundation Chairperson, concerning Crutch School District's (the District) desire to build a new school near the northeast corner of NE 10th and Air Depot.** No action needed.
2. **(CA-77) Discussion and consideration of an appeal by Marc Swanson of Black Bear Diner to Section 9-386 of the Sign Ordinance which only allows one (1) freestanding sign per frontage.** Tom Parker, 12017 NW 138th, Piedmont, OK, spoke to the Council. Eads made a motion to approve the appeal, as submitted, seconded by Dawkins. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Jeff Moore. Motion carried.
3. **(PC – 1920) Public hearing with discussion and consideration of approval of an ordinance redistricting from R-6, Single Family Detached Residential and R-2F, Two Family Attached Residential to a Planned Unit Development (PUD) governed by the R-6, Single Family Detached Residential District, for the property described as a part of the NE/4 of Section 1, T 11-N, R-1-W, located in the 400 block of S. Post Road. This item was continued from the September 26, 2017 City Council meeting.** Derek Jackson, 5350 S Western Ave, Suite 220, spoke with the Council. Eads made a motion to table this item until the November 14, 2017 Council meeting, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Jeff Moore. Motion carried.
4. **(PC – 1924) Public hearing with discussion and consideration of approval of the Preliminary Plat of Florence Estates for the property described as a part of the NE/4 of Section 1, T-11-N, R-1-W, located in the 400 block of S. Post Road.** Eads made a motion to table this item until the November 14, 2017 Council meeting, seconded by Dawkins. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Jeff Moore. Motion carried.
5. **(PC – 1921) Public hearing with discussion and consideration of approval of an ordinance to rezone from R-6, Single Family Detached Residential to R-2F, Two Family Attached Residential and a resolution to amend the Comprehensive Plan from LDR, Low Density Residential to MDR, Medium Density Residential for the property described as Lot 1, Block 4 of the Traub Addition, addressed as 702 Foster Place.** David Unklesbay, 702 Foster Pl., spoke with Council. Eads made a motion to approve Ordinance 3321 and Resolution 2017-42, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Jeff Moore. Motion carried.

6. **(PC-1922) Public hearing with discussion and consideration of an ordinance to redistrict from C-3, Community Commercial, to SPUD, Simplified Planned Unit Development governed by the C-3, Community Commercial for the property described as Block 4 of the Kuhlman Addition and addressed as 6825 SE 29th Street.** Jeff Johnson, NE 3rd, OKC, spoke with the Council. Eads made a motion to approve Ordinance 3322, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Jeff Moore. Motion carried.
7. **(PC – 1923) Public hearing with discussion and consideration of approval of an ordinance redistricting from Planned Unit Development (PUD) governed by the Medium Density Residential district to a Planned Unit Development (PUD) governed by the R-6, Single Family Detached Residential District and a resolution to amend the Comprehensive Plan from MDR, Medium Density Residential to LDR, Low Density Residential, for the property described as a part of the NE/4 of Section 1, T-11-N, R-2-W, located on the west side of Meade Drive.** Judy Amico, 1314 Catalpa Ln., Barbara Pattillo, 9780 River Birch, and Fred Quinn, 9012 N. Timber Ridge, spoke with the Council.

The Mayor recessed the meeting at 8:05 PM and returned to the meeting at 8:13 PM.

After further discussion, Byrne made a motion to approve Ordinance 3323 and Resolution 2017-43, seconded by Dawkins. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Jeff Moore. Motion carried.

8. **(PC – 1925) Public hearing with discussion and consideration of approval of a resolution to amend a portion of the Comprehensive Plan from LDR, Low Density Residential to OR, Office/Retail and an ordinance to redistrict from R-6, Single Family Detached Residential, C-3, Community Commercial and R-HD, High Density Residential to Planned Unit Development (PUD) governed by the C-3, Community Commercial District for the property described as a tract of land lying in the SW/4 of Section 4, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.** Dawkins made a motion to approve Resolution 2017-44 and Ordinance 3324, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Jeff Moore. Motion carried.
9. **(PC – 1926) Public hearing with discussion and consideration of approval an ordinance to redistrict from R-6, Single Family Detached Residential to Planned Unit Development (PUD) governed by the C-3, Community Commercial District for the property described as a tract of land lying in the SW/4 of Section 4, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.** Dawkins made a motion to approve Ordinance 3325, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Jeff Moore. Motion carried.
10. **(PC-1927) Public hearing with discussion and consideration of approval of the Sooner Rose Warren Addition Final Plat for the property described as a tract of land lying in the SW/4 of section 4, T-11-N, R-2-W, of the Indian Meridian, located on the northwest corner of SE 15th Street and Buena Vista Avenue, City of Midwest City, Oklahoma County, Oklahoma.** Dawkins made a motion to approve the final plat, seconded by Byrne. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Jeff Moore. Motion carried.

11. **Discussion and consider and approve a resolution stating the intention of the City Council (i) to cause creation of a new Public Trust, the beneficiary of which shall be the City of Midwest City, Oklahoma (“City”), to be called the Midwest City Economic Development Authority or such other name selected by the City Council (The “Economic Development Authority”), and (ii) to transfer to the Economic Development Authority real property owned by the City associated with the Town Center; and, directing the City Manager to take actions to effectuate the foregoing.** Dawkins made a motion to approve Resolution 2017-45, as submitted, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Jeff Moore. Motion carried.

12. **Discussion and consideration of approval of a resolution of the City Council of the City of Midwest City, Oklahoma authorizing the incurrence of indebtedness by the Midwest City Memorial Hospital Authority issuing its revenue bonds, Series 2018 (Taxable) (Town Center Project)” (“Bonds”); waiving competitive bidding on the sale of the Bonds and authorizing the Bonds to be sold at a discount by negotiated sale within the limits provided by Title 60, Oklahoma Statutes, Section 176; authorizing assignment to another public trust; authorizing officers to take additional actions relating to the Bonds; other matters relating thereto.** John Williams, 522 Colcord Dr., OKC, spoke with the Council. After discussion, the Mayor recessed this item at 8:43 PM.

New Business/Public Discussion. The following people spoke to the Council: Teresa Scott, 11290 Rofan Rd.; Aaron Dossey, 2211 Windsong; and Glenn Goldschlager, 1409 Evergreen circle.

*Councilmember Reed left the meeting at 8:49 PM and returned at 8:52 PM.

Discussion Item continued.

12. Continued.
Mr. Williams addressed the Council again and read the revised resolution language, per the Council’s request. After discussion, Byrne made a motion to approve Resolution 2017-46, as amended, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Jeff Moore. Motion carried.

Executive Session.

1. **Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Archie Huston Workers Compensation Case No. MWC15-723, and (2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.** Eads made a motion to go into executive session, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Jeff Moore. Motion carried. The Councilmembers went into executive session at 8:56 PM.

Chairman Dukes called the meeting back into open session at 9:05 PM. Dawkins made a motion to proceed as discussed in executive session, seconded by Allen. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.

2. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3) and (c)(10), on the advice of the Municipal Counselor, to receive confidential communications from development counsel concerning the proposed refinancing terms with respect to the Town Center Shopping Center Project and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session. No executive session was needed.**

Adjournment.

There being no further business, Mayor Dukes adjourned the meeting at 9:06 PM.

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

A notice for this Special meeting of the Midwest City Council was filed with the City Clerk of Midwest City at least 48 hours in advance of the meeting. Public notice of this agenda was accessible at least 24 hours before this meeting at City Hall.

MIDWEST CITY COUNCIL SPECIAL MEETING MINUTES
FOR EARTH, WIND, AND FIRE STATE-WIDE EMERGENCY EXERCISE

October 31, 2017 – 8:30 AM

This meeting was held in the Midwest City Basement Training Room at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma.

Mayor Matt Dukes, Councilmembers: Christine Allen and Jeff Moore were present; along with City Clerk Sara Hancock. Councilmembers: Pat Byrne, Susan Eads, Rick Dawkins, and Sean Reed were absent.

There being no quorum, no meeting was held.

EXECUTIVE SESSION.

- 1. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307 (B)(9)(e)(6), regarding business continuity and disaster planning, or response plans during the State-wide Earth, Wind, and Fire Emergency Exercise; and 2) in open session, authorizing the City Manager to take action as appropriate based on the discussion in executive session.**

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: November 14, 2017

Subject: Discussion and consideration of supplemental budget adjustments to the following fund for FY 2017-2018, increase: Risk Fund, expenses/Risk Insurance (29) \$1,898,000. Capital Improvement Fund, expenses/Capital Improvements (57) \$3,450. Impound Fees Fund, expenses/Police (62) \$15,460. Grants/Housing Activities Fund, revenue/Intergovernmental (37) \$200,000; expenses/Housing (37) \$200,000.

The first supplement is needed to budget prior years' case reserves per actuarial report. The second supplement is needed to budget corridor survey of Caldwell Drive. The third supplement is needed to budget purchase of new camera system for jail. The fourth supplement is needed to budget Home Investment Partnership Grant from Oklahoma Housing Finance Agency.

Christy Barron
Finance Director

SUPPLEMENTS
November 14, 2017

Fund RISK (202)		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>
29	Risk Insurance			1,898,000	
		<u>0</u>	<u>0</u>	<u>1,898,000</u>	<u>0</u>

Explanation:
Budget prior years' case reserves according to actuarial report: worker's comp \$1,408,000, general liability \$490,000. Funding to come from fund balance.

Fund CAPITAL IMPROVEMENTS (157)		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>
57	Capital Improvements			3,450	
		<u>0</u>	<u>0</u>	<u>3,450</u>	<u>0</u>

Explanation:
Budget Caldwell Drive corridor survey approved by Council on 10/24/17 meeting. Funding to come from fund balance.

Fund IMPOUND FEES (037)		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>
62	Police			15,460	
		<u>0</u>	<u>0</u>	<u>15,460</u>	<u>0</u>

Explanation:
To budget purchase of new camera system for jail. Funding to come from fund balance.

Fund GRANTS/HOUSING ACTIVITIES (142)		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>
37	Intergovernmental	200,000			
37	Housing			200,000	
		<u>200,000</u>	<u>0</u>	<u>200,000</u>	<u>0</u>

Explanation:
To budget 2017 Home Investment Partnership Grant from Oklahom Housing Finance Agency.



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

Memorandum

TO: Honorable Mayor and Council

FROM: Catherine Wilson, Human Resources Director

DATE: November 14, 2017

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

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of September 2017 which is the third (3) period of FY 2017/18.

This is a staff update

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

Catherine Wilson, Human Resources Director

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

Sept. 3/FY 2018:\$2,009,094
 Sept. 3/FY 2017 \$1,834,367
 Sept. 3/FY 2016 \$1,889,039
 Sept. 3/FY 2015 \$1,569,052

SEPT. AND MARCH HAVE 3 PAYROLLS

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



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

TO: Honorable Mayor and Council

FROM: Terri L. Craft, Grants Manager

DATE: November 14, 2017

SUBJECT: Discussion and consideration of awarding a bid to EMC Services LLC in the amount of \$193,218 for the construction of (8) bus stop shelters along EMBARK Route 15 in Midwest City.

On Thursday, October 26, 2017 at 2:00 p.m., bids were opened for the construction of (8) bus stop shelters and an add-alternate for (2) additional locations. Bids were submitted by EMC Services LLC, Rudy Construction Co., and Tri-City Seal Co., Inc. EMC Services LLC submitted the lowest and best bid with a base bid of \$193,218.00, add-alternate amount of \$42,836.00 for a total bid of \$236,054.00. Staff is recommending award of the base bid only.

The base bid reflects construction and ADA site work at (8) existing bus stops along Route 15. Shelters are 5' x 10 with incorporated bench, map case, ad box, solar lighting and trash receptacle.

Funds are available through the Street Tax Fund. Staff recommends approval.

A handwritten signature in black ink that reads "Terri L. Craft". The signature is written in a cursive, flowing style.

Terri L. Craft
Grants Manager

Bid Tab - Bus Shelter Project, October 26th Bid, Midwest City OK

Pay Item	Description	Unit	QTY	Engineer's Estimate		EMC Services LLC		Rudy Construcion Co		Tri-City Seal Co., Inc.	
				Unit Price	Price	Unit Price	Price	Unit Price	Price	Unit Price	Price
1 221(C)2801	Temporary Silt Fence	LF	30	\$ 3.58	\$ 107.40	\$ 10.00	\$ 300.00	\$ 5.00	\$ 150.00	\$ 9.00	\$ 270.00
2 202(H) 0185	Earthwork	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 6,800.00	\$ 6,800.00	\$ 5,000.00	\$ 5,000.00	\$ 16,614.00	\$ 16,614.00
3 230(A)2806	Solid Slab Sodding	SY	107	\$ 3.53	\$ 377.71	\$ 11.00	\$ 1,177.00	\$ 10.00	\$ 1,070.00	\$ 6.00	\$ 642.00
4 415 6300	Concrete Joint Sealing	LF	102	\$ 7.43	\$ 757.86	\$ 9.00	\$ 918.00	\$ 4.00	\$ 408.00	\$ 15.00	\$ 1,530.00
5	Combined Curb & Gutter	LF	6	\$ 18.00	\$ 108.00	\$ 45.00	\$ 270.00	\$ 40.00	\$ 240.00	\$ 251.00	\$ 1,506.00
6 610(A)0602	4" Concrete Sidewalk	SY	110	\$ 50.39	\$ 5,542.61	\$ 97.00	\$ 10,670.00	\$ 150.00	\$ 16,500.00	\$ 90.00	\$ 9,900.00
7	Install Bus Shelter	EA	8	\$ 8,500.00	\$ 68,000.00	\$ 19,548.50	\$ 156,388.00	\$ 20,000.00	\$ 160,000.00	\$ 24,000.00	\$ 192,000.00
8 619(B)4792	Removal of Sidewalk	SY	110	\$ 16.65	\$ 1,831.50	\$ 21.00	\$ 2,310.00	\$ 10.00	\$ 1,100.00	\$ 38.00	\$ 4,180.00
9 880(J) 8905	Construction Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 3,250.00	\$ 3,250.00	\$ 10,000.00	\$ 10,000.00	\$ 6,112.00	\$ 6,112.00
10 641 1552	Mobilization	LS	1	\$ 12,951.49	\$ 12,951.49	\$ 3,200.00	\$ 3,200.00	\$ 10,000.00	\$ 10,000.00	\$ 17,989.00	\$ 17,989.00
11 642(B)0096	Construction Staking Level I	LS	1	\$ 2,901.75	\$ 2,901.75	\$ 4,600.00	\$ 4,600.00	\$ 2,000.00	\$ 2,000.00	\$ 4,278.00	\$ 4,278.00
12 610(A)0605	6" Concrete Sidewalk	SY	29			\$ 115.00	\$ 3,335.00	\$ 150.00	\$ 4,350.00	\$ 96.00	\$ 2,784.00
				Base Total	\$ 112,578.32	Base Total	\$ 193,218.00	Base Total	\$ 210,818.00	Base Total	\$ 257,805.00
Alt 1 415 6300	Concrete Joint Sealing	LF	37	\$ 7.43	\$ 274.91	\$ 9.00	\$ 333.00	\$ 4.00	\$ 148.00	\$ 15.00	\$ 555.00
Alt 2 610(A)0602	4" Concrete Sidewalk	SY	13	\$ 50.39	\$ 655.04	\$ 97.00	\$ 1,261.00	\$ 150.00	\$ 1,950.00	\$ 90.00	\$ 1,170.00
Alt 3	Install Bus Shelter	EA	2	\$ 8,500.00	\$ 17,000.00	\$ 19,548.50	\$ 39,097.00	\$ 20,000.00	\$ 40,000.00	\$ 24,000.00	\$ 48,000.00
Alt 4 619(B)4792	Removal of Sidewalk	SY	20	\$ 16.65	\$ 333.00	\$ 21.00	\$ 420.00	\$ 10.00	\$ 200.00	\$ 43.00	\$ 860.00
Alt 5 610(A)0605	6" Concrete Sidewalk	SY	15			\$ 115.00	\$ 1,725.00	\$ 150.00	\$ 2,250.00	\$ 96.00	\$ 1,440.00
					\$ 18,262.95		\$ 42,836.00		\$ 44,548.00		\$ 52,025.00
				Total w/Alt	\$ 130,841.26	Total w/Alt	\$ 236,054.00	Total w/Alt	\$ 255,366.00	Total w/Alt	\$ 309,830.00



THE CITY OF
MIDWEST CITY

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Mike Bower, Emergency Management Manager

DATE: November 14, 2017

SUBJECT: Discussion and consideration of accepting a State and Local Assistance Performance Grant from and entering into an Agreement for the Sub-Grant of Emergency Management Performance Grant Program Funds with The State of Oklahoma Department of Emergency Management (OEM) in the amount of \$15,000 effective October 1, 2017 to encourage the development of comprehensive disaster preparedness and assistance plans, programs, capabilities, and organizations by Tribal, State and Political Subdivisions.

This sub-grant will provide the basis for dealing effectively with disasters and emergencies. Payments to the local jurisdiction will be made on a quarterly basis according to the schedule provided in this performance grant.

This award is designed to assist our community in meeting the cost of our emergency management program. Future grant eligibility is contingent upon completion of the scope of work contained in the attached performance grant agreement.

Staff recommends approval.



MIKE BOWER
Emergency Management Manager

Attachment: Proposed Performance Grant Agreement

FY 2018 Emergency Management Program Grant

Contractual Agreement

This agreement is entered into by and between the State of Oklahoma Department of Emergency Management, and **The City of Midwest City**, Oklahoma, hereinafter referred to as the Political Subdivision. The Oklahoma Department of Emergency Management shall pay the Political Division local jurisdiction for required works performed under the EMPG application and this contractual agreement the sum of **15,000.00** dollars, **subject to the following terms and conditions:**

Article 1. Scope of Work

Advancing the Whole Community approach reinforces the concept that it is the community's responsibility to take necessary and appropriate actions to protect people and property from the consequences of local emergencies and disasters. Communities are challenged to develop collective local abilities to withstand the potential impacts of these events, respond quickly, and recover in a way that sustains or improves the community's overall well-being. Achieving this collective capability calls for innovative approaches across the community. The efforts of the Oklahoma Department of Emergency Management is to assist local jurisdiction's Emergency Management with the capabilities to prevent, protect against, respond to and recover from natural disasters, threats of terrorism, and attacks both foreign and domestic. This includes enhancing local jurisdiction's Emergency Management existing practices, programs, institutions and organizations.

1. Quarterly ALL Hazard, Whole Community Planning Group Meetings

An All-Hazard, Whole Community Planning group will be formed consisting of all Annexes or Emergency Support Function (ESF) representatives, Tribal representatives, Higher Education representatives and business partners as well as any other persons the

Planning Group deems necessary to promote the “whole community” concept of planning to meet quarterly.

Measurement Methods:

- a. A meeting invitation letter for each meeting to include a mailing list (can be an email copy).
- b. An agenda for each quarterly meeting
- c. Minutes of each quarterly meeting.
- d. Sign-in sheets for each quarterly meeting (dated).

2. Emergency Operations Plan

The Jurisdiction must have an Emergency Operations Plan to participate in the Emergency Management Performance Grant. The All Hazard, Whole Community Planning Group will be directly involved in the quarterly planning and updates of the Jurisdiction’s Emergency Operations Plan. The Emergency Operations Plan will be updated according to CPG 101-v.2

Measurement Methods:

- a. The quarterly report submitted to Oklahoma Department of Emergency Management.
- b. Sign-in Sheet from Quarterly Planning Meetings.
- c. An Emergency Operations Plan approval page signed by each of the Annexes or ESF representatives and the jurisdiction’s highest elected official (form provided).

3. A Hazard Mitigation Plan Approved by the State and Updated as Required

The Jurisdiction must have a State approved Hazard Mitigation Plan to participate in the Emergency Management Performance Grant. The All Hazard, Whole Community Planning Group will update the Hazard Mitigation plan according to the evaluation matrix provided by Oklahoma Department of Emergency Management.

Measurement Methods:

- a. The quarterly report submitted to Oklahoma Department of Emergency Management.
- b. A Hazard Mitigation plan approval page signed by each of the Annexes or ESF representatives and the jurisdiction's highest elected official (form provided).

4. A Current List of Training and Exercises

The current Training and Exercise plans will be a topic of discussion of the All Hazard, Whole Community Planning Group.

Measurement Methods:

- a. A list of the training produced by all Annex or ESF agencies will be submitted to Oklahoma Department of Emergency Management quarterly.
- b. A list of the exercises produced by all Annex or ESF agencies will be submitted to Oklahoma Department of Emergency Management quarterly.

5. Four (4) Exercises of Any Type

The Jurisdiction must conduct four (4) exercises of any type. The types of exercises are Seminars, Workshops, Tabletop, Games, Drills, Functional, and Full-Scale. (You can only count one WebEOC drill as part of the four.) All exercises need to test all or part of the Emergency Operations Plan. You may also count one Federally Declared Disaster as an exercise.

Measurement Methods:

- a. A copy of the After Action Report-Improvement Plan (AAR-IP) for each exercise must be submitted to the Oklahoma Department of Emergency Management.

6. One (1) Full Scale Exercise

The Jurisdiction must participate in one Full-Scale Exercise. The Statewide Earth Wind and Fire exercise will count as an Emergency Operations Center full scale exercise.

Measurement Methods:

- a. The AAR-IP for the jurisdiction's part of the exercise must be generated by the jurisdiction and a copy of the AAR-IP must be submitted to Oklahoma Department of Emergency Management.

7. Attendance of the Strategic Regional Planning Workshop

The Oklahoma Department of Emergency Management Regional Coordinator, in conjunction with local Emergency Managers, will host a Professional Development Workshop. The Emergency Management Director shall attend their Area's Workshop, in its entirety.

Measurement Methods:

- a. A copy of the Certificate or other appropriate documentation shall be submitted to Oklahoma Department of Emergency Management.

8. Attendance of the Annual Oklahoma Emergency Management Conference

The Emergency Management Director shall attend the Annual Oklahoma Emergency Management Conference, in its entirety.

Measurement Methods:

- a. A copy of the Certificate or other appropriate documentation shall be submitted to Oklahoma Department of Emergency Management.

9. Attendance of two (2) Oklahoma Department of Emergency Management Strategic Regional Planning Meetings

The Emergency Management Director shall attend the Oklahoma Department of Emergency Management Regional Coordinator's Bi-Annual Quadrant meetings.

Measurement Methods:

- a. A copy of the sign-in sheet.

10. Current List of Ongoing Whole Community Preparedness Projects

Activities could include, newspaper articles, talks on preparedness to schools and or civic groups, programming weather radios, etc. Remember to include all the Emergency Response Agencies'/Organizations' preparedness efforts in the reports.

Measurement Methods

- a. Copies of articles, agendas, sign in sheets, pictures, journal of actions taken depending on community preparedness actions taken.

Article 2. EMPG Sub-Grant Required Cost Match

The EMPG Sub-Grant funds that are used towards the Political Subdivision's EMPG Program shall not exceed 50 percent of the total Political Subdivision's Emergency Management budget. The Political Subdivision must cost match (cash or in-kind) the Federal contribution according to the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Public Law 93-288), as amended, 42 U.S.C. 5121-5207, specifically, Title VI, sections 611(j) and 613. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. Documentation of the cost match and actual expenditures of the Political Subdivision's EMPG Sub-Grant funds shall be supplied to the Oklahoma Department of Emergency Management.

Article 3. Funding Guidelines

EMPG Sub-Grant funds can only be used for the purposes set forth in this contract. **All EMPG Sub-Grant fund expenditures must be accounted for and follow this funding guidance.** Grant funds may not be used for matching funds for Federal grants, cooperative agreements, lobbying or intervention in Federal regulatory or adjudicatory proceedings. Additionally, EMPG Sub-Grant funds may not be used to sue the Federal government or any other government entity.

Authorized Expenditures:

1. Operations

FY 2018 EMPG Sub-Grant funds may be used for all hazards local Emergency

Management operations activities that may include, but are not limited to:

- a. Staffing including salary and personnel costs
- b. Compensatory time off
- c. Overtime
- d. Day-to-day activities in support of Emergency Management
- e. Associated fringe benefits

2. Planning

FY 2018 EMPG Sub-Grant funds may be used for a range of Emergency Management

planning activities that may include, but are not limited to:

- a. Community based planning to advance the Whole Community, Security and Emergency Management concept.
- b. Maintaining a current Hazard Mitigation plan inclusive of a Hazard Identification and Risk Assessment (HIRA).
- c. Maintaining current Emergency Operations procedures that conform to the guidelines outlined in CPG 101 v.2.
- d. Developing and/or enhancing comprehensive Emergency Management plans.

3. Training

FY 2018 EMPG Sub-Grant funds may be used for a range of Emergency Management related training activities **for the purposes of enhancing local Emergency**

Management's personnel capabilities. Training related expenses may include, but are not limited to:

- a. Training development, delivery and/or evaluation

- b. Overtime
- c. Travel
- d. Hiring of full or part-time staff, contractors or consultants
- e. Certification or recertification of Instructors

4. Exercise

FY 2018 EMPG Sub-Grant funds may be used for a range of Emergency Management related exercise activities **for the purposes of testing and improving local jurisdiction's Emergency Management Operations plans**. Qualifiable exercises are those conducted within the Political Subdivision's jurisdictional boundaries. Exercise related expenses may include, but are not limited to:

- a. Exercise conduct, design, development and evaluation
- b. Hiring full or part-time staff, contractors or consultants
- c. Travel
- d. Supplies

5. Equipment

In accordance with 44 CFR 13.32 allowable equipment categories for the FY 2018 EMPG program are listed on the web based version of the Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by FEMA at <http://www.rkb.us>. Unless otherwise stated, equipment must meet all mandatory, regulatory and/or FEMA adopted standards to be eligible for purchase using these funds. Additionally, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Equipment expenses may come from the following AEL categories:

- a. Information Technology (Category 4)
- b. Cyber-Security Enhancement Equipment (Category 5)

- c. Detection Equipment (Category 7)
- d. Power Equipment (Category 10)
- e. Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- f. Physical Security Enhancement Equipment (Category 14)
- g. Other Authorized Equipment (Category 21)

Unauthorized Expenditures:

- a. Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g. construction vehicles). The only vehicle costs that are reimbursable are fuel and/or mileage.
- b. Equipment that is purchased for permanent installation and/or use beyond the scope of exercise conduct (e.g. electronic messaging signs).
- c. Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.
- d. Expenditures for weapons and ammunition.
- e. Costs to support the hiring of sworn safety officers (sworn law enforcement officers).
- f. Activities unrelated to the completion and implementation of the EMPG.
- g. Other items not in accordance with the aforementioned authorized expenses.

Article 4. Sub-Grant Administration Requirements

1. Any tasking the Oklahoma Department of Emergency Management receives from the U.S. Department of Homeland Security, FEMA or any other federal agency that is Emergency Management related and requires the assistance of the Political Subdivision shall also be considered as part of the required tasking elements under the EMPG Sub-Grant.

2. If the Political Subdivision receives \$500,000 or more in Federal funds in Federal FY 2018, they are responsible for compliance with the provisions of the Single Audit Act amendments of 1996. The Political Subdivision shall submit a copy of their audit letter signed by the auditor for Federal FY 2018 to the Oklahoma Department of Emergency Management.
3. **The FY 2018 EMPG Sub-Grant is a performance based grant.** In an effort to ensure EMPG requirements compliance, each Political Subdivision's performance shall be monitored. The Political Subdivision jurisdiction's Emergency Management will be visited a minimum of four (4) times each year by a Regional Coordinator or other representative of the Oklahoma Department of Emergency Management. The field visits shall be conducted at a mutually, agreed date, time and location during each quarter.
4. Each quarter the EMPG Political Subdivision will submit a minimum of one (1) progress report to the jurisdiction's assigned Oklahoma Department of Emergency Management Regional Coordinator. Submitted documentation shall be maintained by the Political Subdivision and the Department of Emergency Management for a minimum of three (3) years.

*** Please Note**

1st Quarter: October 1, 2017 – December 31, 2017

2nd Quarter: January 1, 2018 – March 31, 2018

3rd Quarter: April 1, 2018 – June 30, 2018

4th Quarter: July 1, 2018 – September 30, 2018

Article 5. Payment Terms

All payments will be contingent upon the Political Subdivision jurisdiction's payment requests and the Oklahoma Department of Emergency Regional Coordinator's review of required tasks.

Should the Political Subdivision found to be in keeping with the EMPG Sub-Grant performance requirements, the following shall occur:

1. Payment in the amount of 25% of the awarded FY 2018 EMPG Sub-Grant will be made by the Oklahoma Department of Emergency Management for the First Quarter, after January 15, 2018 following receipt of the fully executed agreement and receipt of the quarterly payment request letter from the jurisdiction along with documentation of the first quarter's tasks. The Oklahoma Department of Emergency Management Regional Coordinator will approve each payment.
2. Payment in the amount of 25% of the awarded FY 2018 EMPG Sub-Grant will be made for the Second Quarter after April 15, 2018 upon receipt of the quarterly request letter and when terms of the agreement have been met and affirmed by the Oklahoma Department of Emergency Management Regional Coordinator.
3. Payment in the amount of 25% of the awarded FY 2018 EMPG Sub-Grant will be made for the Third Quarter after July 15, 2018 upon receipt of the quarterly request letter and when terms of the agreement have been met and affirmed by the Oklahoma Department of Emergency Management Regional Coordinator.
4. Final payment in the amount of 25% of the awarded FY 2018 EMPG Sub-Grant will be made for the fourth quarter after October 15, 2018, upon receipt of the quarterly request letter and terms of the agreement have been met and affirmed by the Oklahoma Department of Emergency Management Regional Coordinator.

Article 6. Amendments

Any alterations or deviations to this agreement shall be executed only upon written agreement of both parties, and if there is a change to the agreement award for such alteration or deviation, it shall be noted.

Article 7. Waiver of Scope of Work Line Items

During the performance period of the Sub-Grant, only one (1) waiver relieving the jurisdiction from having to complete a basic scope of work line item (Article 1 Scope of Work 1-10) may be approved. In no case will a Sub-Grant recipient be permitted to request a waiver for the same scope of work line item in two consecutive years (Reference Article 8).

Article 8. Award Reduction

If the Political Subdivision fails to complete or adhere to the performance based Sub-Grant requirements, the award amount is subject to a reduction.

Article 9. Suspension of Sub-Grant/Debarment from Future Awards

If the Political Subdivision fails to complete the agreed scope of work they may be barred from participation in the sub-grant program for the following Federal Fiscal Year.

Article 10. Termination

This agreement may be cancelled by either party by providing 15 days' notice in writing to the other party.

Article 11. Audit Clause

In accepting this agreement, the Political Subdivision agrees to this audit clause which provides that books, records, documents, accounting procedures, practices, or any other items of the Political Subdivision relevant to the agreement are subject to examination by the Federal Emergency Management Agency, the Oklahoma Department of Emergency Management, the State of Oklahoma and the State Auditor and Inspector.

Article 12. Non-Collusion

In accepting this agreement, the Political Subdivision acknowledges that they have not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this agreement.

Article 13. National Environmental Policy Act (NEPA)

The recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environment Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.

Recipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbance activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. The Screening Form is available at:

(www.fema.gov/doc/government/grant/bulletins/infor329_final_screening_memo.doc). For these

types of projects, grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to Oklahoma Department of Emergency Management. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

Article 14. Trafficking in Persons

A. Provisions applicable to a recipient.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - a. Engage in sever forms of trafficking in persons during the period of time that the award is in effect;
 - b. Procure a commercial sex act during the period of time that the award is in effect;
or
 - c. Use forced labor in the performance of the award or subawards under the award.
2. We, as the State awarding agency, may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
 - a. Is determined to have violated a prohibition in paragraph A.1 of this award term;
or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide

Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR Part 3000.

B. Provisions applicable to a recipient other than a private entity. We as the State awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1. Is determined to have violated an applicable prohibition in paragraph A.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR part 3000.

C. Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph A.2 or B of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act 2000 (TVPA), as amended (22 U.S.C. 7104(g), and
 - b. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph A.1 of this award term in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:

1. “Employee” means either:
 - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provisions, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity” means:
 - a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are, defined in 2 CFR 175.25.
 - b. Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
 - ii. A for-profit organization.
4. “Severe forms of trafficking in person,” “commercial sex act,” and “coercion” have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Article 15. General Provisions

1. All work shall be completed in a professional manner and in compliance with all applicable laws.
2. To the extent required by law, individuals duly licensed and authorized by law to do so shall perform all work.
3. The Political Subdivision warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of the Political Subdivision or its employees or agents.
4. The Political Subdivision agrees that neither it nor its employees or agents are covered under insurance paid for by the State of Oklahoma, and are not authorized to obligate the State of Oklahoma, its employees or agents.
5. The Oklahoma Department of Emergency Management shall provide to the Political Subdivision technical assistance in fulfilling this contractual agreement to the extent resources are available.
6. The Standard Assurances for Federal Funds submitted by the Political Subdivision, as part of their application package, are hereby referenced and incorporated into this agreement.

FY 2018 Emergency Management Program Grant

Required Documentation

As proof of compliance with Federal regulations, the following documents must be submitted to the Oklahoma Department of Emergency Management.

Please read and/or complete the following provided documents:

1. FEMA Form 20-16, Summary Sheet for Assurances and Certifications
2. FEMA Form 20-16A, Assurances Non-Construction Programs
3. FEMA Form 20-16C, Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
4. Disclosure of Lobbying Activities

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FEDERAL EMERGENCY MANAGEMENT AGENCY
SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS

FOR
FY 2018

CA FOR (Name of Applicant)

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the application for Federal assistance.

An applicant must check each item that they are certifying to:

- Part I FEMA Form 20-16A, Assurances - Non-construction Programs
- Part II FEMA Form 20-16C, Certification Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements
- Part III SF LLL, Disclosure of Lobbying Activities (if applicable)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurance and certifications.

Typed Name of Authorized
Representative

Title

Signature of Authorized
Representative

Date

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FEDERAL EMERGENCY MANAGEMENT AGENCY
ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Furthermore, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using your positions for a purpose that constitutes or presents the appearance of personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-d-3 and 290-ee-3), as relating to nondiscrimination on the basis of drug abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (1) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P/L/ 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance of the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals and other non-profit organizations.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s)) and that all subrecipients shall certify and disclose accordingly.

Standard Form LLL, "Disclosure of Lobbying Activities" attached. (This form must be attached to certification if non-appropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civilian judgement rendered against the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that each employee be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

Check here if there are workplaces on file that are not identified here. Section 17.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

DISCLOSURE OF LOBBYING ACTIVITIES
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of Last Report: _____
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4. Name and Address of Reporting Entity: Prime Subawardee Tier, if known: _____ Congressional District, if known: _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime Congressional District, if known: _____
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6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____
--------------------------------------	--

8. Federal Action Number, if known:	9. Award Amount, if known:
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10a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI)</i>	10b. Individuals Performing Services <i>(last name, first name, MI, and address if different from No. 10a)</i>
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11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____
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Federal Use Only:

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FY 2018 Emergency Management Program Grant Signature Page

Approved by the Oklahoma Department of Emergency Management

this 13th day of October, 2017:

Name 

Director, Oklahoma Department of Emergency Management

I certify the The City of Midwest City is budgeting \$15,000.00 (The aforementioned amount must be equal to or exceed the grant dollar amount you are receiving) to match this EMPG Sub-Grant of 15,000.00 dollars. The Political Subdivision matching dollars cannot be federal dollars, dollars from another grant or budgeted dollars used to match any other grant.

Approved by the Governing body of the The City of Midwest City, Oklahoma

this _____ day of _____, 2017:

Name _____
Chief Elected Official



Memorandum

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: November 14, 2017

SUBJECT: Discussion and consideration to approve the purchase of police firearm ammunition for fiscal year 2017-18 with GT Distributors, Inc. of Austin, Texas. GT Distributors, Inc. has the State contract for ammunition for the purchase prices listed: for CCI/Speer 223 Rem. caliber 55 gr. GDSP at \$286.99 per unit; for CCI/Speer 380 auto caliber 90 gr. GDHP at \$414.54 per unit; CCI/Speer 9mm caliber 124 gr. GDHP for \$376.28 per unit; for CCI/Speer 9mm caliber 124 gr. TMJ at \$198.41 per unit; for CCI/Speer 45 auto +P caliber 200 gr. TMJ at \$266.44 per unit; for CCI/Speer 38 Special +P caliber 125 gr. GDHP at \$389.03 per unit; for CCI/Speer 357 SIG caliber 125 gr. TMJ at \$266.44 per unit; for CCI/Speer 40 S&W caliber 165 gr. TMJ at \$238.10 per unit; for CCI/Speer 40 S&W caliber 180 gr. GDHP at \$408.16 per unit; for CCI/Speer 45 auto +P caliber 200 gr. GDHP at \$471.94 per unit; for CCI/Speer 357 SIG caliber 125 gr. GDHP at \$408.16 per unit; for Federal 223 Rem caliber 55 gr. FMJBT at \$158.73 per unit; for Federal 308 Win caliber 168 gr. SMK BTHP at \$165.81 per unit; for Federal Tactical Buckshot 12 gauge caliber 00 Buck at \$127.55 per unit; and for Federal Tactical Rifled Slugs 12 gauge caliber 1 oz. ball slug at \$140.30 per unit.

Staff recommends approving the purchase of police firearm ammunition with GT Distributors, Inc.

Funds are budgeted and available in the Police Department's budget to purchase ammunition.

Staff recommends approval.

Brandon Clabes, Chief of Police

Attachment: State Contract #SW220 (4479) list



STATE OF OKLAHOMA CONTRACT # SW220 (4479)
 FIREARMS, AMMUNITION, AND LAW ENFORCEMENT SUPPLIES
 GT DISTRIBUTORS, INC
 2545 BROCKTON DRIVE, SUITE 100
 AUSTIN, TX 78758
 CONTRACT PERIOD: 9/27/16-9/26/17



AGENCY CONTACT:

SAM HAGEY

ACCOUNT MANAGER

PH: 512-691-5868

SAM.HAGEY@GTDIST.COM

SW220 (4479) - Firearms, Ammunition, and Law Enforcement Supplies

Attachment A - Pricing Submittal

Band 2 - Ammunition

* Preferred brand names are included in the drop down box. Respondents will propose the Ammunition details corresponding to their offer. *
 Supplier may list alternate brands.

Manufacturer	Brand	Caliber	Details	Unit of Measure	Rounds	Delivery	Part Number	List Price	Percent Discount	Contract Price
Hornady	Critical Duty	9mm	135gr JHP	Case	500		90235	\$ 390.80	32.11%	\$265.30
Hornady	Critical Duty	9mm +P	135gr JHP	Case	500		90225	\$ 390.80	32.11%	\$265.30
Hornady	Critical Duty	357 SIG	135gr JHP	Case	500		91295	\$ 465.70	32.12%	\$316.10
Hornady	Critical Duty	357 SIG	135gr JHP	Case	500		90515	\$ 472.40	32.13%	\$320.60
Hornady	Critical Duty	40 S&W	175gr JHP	Case	500		91375	\$ 390.80	32.11%	\$265.30
Hornady	Critical Duty	10mm Auto	175gr JHP	Case	500		91255	\$ 479.20	32.05%	\$325.60
Hornady	Critical Duty	45 Auto +P	220gr JHP	Case	500		90925	\$ 449.20	32.12%	\$304.90
Hornady	Critical Defense	380 Auto	90gr JHP	Case	250		90080	\$ 276.40	32.16%	\$187.50
Hornady	Critical Defense	9mm	115gr JHP	Case	250		90250	\$ 281.20	32.11%	\$190.90
Hornady	Critical Defense	9x18 Makarov	95gr JHP	Case	250		91000	\$ 282.50	32.10%	\$191.81
Hornady	Critical Defense	38 Special	90gr JHP	Case	250		90300	\$ 299.20	32.15%	\$203.00
Hornady	Critical Defense	9mm	100gr JHP Lite	Case	250		90240	\$ 281.20	32.11%	\$190.90
Hornady	Critical Defense	38 Special	110gr JHP	Case	250		90310	\$ 299.20	32.15%	\$203.00
Hornady	Critical Defense	38 Special +P	110gr JHP	Case	250		90311	\$ 299.20	32.15%	\$203.00
Hornady	Critical Defense	44 Special	165gr JHP	Case	200		90700	\$ 273.10	32.15%	\$185.30
Hornady	Critical Defense	357 Magnum	125gr JHP	Case	250		90500	\$ 326.00	32.12%	\$221.30
Hornady	Critical Defense	40 S&W	165gr JHP	Case	200		91340	\$ 287.20	32.14%	\$194.90
Hornady	Critical Defense	45 Auto	185gr JHP	Case	200		90900	\$ 300.50	32.11%	\$204.00
Hornady	Critical Defense	45 Long Colt	185gr JHP	Case	200		92790	\$ 285.20	32.15%	\$193.50
Hornady	Training Handgun	9mm	135gr FMJ Brass	Case	500		90238	\$ 278.80	39.67%	\$168.20
Hornady	Training Handgun	357 SIG	135gr FMJ Brass	Case	500		91298	\$ 231.30	39.66%	\$139.56
Hornady	Training Handgun	40 S&W	175gr FMJ	Case	500		91377	\$ 358.70	39.67%	\$216.40
Hornady	Training Handgun	40 S&W	175gr FMJ Brass	Case	500		91374	\$ 332.50	39.67%	\$200.60
Hornady	Training Handgun	45 Auto	220gr FMJ Brass	Case	500		90924	\$ 375.10	39.70%	\$226.20
Hornady	Frangible Handgun	9mm	90gr	Case	500		90230	\$ 372.40	39.66%	\$224.70
Hornady	Frangible Handgun	40 S&W	125gr	Case	500		91319	\$ 462.10	39.65%	\$278.90
Hornady	Frangible Handgun	45 Auto	145gr	Case	500		90931	\$ 456.00	39.67%	\$275.10
Hornady	Training Rifle	223 Rem	55gr SP Brass	Case	500		80255	\$ 444.50	39.66%	\$268.20

Hornady	Training Rifle	223 Rem	55gr FMJBT Brass	Case	500	80275	\$	444.50	39.66%	\$268.20
Hornady	Training Rifle	223 Rem	55gr FMJ	Case	500	9754EL	\$	260.70	39.70%	\$157.20
Hornady	Training Rifle	223 Rem	75gr BTHP	Case	500	9760EL	\$	272.40	39.68%	\$164.30
Hornady	TAP Rifle	223 Rem	55gr Urban	Case	200	83276	\$	224.50	31.58%	\$153.60
Hornady	TAP Rifle	223 Rem	55gr GMX Barrier	Case	200	83295	\$	302.70	32.14%	\$205.40
Hornady	TAP Rifle	223 Rem	60gr Urban	Case	200	83286	\$	224.50	32.12%	\$152.40
Hornady	TAP Rifle	223 Rem	62gr Barrier	Case	200	83285	\$	224.50	32.12%	\$152.40
Hornady	TAP Rifle	223 Rem	75gr BTHP	Case	200	80265	\$	224.50	32.12%	\$152.40
Hornady	TAP Rifle	5.56 NATO	55gr GMX Barrier	Case	200	81255	\$	302.70	32.14%	\$205.40
Hornady	TAP Rifle	5.56 NATO	62gr Barrier	Case	500	8125C	\$	475.10	32.14%	\$322.40
Hornady	TAP Rifle	5.56 NATO	62gr Barrier	Case	200	8125N	\$	219.70	32.13%	\$149.10
Hornady	TAP Rifle	5.56 NATO	70gr GMX Barrier	Case	200	81265	\$	302.70	32.14%	\$205.40
Hornady	TAP Rifle	5.56 NATO	75gr SBR	Case	200	81295	\$	241.70	32.15%	\$164.00
Hornady	TAP Rifle	5.56 NATO	75gr BTHP T2	Case	200	8126N	\$	224.50	32.12%	\$152.40
Hornady	TAP Rifle	300 Blackout	110gr GMX	Case	200	80875	\$	344.10	32.11%	\$233.60
Hornady	TAP Rifle	308 Win	110gr Urban	Case	200	80896	\$	354.10	32.11%	\$240.40
Hornady	TAP Rifle	308 Win	155gr AMAX Precision	Case	200	80925	\$	354.10	32.11%	\$240.40
Hornady	TAP Rifle	308 Win	165gr GMX Barrier	Case	200	80985	\$	535.30	32.11%	\$363.40
Hornady	TAP Rifle	308 Win	165gr Interbond Barrier	Case	200	80995	\$	370.80	32.09%	\$251.80
Hornady	TAP Rifle	308 Win	168gr AMAX Precision	Case	200	80965	\$	354.10	32.11%	\$240.40
Hornady	TAP Rifle	.300 Win Mag	178gr AMAX Precision	Case	200	82035	\$	408.40	32.15%	\$277.10
Hornady	Rifle	5.45x39	60gr VMAX Steel	Case	500	8124	\$	298.00	32.11%	\$202.30
Hornady	Rifle	6.8mm SPC	110gr VMAX	Case	200	8346	\$	305.30	32.13%	\$207.20
Hornady	Rifle	7.62x39	123gr SST Steel	Case	500	8078	\$	472.50	32.11%	\$320.80
Hornady	Rifle	450 Bushmaster	250gr JHP	Case	200	82244	\$	424.50	32.13%	\$288.10
Hornady	Match	223 Rem	68gr BTHP	Case	200	80289	\$	256.50	32.12%	\$174.10
Hornady	Match Superformance	223 Rem	75gr BTHP	Case	200	80264	\$	284.70	32.10%	\$193.30
Hornady	Match Superformance	5.56 NATO	75gr BTHP	Case	200	81264	\$	284.70	32.10%	\$193.30
Hornady	Match	6.5 Grendel	123gr AMAX	Case	200	8150	\$	315.90	32.13%	\$214.40
Hornady	Match	6.5 Creedmoor	120gr AMAX	Case	200	81492	\$	369.30	32.14%	\$250.60
Hornady	Match	6.5 Creedmoor	140gr ELD	Case	200	81500	\$	386.00	32.12%	\$262.00
Hornady	Match	300 Blackout	110gr VMAX	Case	200	8089	\$	307.30	32.12%	\$208.60
Hornady	Match	300 Blackout	208gr AMAX	Case	200	80892	\$	348.80	32.11%	\$236.80
Hornady	Match	308 Win	155gr OTM/BTHP	Case	200	8087N	\$	360.80	32.12%	\$244.90
Hornady	Match Superformance	308 Win	168gr AMAX	Case	200	80964	\$	419.20	32.13%	\$284.50
Hornady	Match	308 Win	168gr AMAX	Case	200	8097	\$	370.00	32.14%	\$251.10
Hornady	Match	308 Win	178gr BTHP	Case	200	8105	\$	379.10	32.13%	\$257.30
Hornady	Match Superformance	308 Win	178gr BTHP	Case	200	8077	\$	419.20	32.13%	\$284.50
Hornady	Match	30-06 Springfield	168gr AMAX M1 Garand	Case	200	81170	\$	471.10	32.12%	\$319.80
Hornady	Match	300 Win Mag	195gr BTHP	Case	200	8218	\$	504.80	32.13%	\$342.60
Hornady	Match	338 Lapua Mag	250gr BTHP	Case	200	8230	\$	1,210.50	32.13%	\$821.60
Hornady	Match	338 Lapua Mag	285gr AMAX	Case	120	82301	\$	733.02	32.12%	\$497.58
Hornady	Match	338 Lapua Mag	285gr BTHP	Case	120	82306	\$	726.30	32.13%	\$492.96
Hornady	Match	338 Lapua Mag	285gr ELD	Case	120	82300	\$	750.00	32.12%	\$509.10
Hornady	Match	50 BMG	750gr AMAX	Case	100	8270	\$	831.70	32.13%	\$564.50
Hornady	TAP Shotgun	12 Gauge	00 Buck Reduced Recoil	Case	100	86265	\$	110.10	32.06%	\$74.80
Hornady	TAP Shotgun	12 Gauge	1oz Slug Reduced Recoil	Case	100	86285	\$	165.40	32.16%	\$112.20
Hornady	TAP Shotgun	12 Gauge	00 Buck	Case	100	86275	\$	119.50	32.13%	\$81.10
Hornady	TAP Shotgun	12 Gauge	1oz Slug	Case	100	86235	\$	165.40	32.16%	\$112.20
CCI/Speer	Blazer	9mm	115gr FMJ	Case	1000		3509 N/A	N/A		\$181.41
CCI/Speer	Blazer	45 Auto	230gr FMJ	Case	1000		3570 N/A	N/A		\$249.43
CCI/Speer	Blazer	9mm	124gr FMJ	Case	1000		3578 N/A	N/A		\$181.41
CCI/Speer	Blazer	40 S&W	180gr FMJ	Case	1000		3591 N/A	N/A		\$221.09
CCI/Speer	Gold Dot Short Barrel	9mm +P	124gr GDHP	Case	500		23611 N/A	N/A		\$376.28
CCI/Speer	Gold Dot Short Barrel	357 Magnum	135gr GDHP	Case	500		23917 N/A	N/A		\$408.16
CCI/Speer	Gold Dot Short Barrel	44 Magnum	200gr GDHP	Case	500		23971 N/A	N/A		\$433.68

CCI/Speer	Gold Dot Short Barrel	40 S&W	180gr GDHP	Case	500	23974	N/A	N/A	\$408.16
CCI/Speer	Gold Dot Short Barrel	45 Auto	230gr GDHP	Case	500	23975	N/A	N/A	\$446.43
CCI/Speer	Gold Dot Rifle	223 Rem	55gr GDSP	Case	500	24446	N/A	N/A	\$286.99
CCI/Speer	Gold Dot Rifle	308 Win	150gr GDSP	Case	500	24457	N/A	N/A	\$389.03
CCI/Speer	Gold Dot Rifle	308 Win	168gr GDSP	Case	500	24458	N/A	N/A	\$389.03
CCI/Speer	Gold Dot Rifle	223 Rem	75gr GD	Case	500	24475	N/A	N/A	\$229.59
CCI/Speer	Lawman RHT	9mm	100gr Frangible	Case	1000	53365	N/A	N/A	\$413.83
CCI/Speer	Lawman RHT	357 SIG	100gr Frangible	Case	1000	53368	N/A	N/A	\$447.84
CCI/Speer	Lawman RHT	40 S&W	125gr Frangible	Case	1000	53375	N/A	N/A	\$447.84
CCI/Speer	Lawman RHT	380 Auto	70gr Frangible	Case	1000	53382	N/A	N/A	\$391.16
CCI/Speer	Lawman RHT	45 Auto	155gr Frangible	Case	1000	53395	N/A	N/A	\$561.22
CCI/Speer	Gold Dot	380 Auto	90gr GDHP	Case	1000	53606	N/A	N/A	\$414.54
CCI/Speer	Lawman	380 Auto	90gr TMJ	Case	1000	53608	N/A	N/A	\$191.33
CCI/Speer	Gold Dot	9mm +P	115gr GDHP	Case	1000	53612	N/A	N/A	\$376.28
CCI/Speer	Gold Dot	9mm	115gr GDHP	Case	1000	53614	N/A	N/A	\$376.28
CCI/Speer	Gold Dot	9mm +P	124gr GDHP	Case	1000	53617	N/A	N/A	\$376.28
CCI/Speer	Gold Dot	9mm	124gr GDHP	Case	1000	53618	N/A	N/A	\$376.28
CCI/Speer	Gold Dot	9mm	147gr GDHP	Case	1000	53619	N/A	N/A	\$376.28
CCI/Speer	Lawman	9mm	147gr TMJ	Case	1000	53620	N/A	N/A	\$198.41
CCI/Speer	Lawman	9mm	115gr TMJ	Case	1000	53650	N/A	N/A	\$198.41
CCI/Speer	Lawman	9mm	124gr TMJ	Case	1000	53651	N/A	N/A	\$198.41
CCI/Speer	Lawman	40 S&W	180gr TMJ	Case	1000	53652	N/A	N/A	\$238.10
CCI/Speer	Lawman	45 Auto	230gr TMJ	Case	1000	53653	N/A	N/A	\$255.10
CCI/Speer	Lawman	45 Auto +P	200gr TMJ	Case	1000	53656	N/A	N/A	\$266.44
CCI/Speer	Gold Dot	38 Special +P	125gr GDHP	Case	1000	53720	N/A	N/A	\$389.03
CCI/Speer	Lawman	38 Special	125gr TMJ	Case	1000	53733	N/A	N/A	\$260.77
CCI/Speer	Lawman	38 Special +P	158gr TMJ	Case	1000	53750	N/A	N/A	\$260.77
CCI/Speer	Lawman	38 Special	135gr TMJ	Case	1000	53757	N/A	N/A	\$260.77
CCI/Speer	Lawman	357 SIG	125gr TMJ	Case	1000	53919	N/A	N/A	\$266.44
CCI/Speer	Gold Dot	357 Magnum	125gr GDHP	Case	1000	53920	N/A	N/A	\$433.68
CCI/Speer	Gold Dot Short Barrel	38 Special +P	135gr GDHP	Case	1000	53921	N/A	N/A	\$408.16
CCI/Speer	Lawman	40 S&W	165gr TMJ	Case	1000	53955	N/A	N/A	\$238.10
CCI/Speer	Gold Dot	40 S&W	180gr GDHP	Case	1000	53962	N/A	N/A	\$408.16
CCI/Speer	Gold Dot	45 Auto	185gr GDHP	Case	1000	53964	N/A	N/A	\$471.94
CCI/Speer	Gold Dot	45 Auto	230gr GDHP	Case	1000	53966	N/A	N/A	\$471.94
CCI/Speer	Gold Dot	45 Auto +P	200gr GDHP	Case	1000	53969	N/A	N/A	\$471.94
CCI/Speer	Gold Dot	40 S&W	165gr GDHP	Case	1000	53970	N/A	N/A	\$408.16
CCI/Speer	Lawman	40 S&W	165gr TMJ	Case	1000	53981	N/A	N/A	\$215.42
CCI/Speer	Gold Dot G2	40 S&W	180gr G2 JHP	Case	1000	53999	N/A	N/A	\$464.29
CCI/Speer	Gold Dot G2	9mm	147gr G2 JHP	Case	1000	54226	N/A	N/A	\$420.91
CCI/Speer	Gold Dot	357 SIG	125gr GDHP	Case	1000	54234	N/A	N/A	\$408.16
CCI/Speer	Gold Dot G2	45 Auto	230gr G2 JHP	Case	1000	54256	N/A	N/A	\$522.96
CCI/Speer	Gold Dot Rifle	223 Rem	62gr GDSP	Case	500	24445SP	N/A	N/A	\$261.48
Federal	American Eagle	223 Rem	55gr FMJBT	Case	500	AE223	N/A	N/A	\$158.73
Federal	American Eagle	223 Rem	62gr FMJ	Case	500	AE223N	N/A	N/A	\$170.07
Federal	American Eagle	308 Win	150gr FMJBT	Case	500	AE308D	N/A	N/A	\$323.13
Federal	American Eagle	357 Magnum	158gr JSP	Case	1000	AE357A	N/A	N/A	\$345.80
Federal	American Eagle	357 SIG	125gr FMJ	Case	1000	AE357S2	N/A	N/A	\$260.77
Federal	American Eagle	380 Auto	95gr FMJ	Case	1000	AE380AP	N/A	N/A	\$270.62
Federal	American Eagle	40 S&W	180gr FMJ	Case	1000	AE40R1	N/A	N/A	\$260.77
Federal	American Eagle	40 S&W	155gr FMJ	Case	1000	AE40R2	N/A	N/A	\$260.77
Federal	American Eagle	40 S&W	165gr FMJ	Case	1000	AE40R3	N/A	N/A	\$260.77
Federal	American Eagle	45 Auto	230gr FMJ	Case	1000	AE45A	N/A	N/A	\$323.13
Federal	American Eagle	9mm	124gr FMJ	Case	1000	AE9AP	N/A	N/A	\$204.08
Federal	American Eagle	9mm	115gr FMJ	Case	1000	AE9DP	N/A	N/A	\$204.08
Federal	American Eagle	9mm	147gr FMJ FP	Case	1000	AE9FP	N/A	N/A	\$209.76

Federal	Ballisticlean	223 Rem	55gr Frangible	Case	500	BC223NT5A	N/A	N/A	\$255.10
Federal	Power Shock	12 Gauge	000 Buck	Case	250	F127 000	N/A	N/A	\$127.55
Federal	Gold Medal Match	223 Rem	69gr SMK BTHP	Case	200	GM223M	N/A	N/A	\$165.81
Federal	Gold Medal Match	308 Win	168gr SMK BTHP	Case	200	GM308M	N/A	N/A	\$165.81
Federal	Tactical Buckshot	12 Gauge	00 Buck	Case	250	LE127 00	N/A	N/A	\$127.55
Federal	Tactical Rifled Slugs	12 Gauge	1oz Hydra-Shok HP	Case	250	LE127 RS	N/A	N/A	\$133.93
Federal	Tactical Buckshot	12 Gauge	00 Buck Low Recoil	Case	250	LE132 00	N/A	N/A	\$127.55
Federal	Tactical Buckshot	12 Gauge	#1 Buck	Case	250	LE132 1B	N/A	N/A	\$146.40
Federal	Tactical Buckshot	12 Gauge	00 Buck 8 Pellet	Case	250	LE133 00	N/A	N/A	\$127.55
Federal	Tactical Rifle	223 Rem	55gr Bonded SP	Case	200	LE223T1	N/A	N/A	\$191.33
Federal	Tactical Rifle	223 Rem	62gr Bonded SP	Case	200	LE223T3	N/A	N/A	\$191.33
Federal	Tactical Rifle	308 Win	165gr Bonded SP	Case	200	LE308T1	N/A	N/A	\$216.84
Federal	Tactical Rifle	308 Win	168gr Bonded Tip	Case	200	LE308TT2	N/A	N/A	\$223.21
Federal	Tactical Rifled Slugs	12 Gauge	1oz Truball	Case	250	LEB127 DPRS	N/A	N/A	\$165.81
Federal	Tactical Rifled Slugs	12 Gauge	1oz Low Recoil	Case	250	LEB127 LRS	N/A	N/A	\$133.93
Federal	Tactical Rifled Slugs	12 Gauge	1oz Ball Slug	Case	250	LEB127 RS	N/A	N/A	\$140.30
Federal	Tactical Rifled Slugs	12 Gauge	1oz	Case	250	LEF127 RS	N/A	N/A	\$133.93
Federal	HST Premium	40 S&W	180gr HP	Case	1000	P40HST1	N/A	N/A	\$363.53
Federal	HST Premium	40 S&W	165gr HP	Case	1000	P40HST3	N/A	N/A	\$363.53
Federal	HST Premium	45 Auto +P	230gr HP	Case	1000	P45HST1	N/A	N/A	\$395.41
Federal	HST Premium	45 Auto	230gr HP	Case	1000	P45HST2	N/A	N/A	\$395.41
Federal	HST Premium	9mm	124gr HP	Case	1000	P9HST1	N/A	N/A	\$286.99
Federal	HST Premium	9mm	147gr HP	Case	1000	P9HST2	N/A	N/A	\$293.36
Federal	HST Premium	9mm +P	124gr HP	Case	1000	P9HST3	N/A	N/A	\$299.75
Federal	Tactical Rifle Urban	223 Rem	55gr SP	Case	500	T223A	N/A	N/A	\$210.46
Federal	Tactical Rifle Urban	223 Rem	55gr HP	Case	500	T223E	N/A	N/A	\$261.48
Federal	Tactical Rifle Urban	223 Rem	55gr Ballistic Tip	Case	500	T223F	N/A	N/A	\$357.14
Federal	Tactical Rifle Urban	223 Rem	64gr SP	Case	500	T223L	N/A	N/A	\$235.98
Federal		5.56 NATO	55gr FMJBT	Case	500	XM193	N/A	N/A	\$158.73
Federal		5.56 NATO	55gr FMJBT Clipped	Case	450	XM193AF90	N/A	N/A	\$158.73
Federal		7.62 NATO	147gr FMJ Linked	Case	800	XMA143MS	N/A	N/A	\$765.31
Force on Force	Marking Round	5.56 NATO	Blue	Case	500	FF556B1	N/A	N/A	\$294.12
Force on Force	Marking Round	5.56 NATO	Green	Case	500	FF556G1	N/A	N/A	\$294.12
Force on Force	Marking Round	5.56 NATO	Red	Case	500	FF556R1	N/A	N/A	\$294.12
Force on Force	Marking Round	5.56 NATO	White	Case	500	FF556W1	N/A	N/A	\$294.12
Force on Force	Marking Round	5.56 NATO	Yellow	Case	500	FF556Y1	N/A	N/A	\$294.12
Force on Force	Marking Round	9mm	Blue	Case	500	FF9B2	N/A	N/A	\$252.11
Force on Force	Marking Round	9mm	Black	Case	500	FF9BLK2	N/A	N/A	\$252.11
Force on Force	Marking Round	9mm	Green	Case	500	FF9G2	N/A	N/A	\$252.11
Force on Force	Marking Round	9mm	Non-Marking	Case	500	FF9NM2	N/A	N/A	\$300.12
Force on Force	Marking Round	9mm	Red	Case	500	FF9R2	N/A	N/A	\$252.11
Force on Force	Marking Round	9mm	White	Case	500	FF9W2	N/A	N/A	\$252.11
Force on Force	Marking Round	9mm	Yellow	Case	500	FF9Y2	N/A	N/A	\$252.11



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
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and Council

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

Date: November 14, 2017

Subject: Discussion and consideration of accepting the bid, of Berk-Cohen Associates at Fairfax, LLC for the sale of a small parcel of real estate located within the corporate boundaries of the City of Midwest City generally located at the northwest corner of NE 10th Street and Midwest Boulevard on the eastern boundary of the Fairfax Apartments shown as Public Recreation and Channel Right of Way being more fully described on the Exhibits A & B attached hereto.

The sale of the property is required for a drainage improvement project. Notice was published Friday October 13, and bids were received on Tuesday October 24th, 2017. Berk-Cohen Associates at Fairfax, LLC was the sole bidder, as shown on the attached bid, in the amount of Three Thousand One Hundred (\$3,100.00). The City of Midwest City is to convey its interest created by way of the Public Recreation and Channel Right of Way, shown in the plat of Soldier Creek Estates, being more particularly described in Exhibits A & B.

Staff recommends accepting the bid and conveying the interest of the City of Midwest City shown in exhibits A & B attached.

Patrick Menefee, P.E.
City Engineer

PM:lkb

Attachments

EXHIBIT A

LEGAL DESCRIPTION

Fairfax Apartments
Soldier Creek

Easement

May 1, 2017

A tract of land being a part of the Southeast Quarter (SE/4) of Section Twenty-seven (27), Township Twelve (12) North, Range Two (2) West of the Indian Meridian, Midwest City, Oklahoma County, Oklahoma, and being a portion the PUBLIC RECREATION & CHANNEL RIGHT-OF-WAY as shown on SOLDIER CREEK ESTATES (Book 43, Page 27), said tract being more particularly described as follows:

BEGINNING at the Northwest (NW) Corner of said PUBLIC RECREATION & CHANNEL RIGHT-OF-WAY (PR&C R/W);

THENCE North 89°43'36" East, along and with the North line of said PR&C R/W, a distance of 20.77 feet;

THENCE South 08°29'24" West, departing said North line, a distance of 165.33 feet;

THENCE South 24°02'04" East, a distance of 16.46 feet;

THENCE South 09°15'41" West, a distance of 39.69 feet;

THENCE South 14°01'25" East, a distance of 164.69 feet;

THENCE South 11°32'39" East, a distance of 172.42 feet;

THENCE South 78°27'21" West, a distance of 7.08 feet to a point on the West line of said PR&C R/W;

THENCE, along and with the West line of said PR&C R/W, the following three calls:

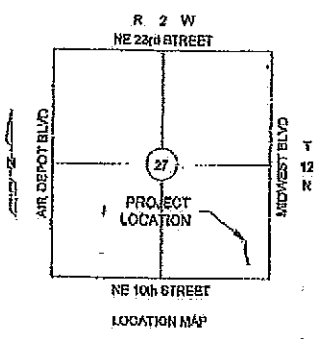
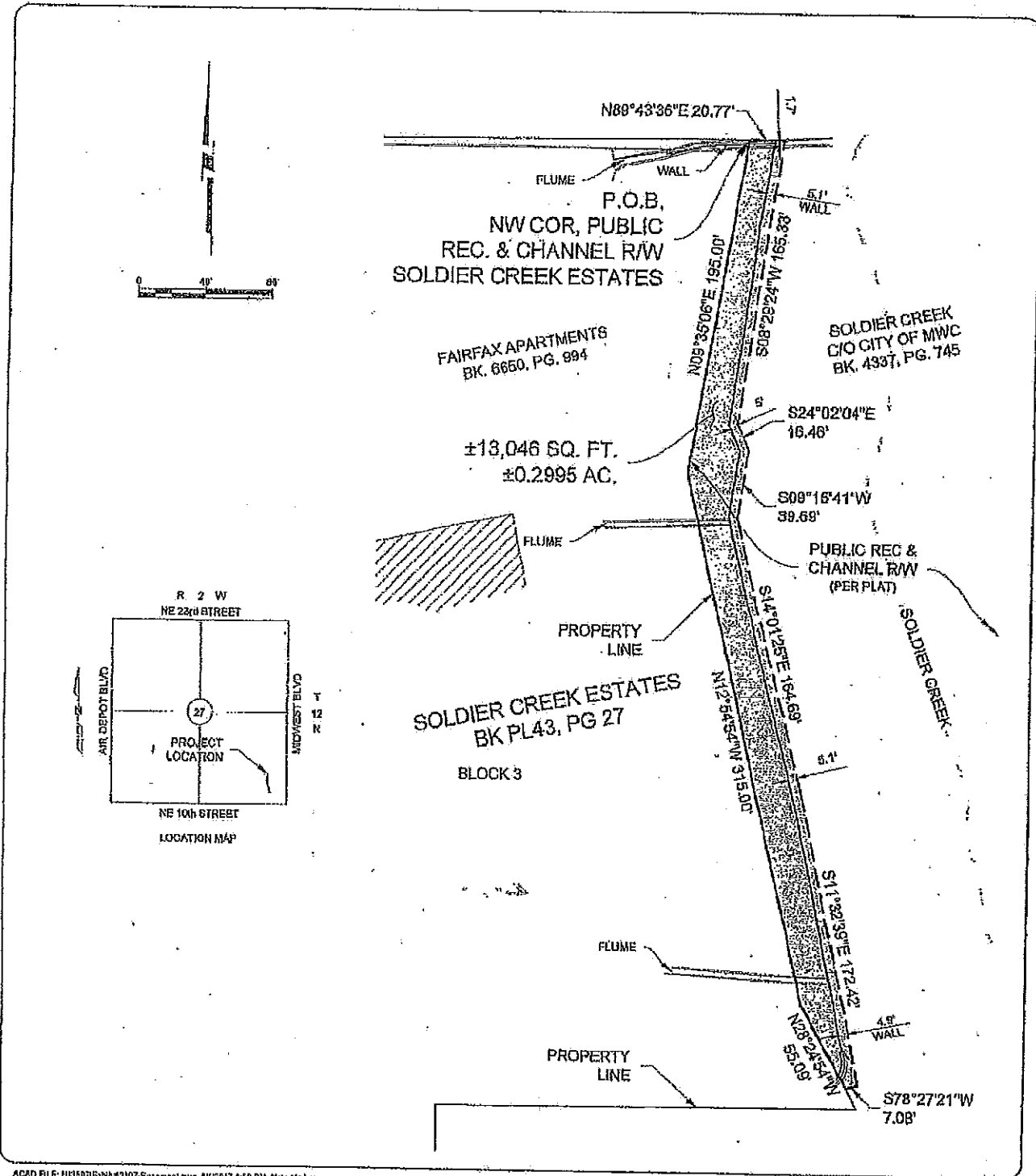
1. North 28°24'54" West, a distance of 55.09 feet;
2. North 12°54'54" West, a distance of 315.00 feet;
3. North 09°35'06" East, a distance of 195.00 feet to the POINT OF BEGINNING.

Containing 13,046 square feet or 0.2995 acres, more or less.

Basis of Bearing: Grid North as established by state plane datum (Oklahoma State Plane North Zone NAD83)

Note: Bearings must be rotated clockwise 0°24'54" to match the bearings shown on SOLDIER CREEK ESTATES

EXHIBIT B



ACAD FILE: H:\140716\N43307-Easement.dwg, 01/12/2017 1:59 PM (New Station)
 XREFS LOADED: 2507-bdy.dwg 3107-1499.dwg

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Proj. No.:	3807
Date:	06-01-17
Scale:	1"=80'

**FAIRFAX APARTMENTS
 SOLDIER CREEK**
 MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA
EASEMENT 11

Johnson & Associates, Inc.
 1 E. Sheridan Ave., Suite 200
 Oklahoma City, OK 73104
 Phone: (405) 253-2017 Fax: (405) 253-2020
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Invitation for Sealed Bids

CITY OF MIDWEST CITY
100 N. MIDWEST BOULEVARD
MIDWEST CITY, OK 73110

Write legibly in ink or use typewriter. Please see instructions on next page.

Published in: Beacon

Date Advertised: October 13, 2017

Bids must be in the Office of the City Clerk by no later than 2:00 p.m. on October 24, 2017

IMPORTANT: Bid envelope must indicate bid item enclosed and date of bid opening.

\$13,100.00

Description:

Total Net Price:

Sale of a small parcel of real property generally located northwest of the corner of NE 10th Street and Midwest Boulevard on the Eastern Boundary of the Fairfax apartments and authorizing the sale of said real estate by auction to the highest and best bidder meeting specifications and providing that said small parcel of real property be closed to public use; area containing 13,046 square feet or 0.2995 acres more or less. See attached Exhibits A & B.

\$2,000 minimum bid required. Bidder must remove storm water wall or bring the storm water wall up to City Code.

FIRM **BERK-COHEN ASSOCIATES**
AT FAIRFAX, L.L.C. BY **STEVEN P. METHENY** *steven*

ADDRESS **101 PARK AVENUE,** TITLE **AUTHORIZED AGENT/ATTORNEY**
SUITE 200
OKLAHOMA CITY, OK 73102

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

Matthew D. Dukes II, Mayor

Sara Hancock, City Clerk

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

Philip Anderson, Acting City Attorney

METHENY & POINTER
ATTORNEYS AND COUNSELORS AT LAW
101 PARK AVENUE, SUITE 200
OKLAHOMA CITY, OK 73102-7201

HAND-DELIVERED

Sara Hancock, City Clerk
Office of the City Clerk
The City of Midwest City
100 North Midwest Boulevard
Midwest City, Oklahoma 73110-4327

BID RECEIVED

OCT 20 2017

MIDWEST CITY
CITY CLERK'S OFFICE
11:40AM

10-24-17
Bid @
2pm

BID ITEM ENCLOSED
Bid Opening Date: 11/14/2017 at 7:00 p.m. or later.
Property Description: Parcel of land located northwest of the
corner of NE 10th Street and Midwest Boulevard containing
13,046 square feet or 0.2995 acres, more or less.



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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Kathy Spivey, GIS Coordinator

To: Honorable Mayor and Council

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

Date: November 14th, 2017

Subject: Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055170662 from the State Department of Environmental Quality for the Verizon Retail Store Sewer Line Extension, Midwest City, Oklahoma.

Permit No. SL000055170662 is for the construction of 480 L.F. of eight inch (8") of sewer line to serve the Verizon Retail Store Sewer Line Extension, Midwest City, Oklahoma.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.
City Engineer



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

October 6, 2017

J. Guy Henson, City Manager
City of Midwest City
100 N. Midwest Blvd
Midwest City, Oklahoma 73110

Re: Permit No.: SL000055170662
City of Midwest City
Verizon Retail Store
Sewer Line Extension Project
Facility No.: S-20541

Dear Mr. Henson:

Enclosed is Permit No.: SL000055170662 for the construction of approximately 480 L. F. of eight (8) inch sewer line and appurtenances to serve the City of Midwest City Verizon Retail Store Sewer Line Extension Project, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on October 6, 2017. Any deviations from the approved plans and specifications affecting capacity, flow, or operation of units must be approved, in writing, by the Department before changes are made.

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

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

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

Robert B. Walker
Construction Permit Section
Water Quality Division

RBW/RC/ag

Enclosure

c: Oklahoma City DEQ Office
Bruce Vande Lune, R. S., Regional Manager, DEQ
Gary Brickley, P. E., Fox, Drechsler, & Brickley, Inc.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000055170662

SEWER LINES

FACILITY NO.: S-20541

PERMIT TO CONSTRUCT

October 6, 2017

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct approximately 480 L. F. of eight (8) inch sewer line and appurtenances to serve the City of Midwest City Verizon Retail Store Sewer Line Extension Project, located in part of SW-1/4, SW-1/4, NW-1/4, Section 9, T-11-N, R-2-W, I. M., Oklahoma County, Oklahoma, in accordance with the plans approved October 6, 2017.

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

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

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





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT NO.: SL000055170662

SEWER LINES

FACILITY NO.: S-20541

PERMIT TO CONSTRUCT

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

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

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division





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
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and Council

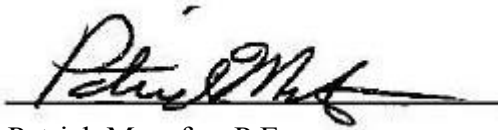
From: Patrick Menefee, P.E., City Engineer

Date: November 14th, 2017

Subject: Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055160959 from the State Department of Environmental Quality for the Sundance Addition Section 5 Waterline Extension, Midwest City, Oklahoma.

Permit No. WL000055160959 is for the construction of 829 L.F. of eight inch (8") and 382 L.F. of six inch (6") water line to serve the Sundance Addition Section 5 Waterline Extension, Midwest City, Oklahoma.

Staff recommends acceptance as this is consistent with past policy.



Patrick Menefee, P.E.
City Engineer



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

October 04, 2017

Mr. J. Guy Henson, City Manager
City of Midwest City
100 N. Midwest Blvd
Midwest City, Oklahoma 73110

Re: Permit No. WL000055160959
City of Midwest City Sundance Addition Section 5
Facility No. 1020806

Dear Mr. Henson:

Enclosed is Permit No. WL000055160959 for the construction of 829 linear feet of eight (8) inch PVC potable waterline, 382 linear feet of six (6) inch PVC potable waterline, and all appurtenances to serve the City of Midwest City Sundance Addition Section 5, Oklahoma County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on October 04, 2017. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

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

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in black ink, appearing to read "Robert Walker", is written over a horizontal line.

Robert Walker
Construction Permit Section
Water Quality Division

RBW/HH/RC/ag

Enclosure

c: Bruce Vande Lune, Regional Manager, DEQ
OKLAHOMA CITY DEQ OFFICE
Christopher D. Anderson, P.E., SMC Consulting Engineers, P. C.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. WL000055160959

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

October 04, 2017

Pursuant to O.S. 27A 2-6-304, the City of Midwest City is hereby granted this Tier I Permit to construct 829 linear feet of eight (8) inch PVC potable waterline, 382 linear feet of six (6) inch PVC potable waterline, and all appurtenances to serve the City of Midwest City Sundance Addition Section 5, located in NE/4, of Section 9, T-11-N, R-1-W, Oklahoma County, Oklahoma, in accordance with the plans approved October 04, 2017.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

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

- 1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 1,000 gpm.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. WL000055160959

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. WL000055160959

WATER LINES

FACILITY No. 1020806

PERMIT TO CONSTRUCT

- 15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

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

A handwritten signature in cursive script, appearing to read 'Rocky Chen', is written above a horizontal line.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

✓ HH





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

ENGINEERING DIVISION
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COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Charles Belk, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and Council

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

Date: November 14th, 2017

Subject: Discussion and consideration of awarding the bid to and entering into a contract with MTZ Construction, Inc. in the amount of \$25,647.50 for the Air Depot Boulevard Rail Road Construction Project. (Continued from the October 10th, 2017 meeting.)

(Note that this item was continued at the October 10th, 2017 meeting. Staff has investigated if there were any notification or publication requirements attached to doing the maintenance to the crossing. Staff has spoken with the Corporation Commission and ODOT and the project has met all the necessary obligations to make it eligible for reimbursement if future grant funding becomes available.)

Staff received an estimate for the above referenced project and recommends award of the bid to MTZ Construction, Inc., which submitted the lowest and best bid meeting specifications in the amount of \$25,647.50. The funds for this project were approved by the accompanying Capital Improvement Committee item heard earlier as part of the CIP agenda.

Staff recommends awarding the bid to MTZ Construction, Inc.

Patrick Menefee, P.E.
City Engineer

Attachments



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

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: November 14, 2017

SUBJECT: Discussion and consideration of approving and entering into engagement letters with Grant Thornton LLP to perform GAAP audits for the calendar year ending December 31, 2016 for 1) Sooner Town Center, LLC and STC Lowe's LLC in an amount not to exceed \$38,000; and 2) Sooner Town Center II, LLC in the amount not to exceed \$25,000; and 3) Sooner Town Center III, LLC in the amount not to exceed \$20,000; and 4) authorizing the City Manager to act on behalf of the City during the audits to provide information, oversee the audit process and make determinations as required.

Grant Thornton is the CPA firm that performed the previous years' audits. Sooner Investment, the manager of the Downtown Redevelopment project, is recommending that we contract with Grant Thornton, based on their significant experience in the field of real estate development auditing and their experience with this development in particular, to perform the 2016 audits.

Attached for your review are the engagement letters with Grant Thornton. You will remember that Sooner Town Center II was created as a separate entity to develop the Dick's/Office Depot/McAllister's site and, therefore, must have its own separate audit. Sooner Town Center III was created as a separate entity to develop the Old Navy/Versona site and, therefore must have its own separate audit.

The costs of the audits are borne by each LLC. Approval of the engagement letter allows the City to be a participant in the audit and allows the City to review all audit working papers and related documents.

Staff recommends approval.

J. Guy Henson
City Manager

Attachments



Grant Thornton

August 30, 2017

Mr. Robert C. Collett
Managing Member
Sooner Town Center, LLC and STC Lowe's LLC
1111 Metropolitan Avenue, #700
Charlotte, NC 28204

Grant Thornton LLP
201 S. College Street
Suite 2500
Charlotte, NC 28244
T 704.632.3500
F 704.334.7701
www.GrantThornton.com

Mr. Matthew Dukes II
Mayor
The City of Midwest City, Oklahoma
100 N Midwest City Blvd
Midwest City, OK 73110

Dear Mr. Collett and Mr. Dukes:

Thank you for discussing with us the requirements of our forthcoming engagement. This letter (the "Engagement Letter") documents our mutual understanding of the arrangements for the services described herein.

Scope of services

Grant Thornton LLP ("Grant Thornton") will audit the consolidated balance sheet of Sooner Town Center, LLC and STC Lowe's LLC (collectively, the "Company"), as of December 31, 2016, and the related combined statements of operations, members' deficit, and cash flows for the year then ended.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America ("US GAAS") established by the American Institute of Certified Public Accountants ("AICPA"). An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

In assessing the risks of material misstatement, an auditor considers internal control relevant to the company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. An audit is not designed to identify control deficiencies or for the purpose of expressing an opinion on internal control; accordingly, we will not express such an opinion. However, we are responsible for communicating to you (hereinafter referred to as "those charged with governance") significant

deficiencies and material weaknesses in internal control that come to our attention during the course of our engagement.

When conducting an audit, the auditor is required to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether caused by error or fraud, to enable the auditor to express an opinion on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Although not absolute assurance, reasonable assurance is, nevertheless, a high level of assurance. However, an audit is not a guarantee of the accuracy of the financial statements. Even though the audit is properly planned and performed in accordance with professional standards, an unavoidable risk exists that some material misstatements may not be detected due to the inherent limitations of an audit, together with the inherent limitations of internal control. Also, an audit is not designed to detect errors or fraud that is immaterial to the financial statements.

Upon the completion of the foregoing audit and subject to its findings, we will render our report and communicate our findings in accordance with US GAAS. However, it is possible that circumstances may arise in which our report may differ from its expected form and content, resulting in a modified report or disclaimer of opinion. Further, if in our professional judgment the circumstances necessitate, we may resign from the engagement prior to completion.

Responsibilities of those charged with governance

Effective two-way communication with those charged with governance assists us in obtaining information relevant to the audit and also assists those charged with governance in fulfilling their responsibility to oversee the financial reporting process. Those charged with governance play an important role in the Company's internal control over financial reporting by setting a positive tone at the top and challenging the Company's activities in the financial arena. Accordingly, it is important for those charged with governance to communicate to us matters they believe are relevant to our engagement. As indicated below, management also has a responsibility to communicate certain matters to those charged with governance and to Grant Thornton.

In connection with our engagement, professional standards require us to communicate certain matters that come to our attention to those charged with governance, such as the following:

- fraud involving senior management and fraud that causes a material misstatement
- illegal acts, unless clearly inconsequential
- disagreements with management and other serious difficulties encountered
- qualitative aspects of significant accounting practices, including accounting policies, estimates, and disclosures
- audit adjustments and uncorrected misstatements, including missing disclosures.

Management responsibilities

As you are aware, the financial statements are the responsibility of management. Management is responsible for preparing and fairly presenting the financial statements in accordance with accounting principles generally accepted in the United States of America, which includes adopting sound accounting practices and complying with changes in accounting principles and related guidance. Management is also responsible for:

- providing us with access to all information of which they are aware that is relevant to the preparation and fair presentation of the financial statements, including all financial records, documentation of internal control and related information, and any additional information that we may request for audit purposes
- providing us with unrestricted access to persons within the Company from whom we determine it necessary to obtain audit evidence
- ensuring that the Company identifies and complies with all laws, regulations, contracts, and grants applicable to its activities and for informing us of any known violations
- designing, implementing, and maintaining internal control to enable the preparation and fair presentation of financial statements that are free of material misstatement, whether due to error or fraud, and for informing us of all known significant deficiencies and material weaknesses in, and significant changes in, such internal control
- informing us of their views about the risk of fraud within the Company and their awareness of any known or suspected fraud and the related corrective action proposed
- adjusting the financial statements, including disclosures, to correct material misstatements and for affirming to us in a representation letter that the effects of any uncorrected misstatements, including missing disclosures, aggregated by us during the current engagement, including those pertaining to the latest period presented, are immaterial, both individually and in the aggregate, to the financial statements as a whole
- informing us of any events occurring subsequent to the balance sheet date through the date of our auditor's report that may affect the financial statements or the related disclosures
- informing us of any subsequent discovery of facts that may have existed at the date of our auditor's report that may have affected the financial statements or the related disclosures.

To assist those charged with governance in fulfilling their responsibility to oversee the financial reporting process, management should discuss with those charged with governance the:

- adequacy of internal control and the identification of any significant deficiencies or material weaknesses, including the related corrective action proposed
- significant accounting policies, alternative treatments, and the reasons for the initial selection of, or change in, significant accounting policies

- process used by management in formulating particularly sensitive accounting judgments and estimates and whether the possibility exists that future events affecting these estimates may differ markedly from current judgments
- basis used by management in determining that uncorrected misstatements, including missing disclosures, are immaterial, both individually and in the aggregate, including whether any of these uncorrected misstatements could potentially cause future financial statements to be materially misstated.

We will require management's cooperation to complete our services. In addition, we will obtain, in accordance with professional standards, certain written representations from management, which we will rely upon.

Use of our report(s)

The inclusion, publication, or reproduction by the Company of our report(s) in documents such as private placement memoranda and regulatory filings containing information in addition to financial statements may require us to perform additional procedures to fulfill our professional or legal responsibilities. Accordingly, our report(s) should not be used for any such purposes without our prior permission. To avoid unnecessary delay or misunderstanding, it is important that the Company give us timely notice of its intention to issue any such document.

Other services

Supplementary information

Management is responsible for separately preparing the combined balance sheet and statement of operations, and other supplementary schedules including net operating income, debt service, net cash flow, and subtenant rents in accordance with SAS 119, *Supplementary Information in Relation to the Financial Statements as a Whole* (the "applicable criteria"). The supplementary schedules of net operating income, debt service, net cash flow, and subtenant rents will be prepared in compliance with the terms defined in the governing lease agreement with the City (the "Agreement"). Such supplementary information, which will be presented for purposes of additional analysis and is not a required part of the financial statements, will be subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures. These procedures will include comparing and reconciling the supplementary information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS. The purpose of our procedures will be to form and express an opinion as to whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

In connection with our procedures, management is responsible for informing us about:

- the methods of measurement and presentation of the supplementary information
- whether those methods have changed from the methods used in the prior period and the reasons for the change, if any

- any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management will present the supplementary information with the audited financial statements. Management is responsible for including our report on the supplementary information in any document that contains the supplementary information and that indicates we reported on it.

We will require management to provide us with certain written representations related to their responsibilities described above, including whether management believes the supplementary information (including its form and content) is fairly presented in accordance with the applicable criteria.

Related non-audit services

We will also perform certain bookkeeping services for the Company. The objective of such services will be to draft the Company's financial statements based on information in the trial balance and other information to be provided to us that is approved by you.

As mentioned previously, the financial statements, including the data and information set forth therein, are the responsibility of management. With respect to our bookkeeping services, however, management is also responsible for:

- making all management decisions and performing all management functions
- designating an individual who possesses suitable skills, knowledge, or experience, preferably within senior management, to oversee the services
- evaluating the adequacy and the results of the services performed
- accepting responsibility for the results of the services.

Accordingly, our bookkeeping services will not include management functions or making management decisions. However, we may provide advice, research materials, and recommendations to assist you in performing your responsibilities.

Other services

Any other services that you request will constitute a separate engagement that will be subject to our acceptance procedures.

Fees

Standard billings

Our billings for the services set forth in this Engagement Letter, which we have estimated will total \$38,000, will be rendered on an estimated basis and are payable within 20 days of receipt.

In addition, we will bill for our expenses, including an administrative charge of seven percent of fees to cover items such as copies, postage, supplies, computer and technology usage, software licensing, research and library databases, and similar expense items.

If it appears that the estimated fee will be exceeded, we will bring this to your attention.

From time to time, Grant Thornton may receive certain incentives in the form of bonuses and rewards from its corporate card and other vendors. Such incentives to the extent received will be retained by Grant Thornton to cover firm expenses.

Additional billings

Of course, circumstances may arise that will require us to do more work. Some of the more common circumstances include changing auditing, accounting, and reporting requirements from professional and regulatory bodies; incorrect accounting applications or errors in Company records; restatements; failure to furnish accurate and complete information to us on a timely basis; and unforeseen events, including legal and regulatory changes. We are enclosing an explanation of various matters that can cause us to perform work in excess of that contemplated by our fee estimate.

At Grant Thornton, we pride ourselves on our ability to provide outstanding service and meet our clients' deadlines. To help accomplish this goal, we work hard to have the right professionals available. This involves complex scheduling models to balance the needs of our clients and the utilization of our people, particularly during peak periods of the year. Last minute client requested scheduling changes result in costly downtime due to our inability to make alternate arrangements for our professional staff.

We will coordinate a convenient time for Grant Thornton to begin work. If, after scheduling our work, you do not provide proper notice, which we consider to be one week, of your inability to meet the agreed-upon date(s) for any reason, or do not provide us with sufficient information required to complete the work in a timely manner, additional billings will be rendered for any downtime of our professional staff.

Adoption of new accounting standards

Professional and regulatory bodies frequently issue new accounting standards and guidance. Sometimes, standards are issued and become effective in the same period, providing a limited implementation phase and preventing us from including the impact in our estimated fees. In such circumstances, we will discuss with you the additional audit procedures and related fees, including matters such as the retrospective application of accounting changes and changes in classification.

Other costs

Except with respect to a dispute or litigation between Grant Thornton and the Company, our costs and time spent in legal and regulatory matters or proceedings arising from our engagement, such as subpoenas, testimony, or consultation involving private litigation, arbitration, industry, or government regulatory inquiries, whether made at the Company's request or by subpoena, will be billed to the Company separately.

Professional standards impose additional responsibilities regarding the reporting of illegal acts that have or may have occurred. To fulfill our responsibilities, we may need to consult with

Company counsel or counsel of our choosing about any illegal acts that we become aware of. Additional fees, including legal fees, will be billed to the Company. The Company agrees to ensure full cooperation with any procedures that we may deem necessary to perform.

Right to terminate services for nonpayment

In the event of nonpayment, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this Engagement Letter, or (c) terminate our services. If we elect to suspend our services, such services will not be resumed until your account is paid as agreed. Alternatively, if we elect to terminate our services for nonpayment, the Company will be obligated to compensate us for all time expended and to reimburse us for all expenses through the date of termination.

Other matters

Relationship to Grant Thornton International Ltd

Grant Thornton is the U.S. member firm of Grant Thornton International Ltd (“GTIL”), an organization of independently owned and managed accounting and consulting firms. References to GTIL are to Grant Thornton International Ltd. GTIL and the member firms are not a worldwide partnership. Services are delivered independently by the member firms. These firms are not members of one international partnership or otherwise legal partners with each other internationally, nor is any one firm responsible for the services or activities of any other firm.

Use of third-party service providers and affiliates

Grant Thornton may use third-party service providers, such as independent contractors, specialists, or vendors, to assist in providing our professional services. We may also use GTIL member firms, other affiliates (including the GT US Shared Services Center India Private Limited and the Grant Thornton US Knowledge and Capability Center India Private Limited, affiliates of Grant Thornton located in Bangalore, India), or other accounting firms. Such entities may be located within or outside the United States.

Grant Thornton intends to use the professional services, technology, and resources of the following entity to assist us in the performance of the engagement:

- Capital Confirmation, Inc. – electronic bank confirmation services
214 Centerview Drive, Suite 265
Brentwood, Tennessee 37027
888-716-3577

Additionally, Grant Thornton may use third-party service providers to provide administrative or operational support to Grant Thornton, or to provide engagement team resource services. Such entities may be located within or outside the United States. All of these third party service providers are subject to confidentiality obligations to protect the confidentiality of client data.

You hereby consent and authorize us to disclose Company information to the GT US Shared Services Center India Private Limited and/or the Grant Thornton US Knowledge and Capability Center India Private Limited and the other above named entity for purposes of providing services to you.

Privacy

Grant Thornton is committed to protecting personal information. We will maintain such information in confidence in accordance with professional standards and governing laws. Therefore, any personal information provided to us by the Company will be kept confidential and not disclosed to any third party unless expressly permitted by the Company or required by law, regulation, legal process, or professional standards. The Company is responsible for obtaining, pursuant to law or regulation, consents from parties that provided the Company with their personal information, which will be obtained, used, and disclosed by Grant Thornton for its required purposes.

Documentation

The documentation for this engagement is the property of Grant Thornton and constitutes confidential information. We have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention.

Pursuant to law or regulation, we may be requested to make certain documentation available to regulators, governmental agencies, or their representatives (“Regulators”). If requested, access to the documentation will be provided to the Regulators under our supervision. We may also provide copies of selected documentation, which the Regulators may distribute to other governmental agencies or third parties. You hereby acknowledge we will allow and authorize us to allow the Regulators access to, and copies of, the documentation in this manner.

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During the course of our engagement, we may need to electronically transmit confidential information to each other and to third-party service providers or other entities engaged by either Grant Thornton or the Company. Electronic methods include telephones, cell phones, e-mail, secure file transfers, use of SharePoint sites, and fax. These technologies provide a fast and convenient way to communicate. However, all forms of electronic communication have inherent security weaknesses, and the risk of compromised confidentiality cannot be eliminated. The Company agrees to the use of electronic methods to transmit and receive information, including confidential information.

Standards of performance

We will perform our services in conformity with the terms expressly set forth in this Engagement Letter, including all applicable professional standards. Accordingly, our services shall be evaluated solely on our substantial conformance with such terms and standards. Any claim of nonconformance must be clearly and convincingly shown.

With respect to the services and this Engagement Letter, in no event shall the liability of Grant Thornton and its present, future, and former partners, principals, directors, employees, agents,

and contractors for any claim, including but not limited to Grant Thornton's own negligence, exceed the fees it receives for the portion of the work giving rise to such liability. This limitation shall not apply to the extent that it is finally determined that any claims, losses, or damages are the result of Grant Thornton's gross negligence or willful misconduct. In addition, Grant Thornton shall not be liable for any special, consequential, incidental, or exemplary damages or loss (nor any lost profits, interest, taxes, penalties, loss of savings, or lost business opportunity) even if Grant Thornton was advised in advance of such potential damages. This paragraph and the paragraph directly below shall apply to any type of claim asserted, including contract, statute, tort, or strict liability, whether by the Company, Grant Thornton, or others.

Further, the Company shall, upon receipt of written notice, indemnify and hold harmless Grant Thornton and its present, future, and former partners, principals, directors, employees, agents, and contractors from and against any liability and damages (including punitive damages), fees, expenses, losses, demands, and costs (including defense costs) associated with any claim arising from or relating to the Company's knowing misrepresentations or false or incomplete information provided to Grant Thornton. In the event of any controversy or claim against Grant Thornton arising from or related to the services described herein, Grant Thornton shall be entitled to defend itself from such controversy or claim and to participate in any settlement, administrative, or judicial proceedings.

It is expressly agreed by the Company and Grant Thornton that any claim by, or on behalf of either party, arising out of services or this Engagement Letter, whether it be in contract, tort, or otherwise, shall be deemed waived if a claim is asserted more than two (2) years from: (i) the date of the report(s) issued by Grant Thornton; or (ii) the date of this Engagement Letter if no report has been issued.

If because of a change in the Company's status or due to any other reason, any provision in this Engagement Letter would be prohibited by laws, regulations, or published interpretations by governmental bodies, commissions, state boards of accountancy, or other regulatory agencies, such provision shall, to that extent, be of no further force and effect, and the Engagement Letter shall consist of the remaining portions.

Dispute resolution

Any controversy or claim arising out of or relating to the services, related fees, or this Engagement Letter shall first be submitted to mediation. A mediator will be selected by agreement of the parties, or if the parties cannot agree, a mediator acceptable to all parties will be appointed by the American Arbitration Association ("AAA"). The mediation will proceed in accordance with the customary practice of mediation. In the unlikely event that any dispute or claim cannot be resolved by mediation, we both recognize that the matter will probably involve complex business or accounting issues that would be decided most equitably to us both by a judge hearing the evidence without a jury. Accordingly, to the extent now or hereafter permitted by applicable law, the Company and Grant Thornton agree to waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to our services or this Engagement Letter.

If the above jury trial waiver is determined to be prohibited by applicable law, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Grant Thornton office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (“FAA”) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that pre-hearing discovery must be specifically authorized by the arbitrator. The arbitrator will be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within 15 days of the parties’ agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

Authorization

This Engagement Letter sets forth the entire understanding between the Company and Grant Thornton regarding the services described herein and supersedes any previous proposals, correspondence, and understandings, whether written or oral. If any portion of this Engagement Letter is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

Please confirm your acceptance of this Engagement Letter by signing below and returning one copy to us in the enclosed self-addressed envelope.

Sincerely,

GRANT THORNTON LLP


Ronald E. Messenger
Partner

Enc: Matters that can cause work in excess of fee estimate

Agreed and accepted by:

SOONER TOWN CENTER, LLC AND STC LOWE'S LLC

Robert C. Collett, Managing Member

Date: _____

Kemp Woollen, Chief Financial Officer of Collett
As an agent for Sooner Town Center, LLC

Date: _____

THE CITY OF MIDWEST CITY

Matthew Dukes II, Mayor

Date: _____

Matters that can cause work in excess of fee estimate

We want you to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. However, in seeking to provide you with such value, we find there are various matters that can cause us to perform work in excess of that contemplated by our fee estimate. The following explains the matters that arise most frequently.

Changing requirements

Today, there are numerous governmental or rule-making bodies that regularly add or change various requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, three types of situations make this difficult. Sometimes, these new requirements are not communicated in time for us to anticipate their effects in our preliminary planning. Secondly, in spite of our anticipation and planning, the work necessary to comply with new requirements may be underestimated. Finally, in some instances, you may decide that it is advantageous to you to have the new requirements applied immediately.

Incorrect accounting applications or errors in your records

We generally form our fee estimates on the expectation that your accounting records are in good order so that our work can be completed based upon our normal testing and other procedures. However, should we find numerous errors, incomplete records, or disorganized bookkeeping methods, we will have to do additional work to determine that the necessary corrections have been made and properly reflected in the financial statements.

Lack of audit facilitation or timely preparation

To minimize your costs, we plan the means by which your personnel can facilitate the audit (for example, what schedules they will prepare, how to prepare them, the supporting documents that need to be provided, and so forth). We also discuss matters such as availability of your key personnel, deadlines, and working conditions. Indeed, the information concerning these matters that you furnish to us is a key element in our fee quotation. Therefore, if your personnel are unable, for whatever reasons, to provide these materials on a timely basis, it may substantially increase the work we must do to complete the engagement within the established deadlines. Moreover, in some circumstances, this may require a staff withdrawal, as discussed below.

Staff withdrawal

A staff withdrawal consists of our removing one or all staff because the condition of your records, or the inability of your personnel to provide agreed upon materials within the established timetable, makes it impossible for us to perform our work in a timely, efficient manner, as established by our engagement plan. Sometimes, a complete staff withdrawal is necessary to permit an orderly audit approach. A staff withdrawal is not necessarily an adverse reflection on your personnel. However, it involves additional costs, as we must reschedule our personnel, incur additional start-up costs, and so forth, to prevent total engagement costs from increasing significantly.

Unforeseen events

Even though we communicate frequently with clients and plan our engagement with management and their staff, unforeseen events can occur. Examples include accounting problems, litigation, changes in your business or business environment, contractual or other difficulties with suppliers, third-party service providers, or customers, and so forth. When those circumstances occur, additional time is needed to provide you with assistance and to complete our engagement in accordance with professional standards.

Again, we emphasize that we strive to give you optimum value for our professional services. Fee quotations are provided based upon the facts and circumstances that you describe to us. However, unlike the sale of products, the performance of professional services is affected by many variables, such as the foregoing, which may cause fee estimates to change.



Grant Thornton

August 30, 2017

Mr. Robert C. Collett
Managing Member
Sooner Town Center II, LLC
1111 Metropolitan Avenue, #700
Charlotte, NC 28204

Grant Thornton LLP
201 S. College Street
Suite 2500
Charlotte, NC 28244
T 704.632.3500
F 704.334.7701
www.GrantThornton.com

Mr. Matthew Dukes II
Mayor
The City of Midwest City, Oklahoma
100 N Midwest City Blvd
Midwest City, OK 73110

Mr. Matthew Dukes, II
Chairman
Midwest City Memorial Hospital Authority
100 North Midwest Blvd
Midwest City, OK 73110

Dear Mr. Collett and Mr. Dukes:

Thank you for discussing with us the requirements of our forthcoming engagement. This letter (the "Engagement Letter") documents our mutual understanding of the arrangements for the services described herein.

Scope of services

Grant Thornton LLP ("Grant Thornton") will audit the balance sheet of Sooner Town Center II, LLC (the "Company"), as of December 31, 2016, and the related statements of operations, members' deficit, and cash flows for the year then ended.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America ("US GAAS") established by the American Institute of Certified Public Accountants ("AICPA"). An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

In assessing the risks of material misstatement, an auditor considers internal control relevant to the company's preparation and fair presentation of the financial statements in order to design

audit procedures that are appropriate in the circumstances. An audit is not designed to identify control deficiencies or for the purpose of expressing an opinion on internal control; accordingly, we will not express such an opinion. However, we are responsible for communicating to you (hereinafter referred to as “those charged with governance”) significant deficiencies and material weaknesses in internal control that come to our attention during the course of our engagement.

When conducting an audit, the auditor is required to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether caused by error or fraud, to enable the auditor to express an opinion on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Although not absolute assurance, reasonable assurance is, nevertheless, a high level of assurance. However, an audit is not a guarantee of the accuracy of the financial statements. Even though the audit is properly planned and performed in accordance with professional standards, an unavoidable risk exists that some material misstatements may not be detected due to the inherent limitations of an audit, together with the inherent limitations of internal control. Also, an audit is not designed to detect errors or fraud that is immaterial to the financial statements.

Upon the completion of the foregoing audit and subject to its findings, we will render our report and communicate our findings in accordance with US GAAS. However, it is possible that circumstances may arise in which our report may differ from its expected form and content, resulting in a modified report or disclaimer of opinion. Further, if in our professional judgment the circumstances necessitate, we may resign from the engagement prior to completion.

Responsibilities of those charged with governance

Effective two-way communication with those charged with governance assists us in obtaining information relevant to the audit and also assists those charged with governance in fulfilling their responsibility to oversee the financial reporting process. Those charged with governance play an important role in the Company’s internal control over financial reporting by setting a positive tone at the top and challenging the Company’s activities in the financial arena. Accordingly, it is important for those charged with governance to communicate to us matters they believe are relevant to our engagement. As indicated below, management also has a responsibility to communicate certain matters to those charged with governance and to Grant Thornton.

In connection with our engagement, professional standards require us to communicate certain matters that come to our attention to those charged with governance, such as the following:

- fraud involving senior management and fraud that causes a material misstatement
- illegal acts, unless clearly inconsequential
- disagreements with management and other serious difficulties encountered
- qualitative aspects of significant accounting practices, including accounting policies, estimates, and disclosures

- audit adjustments and uncorrected misstatements, including missing disclosures.

Management responsibilities

As you are aware, the financial statements are the responsibility of management. Management is responsible for preparing and fairly presenting the financial statements in accordance with accounting principles generally accepted in the United States of America, which includes adopting sound accounting practices and complying with changes in accounting principles and related guidance. Management is also responsible for:

- providing us with access to all information of which they are aware that is relevant to the preparation and fair presentation of the financial statements, including all financial records, documentation of internal control and related information, and any additional information that we may request for audit purposes
- providing us with unrestricted access to persons within the Company from whom we determine it necessary to obtain audit evidence
- ensuring that the Company identifies and complies with all laws, regulations, contracts, and grants applicable to its activities and for informing us of any known violations
- designing, implementing, and maintaining internal control to enable the preparation and fair presentation of financial statements that are free of material misstatement, whether due to error or fraud, and for informing us of all known significant deficiencies and material weaknesses in, and significant changes in, such internal control
- informing us of their views about the risk of fraud within the Company and their awareness of any known or suspected fraud and the related corrective action proposed
- adjusting the financial statements, including disclosures, to correct material misstatements and for affirming to us in a representation letter that the effects of any uncorrected misstatements, including missing disclosures, aggregated by us during the current engagement, including those pertaining to the latest period presented, are immaterial, both individually and in the aggregate, to the financial statements as a whole
- informing us of any events occurring subsequent to the balance sheet date through the date of our auditor's report that may affect the financial statements or the related disclosures
- informing us of any subsequent discovery of facts that may have existed at the date of our auditor's report that may have affected the financial statements or the related disclosures.

To assist those charged with governance in fulfilling their responsibility to oversee the financial reporting process, management should discuss with those charged with governance the:

- adequacy of internal control and the identification of any significant deficiencies or material weaknesses, including the related corrective action proposed

- significant accounting policies, alternative treatments, and the reasons for the initial selection of, or change in, significant accounting policies
- process used by management in formulating particularly sensitive accounting judgments and estimates and whether the possibility exists that future events affecting these estimates may differ markedly from current judgments
- basis used by management in determining that uncorrected misstatements, including missing disclosures, are immaterial, both individually and in the aggregate, including whether any of these uncorrected misstatements could potentially cause future financial statements to be materially misstated.

We will require management's cooperation to complete our services. In addition, we will obtain, in accordance with professional standards, certain written representations from management, which we will rely upon.

Use of our report(s)

The inclusion, publication, or reproduction by the Company of our report(s) in documents such as private placement memoranda and regulatory filings containing information in addition to financial statements may require us to perform additional procedures to fulfill our professional or legal responsibilities. Accordingly, our report(s) should not be used for any such purposes without our prior permission. To avoid unnecessary delay or misunderstanding, it is important that the Company give us timely notice of its intention to issue any such document.

Other services

Supplementary information

Management is responsible for separately preparing the balance sheet and statement of operations, and other supplementary schedules including net operating income, debt service, net cash flow, and subtenant rents in accordance with SAS 119, *Supplementary Information in Relation to the Financial Statements as a Whole* (the "applicable criteria"). The supplementary schedules of net operating income, debt service, net cash flow, and subtenant rents will be prepared in compliance with the terms as defined in the governing lease agreement with the City (the "Agreement"). Such supplementary information, which will be presented for purposes of additional analysis and is not a required part of the financial statements, will be subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures. These procedures will include comparing and reconciling the supplementary information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS. The purpose of our procedures will be to form and express an opinion as to whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

In connection with our procedures, management is responsible for informing us about:

- the methods of measurement and presentation of the supplementary information

- whether those methods have changed from the methods used in the prior period and the reasons for the change, if any
- any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management will present the supplementary information with the audited financial statements. Management is responsible for including our report on the supplementary information in any document that contains the supplementary information and that indicates we reported on it.

We will require management to provide us with certain written representations related to their responsibilities described above, including whether management believes the supplementary information (including its form and content) is fairly presented in accordance with the applicable criteria.

Related non-audit services

We will also perform certain bookkeeping services for the Company. The objective of such services will be to draft the Company's financial statements based on information in the trial balance and other information to be provided to us that is approved by you.

As mentioned previously, the financial statements, including the data and information set forth therein, are the responsibility of management. With respect to our bookkeeping services, however, management is also responsible for:

- making all management decisions and performing all management functions
- designating an individual who possesses suitable skills, knowledge, or experience, preferably within senior management, to oversee the services
- evaluating the adequacy and the results of the services performed
- accepting responsibility for the results of the services.

Accordingly, our bookkeeping services will not include management functions or making management decisions. However, we may provide advice, research materials, and recommendations to assist you in performing your responsibilities.

Other services

Any other services that you request will constitute a separate engagement that will be subject to our acceptance procedures.

Fees

Standard billings

Our billings for the services set forth in this Engagement Letter, which we have estimated will total \$25,000, will be rendered on an estimated basis and are payable within 20 days of receipt.

In addition, we will bill for our expenses, including an administrative charge of seven percent of fees to cover items such as copies, postage, supplies, computer and technology usage, software licensing, research and library databases, and similar expense items.

If it appears that the estimated fee will be exceeded, we will bring this to your attention.

From time to time, Grant Thornton may receive certain incentives in the form of bonuses and rewards from its corporate card and other vendors. Such incentives to the extent received will be retained by Grant Thornton to cover firm expenses.

Additional billings

Of course, circumstances may arise that will require us to do more work. Some of the more common circumstances include changing auditing, accounting, and reporting requirements from professional and regulatory bodies; incorrect accounting applications or errors in Company records; restatements; failure to furnish accurate and complete information to us on a timely basis; and unforeseen events, including legal and regulatory changes. We are enclosing an explanation of various matters that can cause us to perform work in excess of that contemplated by our fee estimate.

At Grant Thornton, we pride ourselves on our ability to provide outstanding service and meet our clients' deadlines. To help accomplish this goal, we work hard to have the right professionals available. This involves complex scheduling models to balance the needs of our clients and the utilization of our people, particularly during peak periods of the year. Last minute client requested scheduling changes result in costly downtime due to our inability to make alternate arrangements for our professional staff.

We will coordinate a convenient time for Grant Thornton to begin work. If, after scheduling our work, you do not provide proper notice, which we consider to be one week, of your inability to meet the agreed-upon date(s) for any reason, or do not provide us with sufficient information required to complete the work in a timely manner, additional billings will be rendered for any downtime of our professional staff.

Adoption of new accounting standards

Professional and regulatory bodies frequently issue new accounting standards and guidance. Sometimes, standards are issued and become effective in the same period, providing a limited implementation phase and preventing us from including the impact in our estimated fees. In such circumstances, we will discuss with you the additional audit procedures and related fees, including matters such as the retrospective application of accounting changes and changes in classification.

Other costs

Except with respect to a dispute or litigation between Grant Thornton and the Company, our costs and time spent in legal and regulatory matters or proceedings arising from our engagement, such as subpoenas, testimony, or consultation involving private litigation,

arbitration, industry, or government regulatory inquiries, whether made at the Company's request or by subpoena, will be billed to the Company separately.

Professional standards impose additional responsibilities regarding the reporting of illegal acts that have or may have occurred. To fulfill our responsibilities, we may need to consult with Company counsel or counsel of our choosing about any illegal acts that we become aware of. Additional fees, including legal fees, will be billed to the Company. The Company agrees to ensure full cooperation with any procedures that we may deem necessary to perform.

Right to terminate services for nonpayment

In the event of nonpayment, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this Engagement Letter, or (c) terminate our services. If we elect to suspend our services, such services will not be resumed until your account is paid as agreed. Alternatively, if we elect to terminate our services for nonpayment, the Company will be obligated to compensate us for all time expended and to reimburse us for all expenses through the date of termination.

Other matters

Relationship to Grant Thornton International Ltd

Grant Thornton is the U.S. member firm of Grant Thornton International Ltd ("GTIL"), an organization of independently owned and managed accounting and consulting firms. References to GTIL are to Grant Thornton International Ltd. GTIL and the member firms are not a worldwide partnership. Services are delivered independently by the member firms. These firms are not members of one international partnership or otherwise legal partners with each other internationally, nor is any one firm responsible for the services or activities of any other firm.

Use of third-party service providers and affiliates

Grant Thornton may use third-party service providers, such as independent contractors, specialists, or vendors, to assist in providing our professional services. We may also use GTIL member firms, other affiliates (including the GT US Shared Services Center India Private Limited and the Grant Thornton US Knowledge and Capability Center India Private Limited, affiliates of Grant Thornton located in Bangalore, India), or other accounting firms. Such entities may be located within or outside the United States.

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judge hearing the evidence without a jury. Accordingly, to the extent now or hereafter permitted by applicable law, the Company and Grant Thornton agree to waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to our services or this Engagement Letter.

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Sincerely,

GRANT THORNTON LLP


Ronald E. Messenger
Partner

Enc: Matters that can cause work in excess of fee estimate

Agreed and accepted by:

SOONER TOWN CENTER II, LLC

Robert C. Collett, Managing Member

Date: _____

Kemp Woollen, Chief Financial Officer of Collett
As an agent for Sooner Town Center II, LLC

Date: _____

THE CITY OF MIDWEST CITY

Matthew Dukes II, Mayor

Date: _____

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

Matthew Dukes II, Chairman

Date: _____

Matters that can cause work in excess of fee estimate

We want you to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. However, in seeking to provide you with such value, we find there are various matters that can cause us to perform work in excess of that contemplated by our fee estimate. The following explains the matters that arise most frequently.

Changing requirements

Today, there are numerous governmental or rule-making bodies that regularly add or change various requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, three types of situations make this difficult. Sometimes, these new requirements are not communicated in time for us to anticipate their effects in our preliminary planning. Secondly, in spite of our anticipation and planning, the work necessary to comply with new requirements may be underestimated. Finally, in some instances, you may decide that it is advantageous to you to have the new requirements applied immediately.

Incorrect accounting applications or errors in your records

We generally form our fee estimates on the expectation that your accounting records are in good order so that our work can be completed based upon our normal testing and other procedures. However, should we find numerous errors, incomplete records, or disorganized bookkeeping methods, we will have to do additional work to determine that the necessary corrections have been made and properly reflected in the financial statements.

Lack of audit facilitation or timely preparation

To minimize your costs, we plan the means by which your personnel can facilitate the audit (for example, what schedules they will prepare, how to prepare them, the supporting documents that need to be provided, and so forth). We also discuss matters such as availability of your key personnel, deadlines, and working conditions. Indeed, the information concerning these matters that you furnish to us is a key element in our fee quotation. Therefore, if your personnel are unable, for whatever reasons, to provide these materials on a timely basis, it may substantially increase the work we must do to complete the engagement within the established deadlines. Moreover, in some circumstances, this may require a staff withdrawal, as discussed below.

Staff withdrawal

A staff withdrawal consists of our removing one or all staff because the condition of your records, or the inability of your personnel to provide agreed upon materials within the established timetable, makes it impossible for us to perform our work in a timely, efficient manner, as established by our engagement plan. Sometimes, a complete staff withdrawal is necessary to permit an orderly audit approach. A staff withdrawal is not necessarily an adverse reflection on your personnel. However, it involves additional costs, as we must reschedule our personnel, incur additional start-up costs, and so forth, to prevent total engagement costs from increasing significantly.

Unforeseen events

Even though we communicate frequently with clients and plan our engagement with management and their staff, unforeseen events can occur. Examples include accounting problems, litigation, changes in your business or business environment, contractual or other difficulties with suppliers, third-party service providers, or customers, and so forth. When those circumstances occur, additional time is needed to provide you with assistance and to complete our engagement in accordance with professional standards.

Again, we emphasize that we strive to give you optimum value for our professional services. Fee quotations are provided based upon the facts and circumstances that you describe to us. However, unlike the sale of products, the performance of professional services is affected by many variables, such as the foregoing, which may cause fee estimates to change.



Grant Thornton

August 30, 2017

Mr. Robert C. Collett
Managing Member
Sooner Town Center III, LLC
1111 Metropolitan Avenue, #700
Charlotte, NC 28204

Mr. Matthew Dukes II
Mayor
The City of Midwest City, Oklahoma
100 N Midwest City Blvd
Midwest City, OK 73110

Mr. Matthew Dukes, II
Chairman
Midwest City Memorial Hospital Authority
100 North Midwest Blvd
Midwest City, OK 73110

Grant Thornton LLP
201 S. College Street
Suite 2500
Charlotte, NC 28244
T 704.632.3500
F 704.334.7701
www.GrantThornton.com

Dear Mr. Collett and Mr. Dukes:

Thank you for discussing with us the requirements of our forthcoming engagement. This letter (the "Engagement Letter") documents our mutual understanding of the arrangements for the services described herein.

Scope of services

Grant Thornton LLP ("Grant Thornton") will audit the balance sheet of Sooner Town Center III, LLC (the "Company"), as of December 31, 2016, and the related statements of operations, members' deficit, and cash flows for the year then ended.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America ("US GAAS") established by the American Institute of Certified Public Accountants ("AICPA"). An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

In assessing the risks of material misstatement, an auditor considers internal control relevant to the company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. An audit is not designed to identify control deficiencies or for the purpose of expressing an opinion on internal control; accordingly, we will not express such an opinion. However, we are responsible for communicating to the board of directors (hereinafter referred to as "those charged with governance") significant deficiencies and material weaknesses in internal control that come to our attention during the course of our engagement.

When conducting an audit, the auditor is required to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether caused by error or fraud, to enable the auditor to express an opinion on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Although not absolute assurance, reasonable assurance is, nevertheless, a high level of assurance. However, an audit is not a guarantee of the accuracy of the financial statements. Even though the audit is properly planned and performed in accordance with professional standards, an unavoidable risk exists that some material misstatements may not be detected due to the inherent limitations of an audit, together with the inherent limitations of internal control. Also, an audit is not designed to detect errors or fraud that is immaterial to the financial statements.

Upon the completion of the foregoing audit and subject to its findings, we will render our report and communicate our findings in accordance with US GAAS. However, it is possible that circumstances may arise in which our report may differ from its expected form and content, resulting in a modified report or disclaimer of opinion. Further, if in our professional judgment the circumstances necessitate, we may resign from the engagement prior to completion.

Responsibilities of those charged with governance

Effective two-way communication with those charged with governance assists us in obtaining information relevant to the audit and also assists those charged with governance in fulfilling their responsibility to oversee the financial reporting process. Those charged with governance play an important role in the Company's internal control over financial reporting by setting a positive tone at the top and challenging the Company's activities in the financial arena. Accordingly, it is important for those charged with governance to communicate to us matters they believe are relevant to our engagement. As indicated below, management also has a responsibility to communicate certain matters to those charged with governance and to Grant Thornton.

In connection with our engagement, professional standards require us to communicate certain matters that come to our attention to those charged with governance, such as the following:

- fraud involving senior management and fraud that causes a material misstatement
- illegal acts, unless clearly inconsequential
- disagreements with management and other serious difficulties encountered

- qualitative aspects of significant accounting practices, including accounting policies, estimates, and disclosures
- audit adjustments and uncorrected misstatements, including missing disclosures.

Management responsibilities

As you are aware, the financial statements are the responsibility of management. Management is responsible for preparing and fairly presenting the financial statements in accordance with accounting principles generally accepted in the United States of America, which includes adopting sound accounting practices and complying with changes in accounting principles and related guidance. Management is also responsible for:

- providing us with access to all information of which they are aware that is relevant to the preparation and fair presentation of the financial statements, including all financial records, documentation of internal control and related information, and any additional information that we may request for audit purposes
- providing us with unrestricted access to persons within the Company from whom we determine it necessary to obtain audit evidence
- ensuring that the Company identifies and complies with all laws, regulations, contracts, and grants applicable to its activities and for informing us of any known violations
- designing, implementing, and maintaining internal control to enable the preparation and fair presentation of financial statements that are free of material misstatement, whether due to error or fraud, and for informing us of all known significant deficiencies and material weaknesses in, and significant changes in, such internal control
- informing us of their views about the risk of fraud within the Company and their awareness of any known or suspected fraud and the related corrective action proposed
- adjusting the financial statements, including disclosures, to correct material misstatements and for affirming to us in a representation letter that the effects of any uncorrected misstatements, including missing disclosures, aggregated by us during the current engagement, including those pertaining to the latest period presented, are immaterial, both individually and in the aggregate, to the financial statements as a whole
- informing us of any events occurring subsequent to the balance sheet date through the date of our auditor's report that may affect the financial statements or the related disclosures
- informing us of any subsequent discovery of facts that may have existed at the date of our auditor's report that may have affected the financial statements or the related disclosures.

To assist those charged with governance in fulfilling their responsibility to oversee the financial reporting process, management should discuss with those charged with governance the:

- adequacy of internal control and the identification of any significant deficiencies or material weaknesses, including the related corrective action proposed
- significant accounting policies, alternative treatments, and the reasons for the initial selection of, or change in, significant accounting policies
- process used by management in formulating particularly sensitive accounting judgments and estimates and whether the possibility exists that future events affecting these estimates may differ markedly from current judgments
- basis used by management in determining that uncorrected misstatements, including missing disclosures, are immaterial, both individually and in the aggregate, including whether any of these uncorrected misstatements could potentially cause future financial statements to be materially misstated.

We will require management's cooperation to complete our services. In addition, we will obtain, in accordance with professional standards, certain written representations from management, which we will rely upon.

Use of our report(s)

The inclusion, publication, or reproduction by the Company of our report(s) in documents such as private placement memoranda and regulatory filings containing information in addition to financial statements may require us to perform additional procedures to fulfill our professional or legal responsibilities. Accordingly, our report(s) should not be used for any such purposes without our prior permission. To avoid unnecessary delay or misunderstanding, it is important that the Company give us timely notice of its intention to issue any such document.

Other services

Related non-audit services

We will also perform certain bookkeeping services for the Company. The objective of such services will be to draft the Company's financial statements based on information in the trial balance and other information to be provided to us that is approved by you.

As mentioned previously, the financial statements, including the data and information set forth therein, are the responsibility of management. With respect to our bookkeeping services, however, management is also responsible for:

- making all management decisions and performing all management functions
- designating an individual who possesses suitable skills, knowledge, or experience, preferably within senior management, to oversee the services
- evaluating the adequacy and the results of the services performed
- accepting responsibility for the results of the services.

Accordingly, our bookkeeping services will not include management functions or making management decisions. However, we may provide advice, research materials, and recommendations to assist you in performing your responsibilities.

Other services

Any other services that you request will constitute a separate engagement that will be subject to our acceptance procedures.

Fees

Standard billings

Our billings for the services set forth in this Engagement Letter, which we have estimated will total \$20,000, will be rendered on an estimated basis and are payable within 20 days of receipt.

In addition, we will bill for our expenses, including an administrative charge of seven percent of fees to cover items such as copies, postage, supplies, computer and technology usage, software licensing, research and library databases, and similar expense items.

If it appears that the estimated fee will be exceeded, we will bring this to your attention.

From time to time, Grant Thornton may receive certain incentives in the form of bonuses and rewards from its corporate card and other vendors. Such incentives to the extent received will be retained by Grant Thornton to cover firm expenses.

Additional billings

Of course, circumstances may arise that will require us to do more work. Some of the more common circumstances include changing auditing, accounting, and reporting requirements from professional and regulatory bodies; incorrect accounting applications or errors in Company records; restatements; failure to furnish accurate and complete information to us on a timely basis; and unforeseen events, including legal and regulatory changes. We are enclosing an explanation of various matters that can cause us to perform work in excess of that contemplated by our fee estimate.

At Grant Thornton, we pride ourselves on our ability to provide outstanding service and meet our clients' deadlines. To help accomplish this goal, we work hard to have the right professionals available. This involves complex scheduling models to balance the needs of our clients and the utilization of our people, particularly during peak periods of the year. Last minute client requested scheduling changes result in costly downtime due to our inability to make alternate arrangements for our professional staff.

We will coordinate a convenient time for Grant Thornton to begin work. If, after scheduling our work, you do not provide proper notice, which we consider to be one week, of your inability to meet the agreed-upon date(s) for any reason, or do not provide us with sufficient information required to complete the work in a timely manner, additional billings will be rendered for any downtime of our professional staff.

Adoption of new accounting standards

Professional and regulatory bodies frequently issue new accounting standards and guidance. Sometimes, standards are issued and become effective in the same period, providing a limited implementation phase and preventing us from including the impact in our estimated fees. In such circumstances, we will discuss with you the additional audit procedures and related fees, including matters such as the retrospective application of accounting changes and changes in classification.

Other costs

Except with respect to a dispute or litigation between Grant Thornton and the Company, our costs and time spent in legal and regulatory matters or proceedings arising from our engagement, such as subpoenas, testimony, or consultation involving private litigation, arbitration, industry, or government regulatory inquiries, whether made at the Company's request or by subpoena, will be billed to the Company separately.

Professional standards impose additional responsibilities regarding the reporting of illegal acts that have or may have occurred. To fulfill our responsibilities, we may need to consult with Company counsel or counsel of our choosing about any illegal acts that we become aware of. Additional fees, including legal fees, will be billed to the Company. The Company agrees to ensure full cooperation with any procedures that we may deem necessary to perform.

Right to terminate services for nonpayment

In the event of nonpayment, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this Engagement Letter, or (c) terminate our services. If we elect to suspend our services, such services will not be resumed until your account is paid as agreed. Alternatively, if we elect to terminate our services for nonpayment, the Company will be obligated to compensate us for all time expended and to reimburse us for all expenses through the date of termination.

Other matters**Relationship to Grant Thornton International Ltd**

Grant Thornton is the U.S. member firm of Grant Thornton International Ltd ("GTIL"), an organization of independently owned and managed accounting and consulting firms. References to GTIL are to Grant Thornton International Ltd. GTIL and the member firms are not a worldwide partnership. Services are delivered independently by the member firms. These firms are not members of one international partnership or otherwise legal partners with each other internationally, nor is any one firm responsible for the services or activities of any other firm.

Use of third-party service providers and affiliates

Grant Thornton may use third-party service providers, such as independent contractors, specialists, or vendors, to assist in providing our professional services. We may also use GTIL member firms, other affiliates (including the GT US Shared Services Center India Private Limited and the Grant Thornton US Knowledge and Capability Center India Private Limited,

affiliates of Grant Thornton located in Bangalore, India), or other accounting firms. Such entities may be located within or outside the United States.

Grant Thornton intends to use the professional services, technology, and resources of the following entity to assist us in the performance of the engagement:

- Capital Confirmation, Inc. – electronic bank confirmation services
214 Centerview Drive, Suite 265
Brentwood, Tennessee 37027
888-716-3577

Additionally, Grant Thornton may use third-party service providers to provide administrative or operational support to Grant Thornton, or to provide engagement team resource services. Such entities may be located within or outside the United States. All of these third party service providers are subject to confidentiality obligations to protect the confidentiality of client data.

You hereby consent and authorize us to disclose Company information to the GT US Shared Services Center India Private Limited and/or the Grant Thornton US Knowledge and Capability Center India Private Limited and the other above named entity for purposes of providing services to you.

Privacy

Grant Thornton is committed to protecting personal information. We will maintain such information in confidence in accordance with professional standards and governing laws. Therefore, any personal information provided to us by the Company will be kept confidential and not disclosed to any third party unless expressly permitted by the Company or required by law, regulation, legal process, or professional standards. The Company is responsible for obtaining, pursuant to law or regulation, consents from parties that provided the Company with their personal information, which will be obtained, used, and disclosed by Grant Thornton for its required purposes.

Documentation

The documentation for this engagement is the property of Grant Thornton and constitutes confidential information. We have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention.

Pursuant to law or regulation, we may be requested to make certain documentation available to regulators, governmental agencies, or their representatives (“Regulators”). If requested, access to the documentation will be provided to the Regulators under our supervision. We may also provide copies of selected documentation, which the Regulators may distribute to other governmental agencies or third parties. You hereby acknowledge we will allow and authorize us to allow the Regulators access to, and copies of, the documentation in this manner.

Electronic communications

During the course of our engagement, we may need to electronically transmit confidential information to each other and to third-party service providers or other entities engaged by either Grant Thornton or the Company. Electronic methods include telephones, cell phones, e-mail, secure file transfers, use of SharePoint sites, and fax. These technologies provide a fast and convenient way to communicate. However, all forms of electronic communication have inherent security weaknesses, and the risk of compromised confidentiality cannot be eliminated. The Company agrees to the use of electronic methods to transmit and receive information, including confidential information.

Standards of performance

We will perform our services in conformity with the terms expressly set forth in this Engagement Letter, including all applicable professional standards. Accordingly, our services shall be evaluated solely on our substantial conformance with such terms and standards. Any claim of nonconformance must be clearly and convincingly shown.

With respect to the services and this Engagement Letter, in no event shall the liability of Grant Thornton and its present, future, and former partners, principals, directors, employees, agents, and contractors for any claim, including but not limited to Grant Thornton's own negligence, exceed the fees it receives for the portion of the work giving rise to such liability. This limitation shall not apply to the extent that it is finally determined that any claims, losses, or damages are the result of Grant Thornton's gross negligence or willful misconduct. In addition, Grant Thornton shall not be liable for any special, consequential, incidental, or exemplary damages or loss (nor any lost profits, interest, taxes, penalties, loss of savings, or lost business opportunity) even if Grant Thornton was advised in advance of such potential damages. This paragraph and the paragraph directly below shall apply to any type of claim asserted, including contract, statute, tort, or strict liability, whether by the Company, Grant Thornton, or others.

Further, the Company shall, upon receipt of written notice, indemnify and hold harmless Grant Thornton and its present, future, and former partners, principals, directors, employees, agents, and contractors from and against any liability and damages (including punitive damages), fees, expenses, losses, demands, and costs (including defense costs) associated with any claim arising from or relating to the Company's knowing misrepresentations or false or incomplete information provided to Grant Thornton. In the event of any controversy or claim against Grant Thornton arising from or related to the services described herein, Grant Thornton shall be entitled to defend itself from such controversy or claim and to participate in any settlement, administrative, or judicial proceedings.

It is expressly agreed by the Company and Grant Thornton that any claim by, or on behalf of either party, arising out of services or this Engagement Letter, whether it be in contract, tort, or otherwise, shall be deemed waived if a claim is asserted more than two (2) years from: (i) the date of the report(s) issued by Grant Thornton; or (ii) the date of this Engagement Letter if no report has been issued.

If because of a change in the Company's status or due to any other reason, any provision in this Engagement Letter would be prohibited by laws, regulations, or published interpretations by governmental bodies, commissions, state boards of accountancy, or other regulatory agencies, such provision shall, to that extent, be of no further force and effect, and the Engagement Letter shall consist of the remaining portions.

Dispute resolution

Any controversy or claim arising out of or relating to the services, related fees, or this Engagement Letter shall first be submitted to mediation. A mediator will be selected by agreement of the parties, or if the parties cannot agree, a mediator acceptable to all parties will be appointed by the American Arbitration Association ("AAA"). The mediation will proceed in accordance with the customary practice of mediation. In the unlikely event that any dispute or claim cannot be resolved by mediation, we both recognize that the matter will probably involve complex business or accounting issues that would be decided most equitably to us both by a judge hearing the evidence without a jury. Accordingly, to the extent now or hereafter permitted by applicable law, the Company and Grant Thornton agree to waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to our services or this Engagement Letter.

If the above jury trial waiver is determined to be prohibited by applicable law, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Grant Thornton office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that pre-hearing discovery must be specifically authorized by the arbitrator. The arbitrator will be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within 15 days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

Authorization

This Engagement Letter sets forth the entire understanding between the Company and Grant Thornton regarding the services described herein and supersedes any previous proposals, correspondence, and understandings, whether written or oral. If any portion of this Engagement Letter is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

Please confirm your acceptance of this Engagement Letter by signing below and returning one copy to us in the enclosed self-addressed envelope.

Sincerely,

GRANT THORNTON LLP


Ronald E. Messenger
Partner

Enc: Matters that can cause work in excess of fee estimate

Agreed and accepted by:

SOONER TOWN CENTER III, LLC

Robert C. Collett, Managing Member

Date: _____

Kemp Woollen, Chief Financial Officer of Collett
As an agent for Sooner Town Center III, LLC

Date: _____

THE CITY OF MIDWEST CITY

Matthew Dukes II, Mayor

Date: _____

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

Matthew Dukes II, Chairman

Date: _____

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

Memorandum

TO: Honorable Mayor Dukes and the Midwest City Council

FROM: Robert Coleman, Director of Economic Development

DATE: November 14, 2017

SUBJECT: Discussion and consideration of accepting a public sidewalk and utility easement for the South and West 15 feet of Lot 8, Block 6 Amending Plat of Lots 8 and 9, Block 6, Aviation Acres Addition; and the South 15 feet of Lot 7, Block 6, Aviation Acres Addition.

On August 22nd the MCMHA authorized the surplus and sale of its remaining lots on Short Street. Mr. Kirit Bhakta is purchasing the property at a closing planned for Friday, November 17, 2017.

The purchase contract requires the Buyer to relocate the existing sidewalk and lampposts as part of the property's redevelopment. It also mandates the MCMHA be responsible for the property survey and for the creation of a new easement for the sidewalk. The value of the area encompassed in the easement will be deducted from the total purchase price.

Staff recommends acceptance of the easement.

A handwritten signature in cursive script, appearing to read "R. Coleman", is written over a horizontal line.

Robert B. Coleman
Director of Economic Development

Attachment: Public Sidewalk & Utility Easement

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

Project:
Parcel No.

GRANT OF PERMANENT EASEMENT

KNOW ALL BY THESE PRESENTS:

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

See Exhibit "A".

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

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

Grantor hereby covenants and warrants that at the time of the delivery of this easement that the above-described real estate and premises are free of all liens and claims whatsoever, except easements, rights-of-way, restrictions and mineral conveyances of record 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 ____day of November, 2017.

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

By: _____
CHAIRMAN

ATTEST:

CITY CLERK (Seal)

STATE OF OKLAHOMA)

ss.

COUNTY OF OKLAHOMA)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this _____ day of November, 2017, personally appeared _____, to me known to be the identical person that executed the within and foregoing instrument and acknowledged to me that he executed the same as Chairman as his free and voluntary act and deed for the uses and purposes herein set forth.

WITNESS, my hand and seal this ____day of _____, 2017.

My Commission expires: _____

NOTARY PUBLIC (Seal)

Approved by City Attorney _____ Date: _____

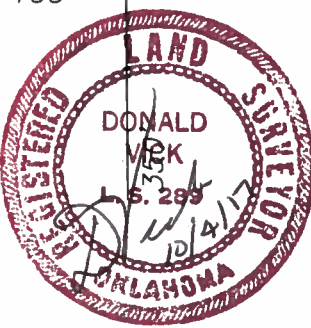
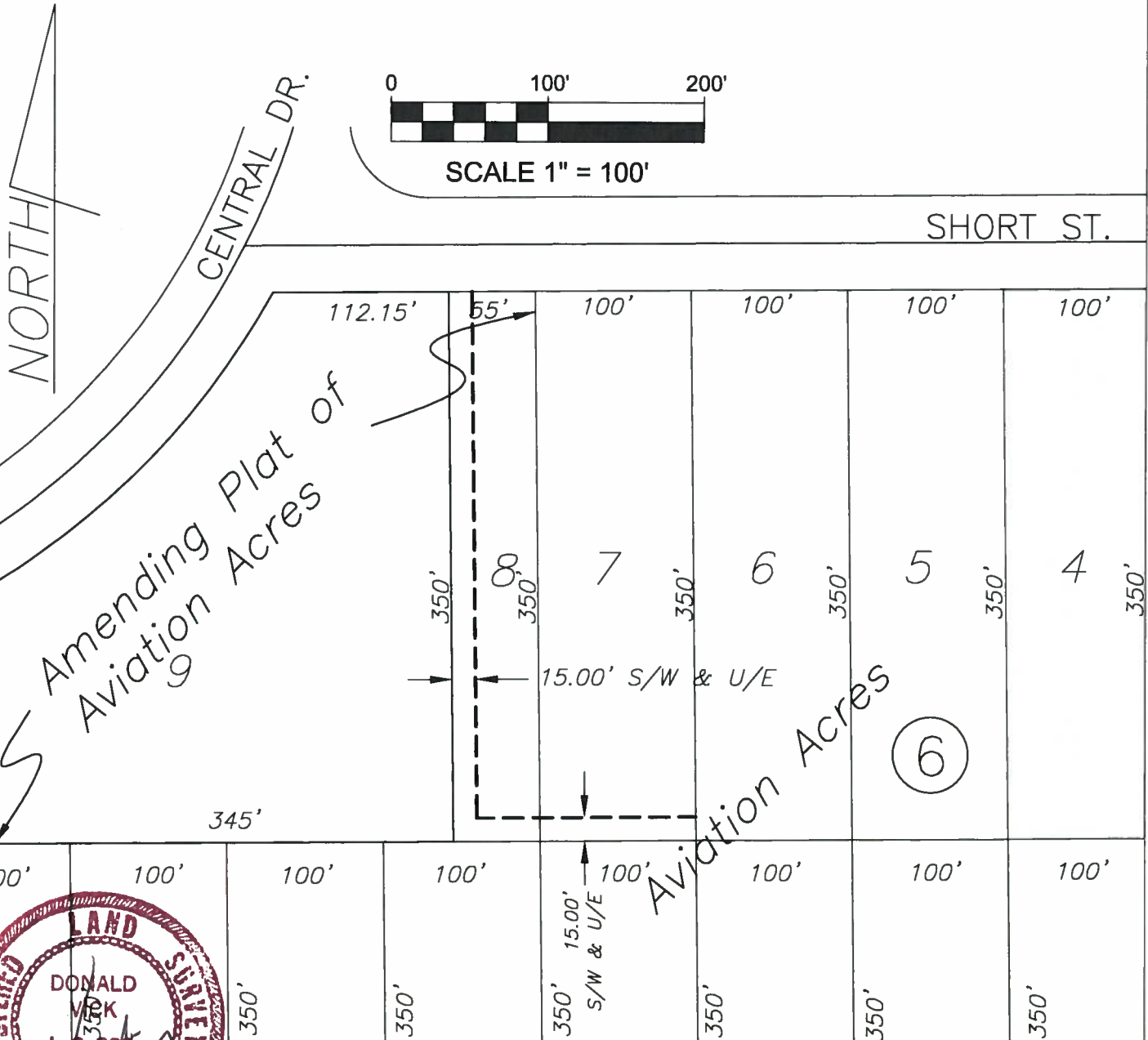
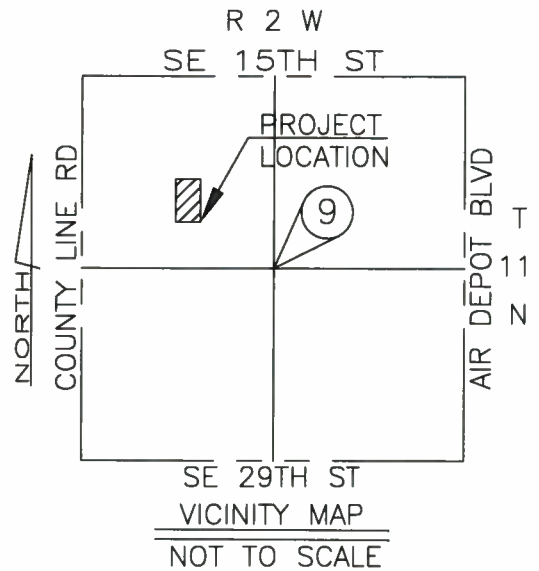
Approved by City Council _____ Date: _____

15' Sidewalk & Utility Easement

A Sidewalk and Utility Easement in Lot 8 Block 6, Amending Plat of Lots 8 and 9, Block 6 Aviation Acres Addition, and Lot 7 Block 6 Aviation Acres Addition, part of the Northwest Quarter (NW/4) of Section Nine (9), Township Eleven North (T-11-N), Range Two West (R-2-W), of the Indian Meridian (I.M.), Midwest City, Oklahoma County, Oklahoma, more particularly described as:

The South and West Fifteen (15') feet of Lot 8 Block 6, Amending Plat of lots 8 and 9, Block 6 Aviation Acres Addition, and the South 15' of Lot 7 Block 6 of Aviation Acres.

Said Easement containing 0.17 acres, more or less.



JGV ENGINEERING
 124 N.W. 10th STREET
 OKLAHOMA CITY, OK. 73103
 (405) 236-8313
 CA 234 EXP. DATE: 6/30/2019
 Copyright © 2017, All Rights Reserved October 04, 2017
 PROJECT NO.: 508364 SHEET NO.: 1 of 1



DISCUSSION ITEMS





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Current Planning Manager
COMPREHENSIVE PLANNING
BUILDING INSPECTION DIVISION
Christine Allison, Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: November 14, 2017

Subject: (PC – 1920) Public hearing with discussion and consideration of approval of an ordinance redistricting from R-6, Single Family Detached Residential and R-2F, Two Family Attached Residential to a Planned Unit Development (PUD) governed by the R-6, Single Family Detached Residential District, for the property described as a part of the NE/4 of Section 1, T-11-N, R-1-W, located in the 400 block of S. Post Road. This item was continued from the September 26, 2017 and October 24, 2017 Council meetings.

As the Council is aware, this item was continued from the September 26, 2017 and October 24, 2017 City Council meetings in order for the applicant and engineer to further study the drainage concerns brought to the Council's attention by the surrounding property owners.

On the afternoon of Friday, November 03, 2017, the applicants engineer submitted a revised design which eliminated one buildable lot with the intention of using that lot for detention. The applicant's engineer also submitted a letter from Dr. Ellen Weber Stevens, a Professional Engineer, stating that the site can be designed with minimal or no impacts to the adjacent properties. At the October 24, 2017 Council meeting, it was requested that the applicant present a design for the detention to staff for review by a third party contracted by the City. At the time of this writing, the design has not been submitted to staff.

Action is at the discretion of the Council.

Billy Harless, AICP
Community Development Director

KG



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

ENGINEERING DIVISION
Patrick Menefee, City Engineer
CURRENT PLANNING DIVISION
Kellie Gilles, Manager
COMPREHENSIVE PLANNING
Julie Shannon, Comprehensive Planner
BUILDING INSPECTION DIVISION
Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: November 14, 2017

Subject: (PC – 1920) Public hearing with discussion and consideration of approval of an ordinance redistricting from R-6, Single Family Detached Residential and R-2F, Two Family Attached Residential to a Planned Unit Development (PUD) governed by the R-6, Single Family Detached Residential District, for the property described as a part of the NE/4 of Section 1, T-11-N, R-1-W, located in the 400 block of S. Post Road. This item was continued from the September 26, 2017 and October 24, 2017 Council meetings.

Dates of Hearing: Planning Commission – September 5, 2017
City Council – September 26, 2016, October 24, 2017,
November 14, 2017

Council Ward: Ward 2, Councilmember Pat Byrne

Owner/Applicant: David Lloyd

Engineer: Derek Jackson

Proposed Use: 7 single family residential lots

Size:

The area of request has a frontage along S. Post Rd. of approximately 165 ft and a depth of approximately 609 ft, containing an area of approximately 100,456.07 square feet, more or less.

Development Proposed by Comprehensive Plan:

Area of Request – LDR, Low Density Residential
North, South, East and West – LDR, Low Density Residential

Zoning Districts:

Area of Request – R-6, Single Family Detached Residential and R-2F, Two Family Attached Residential
North – R-HD, High Density Residential
South and West – R-6 Single Family Detached Residential
East – R-6, Single Family Detached Residential and C-1, Restricted Commercial

Land Use:

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

Comprehensive Plan Citation:

Single-Family Detached (SFD) Land Use

This use is representative of traditional, single-family detached dwelling units. Of the residential categories, it is recommended that single-family detached land use continues to account for the largest percentage. The areas designated for single-family detached residential land use are generally not adjacent to incompatible land uses, and are in proximity to existing single-family residential land use. The City should strive for a range of lot sizes to develop, and should reinforce this by providing a choice of several single-family zoning districts with various lot sizes in the Zoning Ordinance.

Municipal Code Citation:

2.25 PUD, Planned Unit Development

2.25.1 General Provisions

The planned unit development, herein referred to as PUD, is a special zoning district category that provides an alternate approach to conventional land use controls to produce unique, creative, progressive, or quality land developments.

The PUD may be used for particular tracts or parcels of land that are under common ownership and are to be developed as one unit according to a master development plan. The PUD is subject to special review procedures within the PUD application and review and once approved by the City Council it becomes a special zoning classification for the property it represents.

2.25.2 Intent and Purpose

The intent and purpose of the PUD provisions are as follows:

- (A) Innovative land development
 - Encourage innovative land development while maintaining appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.
- (B) Flexibility within developments
 - Permit flexibility within the development to maximize the unique physical features of the particular site.
- (C) Efficient use of land
 - Encourage efficient use of land, facilitate economic arrangements of buildings and circulation systems, and encourage diversified living environments and land uses.
- (D) Function, design and diversity
 - Achieve a continuity of function and design within the development and encourage diversified living environments and land uses.
- (E) Modifications to development requirements
 - Provide a vehicle for negotiating modifications in standard development requirements in order to both encourage innovative development and protect the health, safety and welfare of the community.

History:

1. This property has been zoned residentially since the adoption of the 1986 Zoning Map and has never been platted.
2. The Planning Commission recommended approval of this item September 5, 2017.
3. The Council continued this item at the September 26, 2017 and October 24, 2017 meetings.

Staff Comments:

Engineer's Report:

Water Supply and Distribution

A thirty six (36) inch public water main is located on the east side of Post Road in the street right-of-way extending along the east side of the area of request.

Public water line improvements are not required with this application. However, public water line improvements are proposed and will be a part of a preliminary plat application for the area of request.

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

Sanitary Sewer Collection and Disposal

An eight (8) inch public sewer main is located on the east side of Post Road in the street right-of-way extending along the east side of the area of request.

Public sewer line improvements are not required with this application. However, public sewer line improvements are proposed and will be a part of a preliminary plat application for the area of request.

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

Streets and Sidewalks

Access to the area of request is available from Post Road. Post Road 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 secondary arterials and presently, Post Road has one hundred (100) feet of right-of-way adjacent to and parallel to the east side of the area of request. Buena Vista Drive is classified as a local street in the 2008 Comprehensive Plan.

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

Public street and sidewalk improvements are not required with this application. However, street and sidewalk improvements are proposed and will be a part of a preliminary plat application for the area of request.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is mainly from the east to the west via overland flow. Currently, the area of request is undeveloped. The area of request is not 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.

The applicant proposes to construct underground drainage improvements and detention facilities to service the area of request as part of the preliminary plat application.

No identified wetlands are located on or abutting the area of request as shown on the Choctaw quadrangle of the 1989 National Wetlands Inventory map as prepared by the United States Department of the Interior Fish and Wildlife Service.

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

Resolution 84-20 requires that developers install and maintain sediment and/or erosion controls in conjunction with their construction activities. Any proposed development must conform to the applicable requirements of Municipal Code Chapter 43, "Erosion Control." Sediment control plans must be submitted to and approved by the city before any land disturbance is done on-site. The developer is responsible for the cleanup of sediment and other debris from drainage pipes, ditches, streets and abutting properties as a result of his activities.

Easements and Right-of-Way.

No additional rights-of-way and/or easements are required with this application. All easement and right of requirements are addressed with the preliminary plat application.

Fire Marshal's Report:

The Fire Marshal has reviewed this request. At least one hydrant will be necessary on the proposed street. If the hydrant is placed near the dead-end, it must be an 8" line. The Fire Marshal would recommend that the hydrant be placed between proposed lots 3 and 4. All future development must meet chapter 15 of the municipal code.

Plan Review Comments:

The intention of the proposed Florence Estates PUD is to create an seven (7) home, single family residential subdivision.

The proposed PUD is governed by the R-6, Single Family Detached Residential Zoning District. No other uses are proposed within this request.

The Master Development Plan shows one proposed access point from South Post Road.

Within the PUD, the applicant is requesting several variances to the Zoning Ordinance and Subdivision Regulations. The variance requests are as follows:

Required lot depth – 100'
Requested lot depth – 80'

The proposed width of lots 2-7 exceed the minimum lot width required of 50' by at least 20'. As the lot sizes will still meet minimum requirements for the R-6 district, staff is agreeable to this request.

Required "J" drives or minimum 15' garage setback from building line
Requested – No "J" drives or garages setback 15' from the building line
Staff contacted the applicant's engineer on August 3 asking if the developer could comply with this requirement for at least half of the proposed lots due to the small size of the proposed development (8 lots). Staff explained that this requirement was added to the Zoning Ordinance based on the goal of quality development and a variety of housing types as listed in the Comprehensive Plan. After many conversations about this, applicant's engineer contacted staff on August 29 and stated that the applicant agrees to incorporate "J" drives or setback garages for four (4) of the proposed lots. Code requires that if setback garages are used that they be setback 15'. The applicant requests that 10' setback garages be allowed. As this meets the intent of the ordinance, staff is agreeable to this request.

Required - 25' front building line
Requested – 20' front building line
Staff is agreeable to this request. Other developments such as Timberridge have utilized 20' front building lines successfully.

There are two areas where the applicant is exceeding the requirements. As mentioned earlier, the applicant is proposing lot widths of 52.24' for lot 1 and 70' - 94' for lots 2-7. The minimum lot width required is 50'. The applicant is also proposing a minimum house size of 1,700 square feet within the development. The minimum house size required by code is 1,200 square feet.

All other requirements of the Zoning Ordinance including lot coverage, rear yard setbacks, landscaping, and parking must be met.

The proposed lot sizes and rear setbacks are comparable to the Hunter's Glen Addition abutting the area of request to the south.

Action is at the discretion of the City Council.

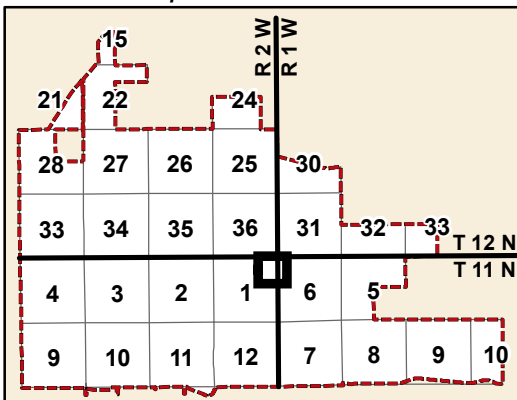
Action Required: Approve or reject the ordinance to redistrict to Planned Unit Development for the property as noted herein, subject to the staff comments and recommendations as found in the November 14, 2017 agenda packet and made a part of PC-1920 file.



Billy Harless, AICP
Community Development Director



Locator Map



**2015 DOP (AERIAL) VIEW FOR
PC-1920
(NE/4, Sec. 1, T11N, R2W)**

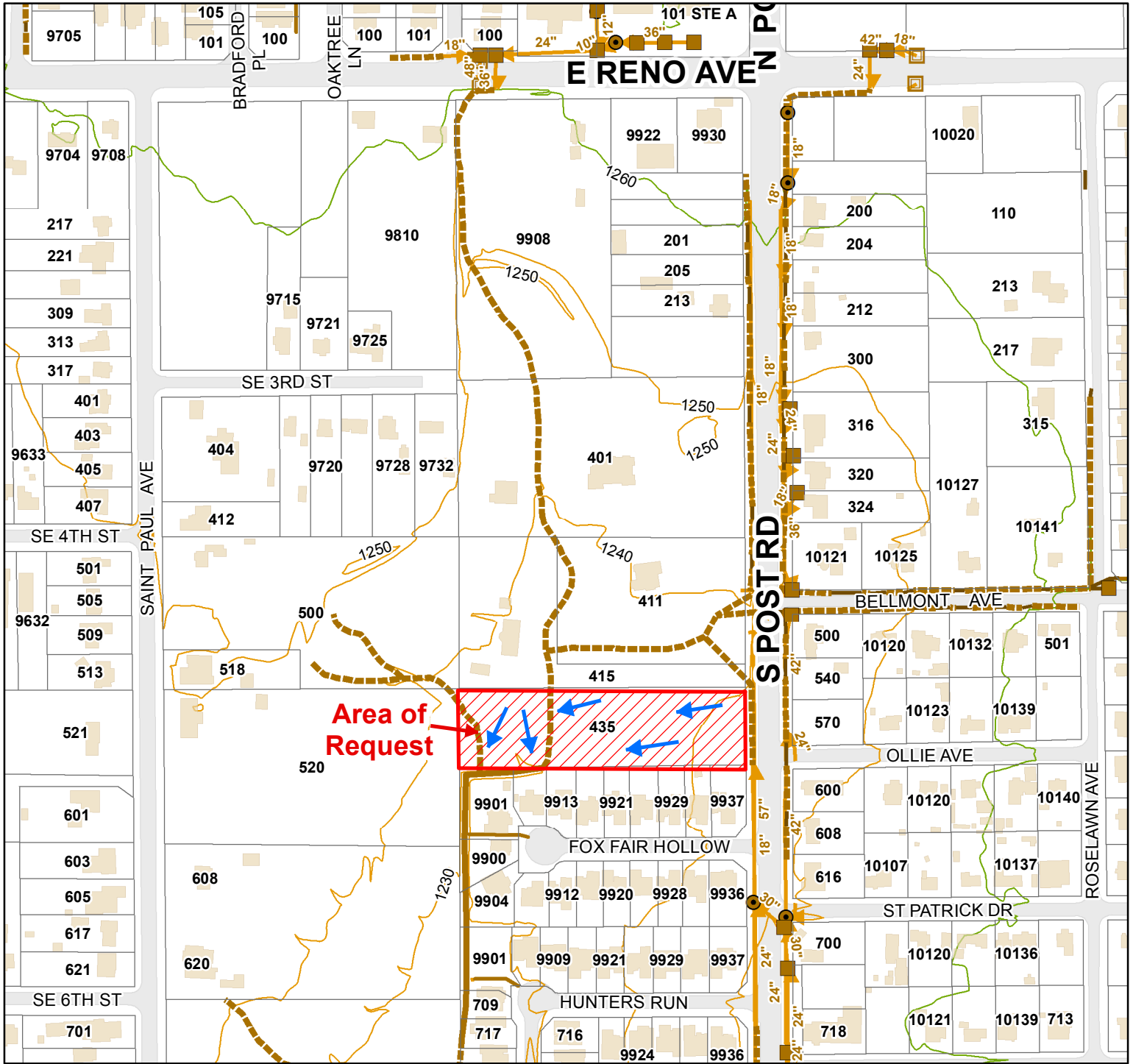


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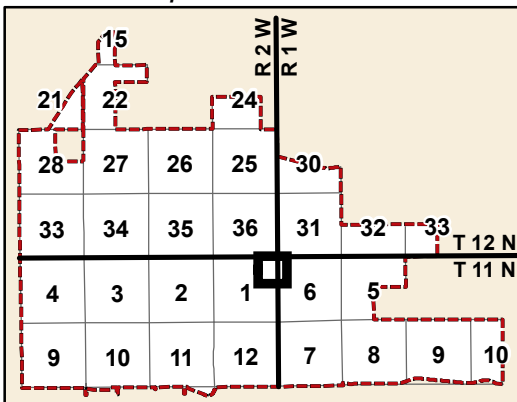


1 inch = 300 feet

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Locator Map



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

2009 FEMA Floodplains

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

DRAINAGE LOCATION MAP FOR PC-1920 (NE/4, Sec. 1, T11N, R2W)

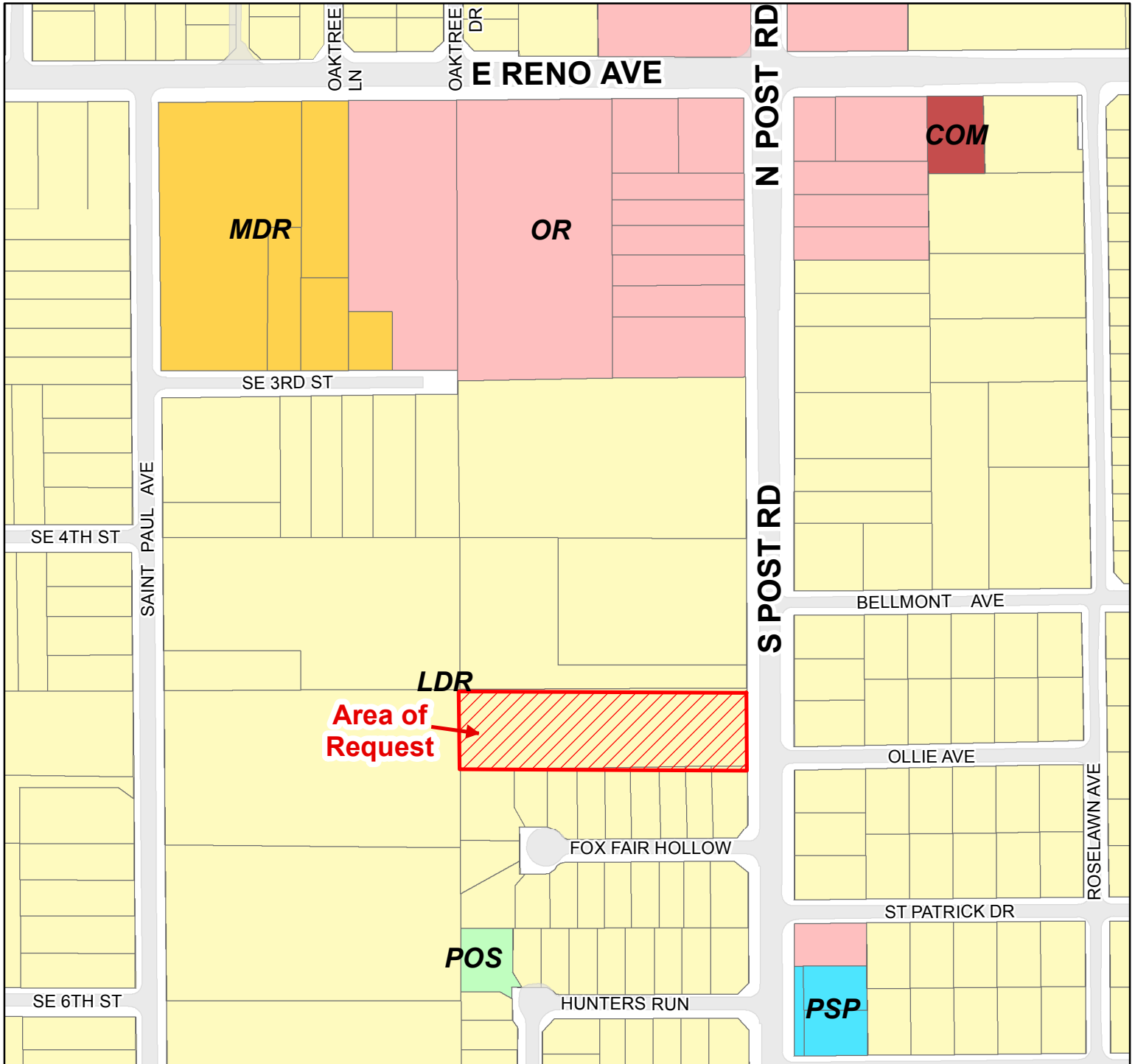


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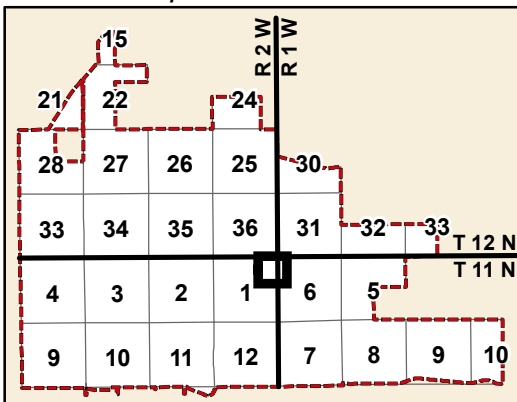


1 inch = 300 feet











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Locator Map

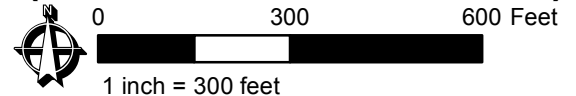


Future Land Use Legend

-  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-1920**

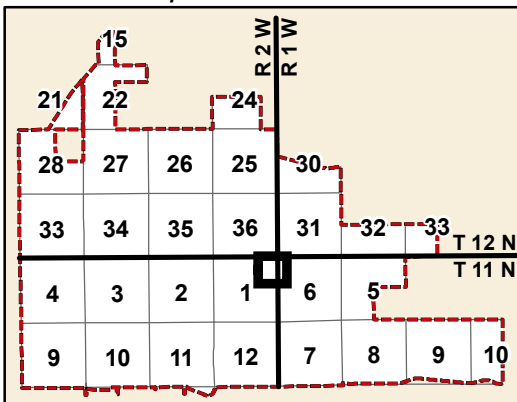
(NE/4, Sec. 1, T11N, R2W)








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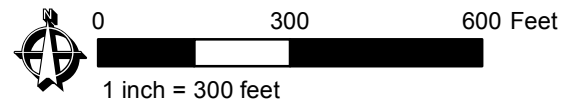
Locator Map



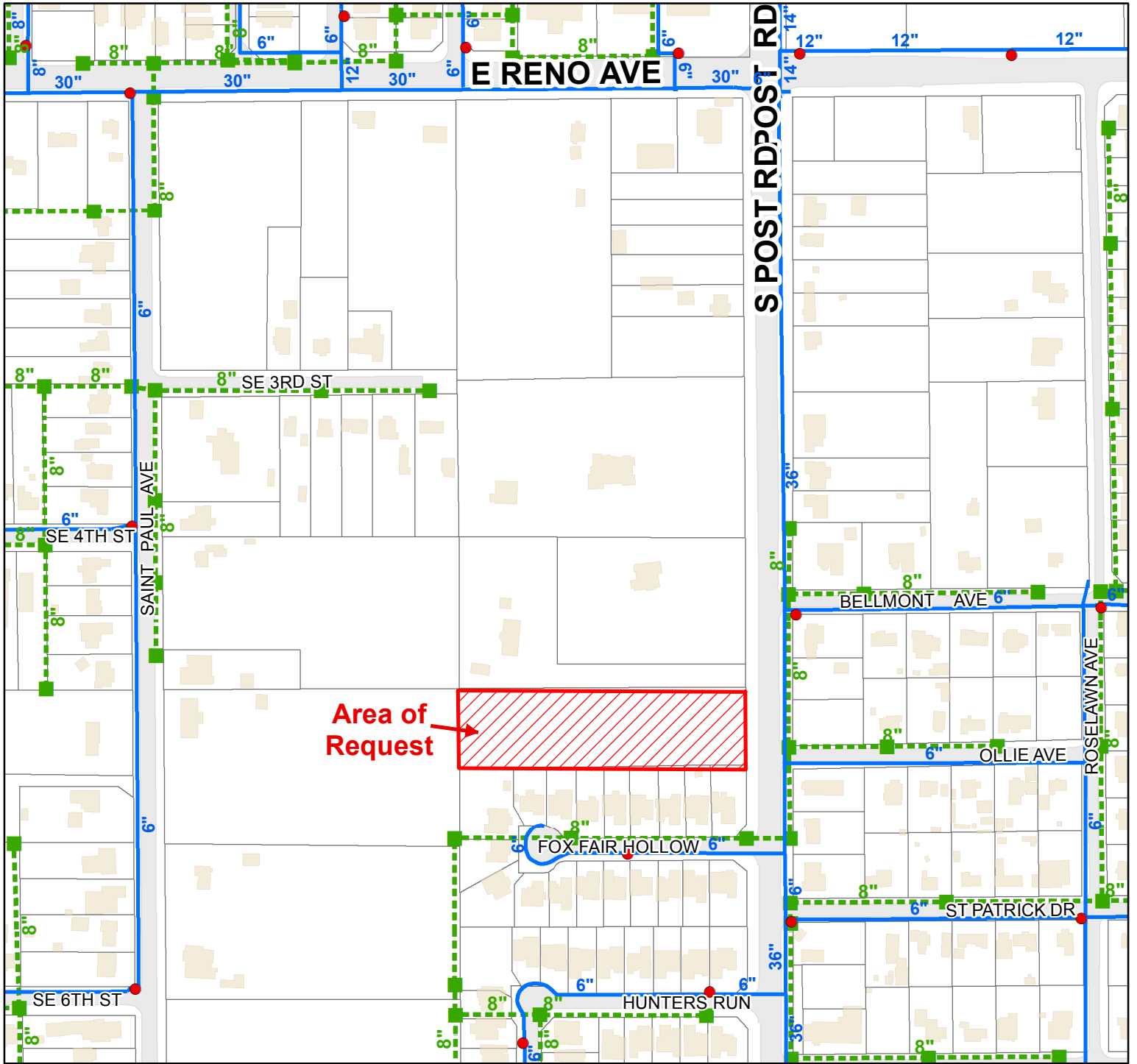
General Map Legend

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

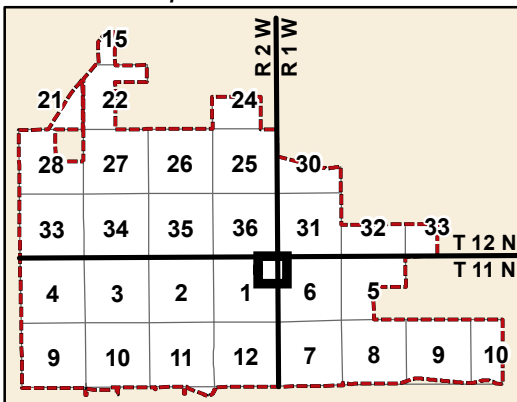
**GENERAL MAP FOR
PC-1920
(NE/4, Sec. 1, T11N, R2W)**



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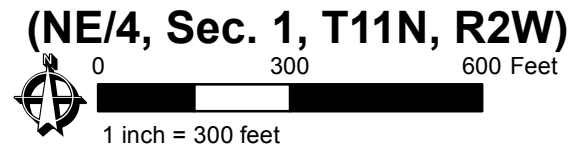
Locator Map



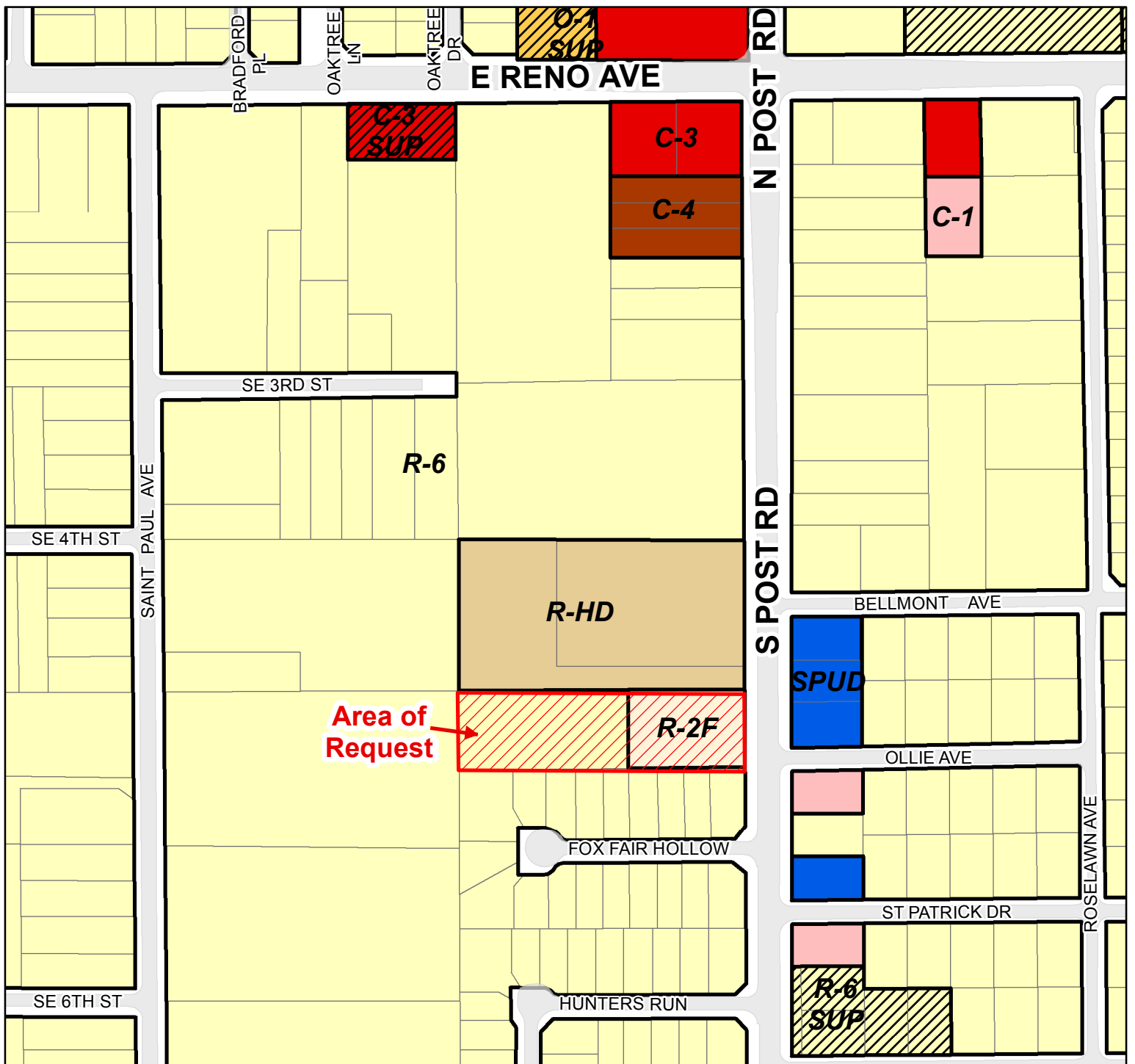
Water/Sewer Legend

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

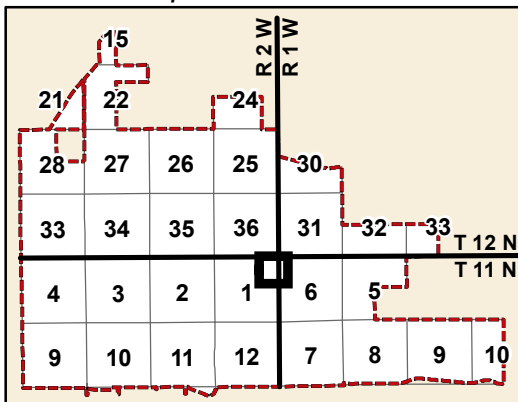
WATER/SEWER LINE LOCATION MAP FOR PC-1920 (NE/4, Sec. 1, T11N, R2W)



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Locator Map



Current Zoning Legend

A-1	I-3	R-2F
A-1 SUP	O-1	R-MD
C-1	O-1 SUP	R-MD SUP
C-1 SUP	O-2	R-HD
C-2	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
I-1	R-10	SPUD
I-2	R-22	HOS
I-2 SUP	R-35	HOS SUP

**ZONING MAP FOR
PC-1920
(NE/4, Sec. 1, T11N, R2W)**



0 300 600 Feet



1 inch = 300 feet

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**THE CITY OF MIDWEST CITY
PLANNED UNIT DEVELOPMENT**

PUD- _____

DESIGN STATEMENT FOR FLORENCE ESTATES

JULY 30, 2017

PREPARED BY:

- * Derek Jackson
- * 5350 S. Western Ave., Suite 222
- * Oklahoma City, OK 73109
- * (405) 225-1978
- * *jj_engineering@att.net*

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SECTION 1.0 INTRODUCTION

The Planned Unit Development of Lloyd Estates consists of 2.49 acres more or less and is located on the West side of Post Road between SE 15th Street and Reno Avenue, in Midwest City. The property is further described as, a part of the Northeast Quarter of Section 1, Township 11 North, Range 1 West, Oklahoma County, Oklahoma.

SECTION 2.0 LEGAL DESCRIPTION

The legal description of the property contained within this Planned Unit Development is as follows:

Part of the Northeast Quarter, Section 1, Township 11 North Range 1 West of the I.M. Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of Section , Township 11 North Range 1 West, of the Indian Meridian, thence N89°23'53"E along the north line of said Southwest Quarter a distance of 50.00 feet; thence S00°08'45"W a distance of 30.00 feet to the Point of Beginning; thence N89°23'53"E a distance of 268.52 feet; thence S00°11'28"W a distance of 602.50 feet; thence S88°30'33"W a distance of 263.15 feet; thence N00°08'45"W a distance of 601.95 feet to the Point of Beginning, containing 2.31 acres more or less.

SECTION 3.0 OWNER/DEVELOPER

The owner and developer of this property described in Section 2.0 is HGL Construction.

SECTION 4.0 SITE AND SURROUNDING AREA

The subject property is presently undeveloped. The subject property is currently zoned R-6 "Single-Family Detached Residential District" and R-2F, "Two Family Attached Residential District". The site is bound on the west by a residential tract of land currently zoned, R-6 "Single Detached Family Residential; on the north by a residential tract of land currently zoned, R-HD, "High Density Residential District; to the South by Hunter's Glen Addition. Surrounding properties are zoned and used for:

North: R-HD District and used for Single Family Residential*.
East: R-6 District and used for Single Family Residential*.
South: R-6 District, Hunter's Glen Addition, an existing residential subdivision
West: R-6 District and used for Single Family Residential*

SECTION 5.0 PHYSICAL CHARACTERISTICS

The elevation of the subject property is 1,237' to 1,243' MSE and the slope analysis reveals approximately one-third of the runoff drains from the southeast to the northwest and the remaining runoff drains from the northeast to the southwest. The subject property has mostly sandy loam soils characteristics and the tree cover on the property is approximately 10%. This property is in the Soldier Creek drainage basin and there are 2.31 acres in the drainage area. None of the property is in the FEMA 100 year flood plain.

There is one common open space and natural resource areas in this Planned Unit Development, which are shown on the Master Development Plan.

SECTION 6.0 CONCEPT

The concept for this PUD is R-6 Single Family Residential. This Planned Unit Development proposes a development of 2.49 acres more or less of land consisting of eight (8) residential homes, which will be accomplished through the proposed zoning of R-6, "Single-Family Detached Residential District".

Each lot of the PUD will have a minimum of 6,000 square feet of land and a main single family residential structure of a minimum 1700 square foot that will be established by covenants and restrictions that will be subsequently filed following the platting of each section of the property. After construction of the single family residential structure an additional residential accessory structure may be constructed.

A common area of approximately 0.52 acres consisting of landscaped green space and the detention pond will be maintained by the homeowners association

All streets are proposed to be public streets.

SECTION 6.1 DEVELOPMENT AND SUBDIVISION VARIATIONS

The following represents variations to the R-6 single Family Residential base zoning district or other sections of the Midwest City Zoning Ordinance:

Required Minimum Lot Depth - 100'

Requested Minimum Lot Depth - 80'

Required Building Line 25'

Requested Building Line 20'

Required 'J' Drives or Minimum 15' Garage Setback from Building Line

Requested - No "J" Drive or Garage Setback

SECTION 7.0 SERVICE AVAILABILITY

7.1 STREETS

The proposed subdivision will be accessible only from S. Post Road, which has a right-of-way width of 100' and is to arterial street standards.

The proposed street in this Planned Unit Development shall be public and shall have right-of-way widths of fifty feet (50').

7.2 SANITARY SEWER

An eight inch sanitary sewer line is located along the east right-of-way of S. Post Road and southwest of the property along the west property line of Hunter's Glen Addition. Sanitary sewer facilities for this property will need to be extended from south of the property. Owner has acquired the necessary easement to extend the sanitary sewer to serve all the lots in the development.

7.3 WATER

Water facilities for this property are available. An thirty-six inch (36") water main is located along the east right-of-way of S. Post Road. Extension of the waterline to serve all of the proposed lots within the subdivision. The developer will connect to an existing twelve inch (12") water line south of the property

7.4 FIRE PROTECTION

The nearest fire station to this property is located at 7316 SE 15th Street approximately 2.0 miles to the southwest.

7.5 GAS SERVICE, ELECTRICAL SERVICE, AND TELEPHONE SERVICE

Proper coordination with the various utility companies will be made in conjunction with this development.

7.7 DRAINAGE

The property within this Planned Unit Development is not within a FEMA 100 year flood plain and the location of the FEMA 100 year flood plain is delineated on the Master Development Plan. A detention pond to manage stormwater runoff is proposed.

8.1 USE AND DEVELOPMENT REGULATIONS

The use and development regulations of the **R-6 Single Family Residential District** shall govern this PUD, except as herein modified, including accessory uses subject to their appropriate conditions and review procedures for public hearings where applicable, unless otherwise noted herein.

9.1 LANDSCAPING REGULATIONS

The subject parcel shall meet all requirements of the City of Midwest City's Landscaping Ordinance in place at the time of development.

9.2 PLATTING REGULATIONS

All land within this PUD shall be contained within a final plat and any plat dedications shall be approved by the City Council prior to any occupancy permits being issued in the PUD.

9.3 DRAINAGE REGULATIONS

Development of this parcel will comply with the Midwest City Municipal Code.

9.4 ACCESS REGULATIONS

There shall be one access point from S. Post Road in this PUD.

Streets or driveways on adjacent property within 200 feet of this Planned Unit Development shall be shown on the Master Development Plan.

9.5 ROOFING REGULATIONS

Every structure in this PUD shall have a minimum 7:12 roof pitch..

9.6 COMMON AREAS

Maintenance of all common areas in the development and maintenance of all amenities located within the common areas shall be the responsibility of the homeowner association (HOMA). No structures, storage of material, grading, fill, or other obstructions, including fences, either temporary or permanent, that shall cause a blockage of flow or an adverse effect on the functioning of the storm water facility, shall be placed within the common areas intended for the use of conveyance of storm water, and/or drainage easements shown. Certain amenities such as, but not limited to, walks, benches, piers, and docks, shall be permitted if installed in a manner to meet the requirements specified above.

LEGAL DESCRIPTION:

Part of the Northeast Quarter of Section 1, Township 11 North, Range 2 West of the 1st. Oklahoma County, Oklahoma, being more particularly described as follows:
 Commencing at the Northeast Corner of the Northeast Quarter of Section 1, Township 11 North Range 2 West of the 1st. Oklahoma County, Oklahoma, thence S89°45'08" W a distance of 609.83 feet to the Point of Beginning, containing 3.31 acres more or less.

**MASTER DEVELOPMENT PLAN
 OF
 FLORENCE ESTATES
 A PART OF THE NE/4 OF SECTION 1, T1N, R2W, I.M.
 MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA**

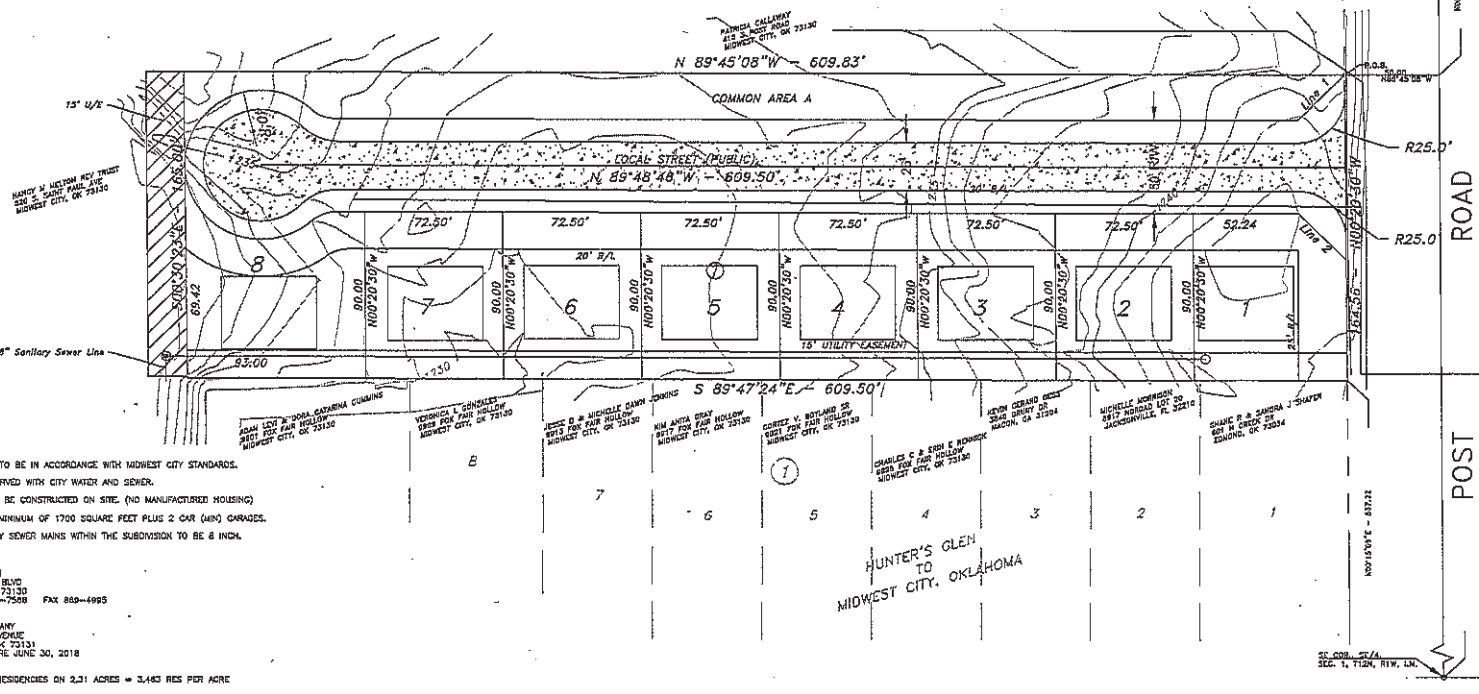
LEGEND:

- B/L - BUILDING LIMIT LINE
- U/E - UTILITY EASEMENT
- D/E - DRAINAGE EASEMENT
- DR/U/E - DRAINAGE AND UTILITY EASEMENT
- R/W OR R.O.W. - RIGHT OF WAY
- LONG WATER SERVICE CONNECTION - SHORT WATER SERVICE CONNECTION

LINE DATA:

LINE NO.	LENGTH	ADJUSTED
1	13.25	13.25
2	38.53	38.53
3	30.79	30.79
4	30.25	30.25

SSMH
 TR=1246.36'
 N FL=1237.53' 8" PVC
 E FL=1237.59' 8" PVC
 S FL=1237.29' 8" PVC



- NOTES:**
- ALL CONSTRUCTION TO BE IN ACCORDANCE WITH MIDWEST CITY STANDARDS.
 - ALL LOTS TO BE SERVED WITH CITY WATER AND SEWER.
 - ALL RESIDENCES TO BE CONSTRUCTED ON SITE. (NO MANUFACTURED HOUSING)
 - HOUSES TO HAVE A MINIMUM OF 1700 SQUARE FEET PLUS 2 CAR (480) GARAGES.
 - WATER AND SANITARY SEWER MAINS WITHIN THE SUBDIVISION TO BE 6 INCH.

OWNERSHIP:
 HGL CONSTRUCTION
 2000 S. DOUGLASS BLVD
 MIDWEST CITY, OK 73130
 PHONE: (405) 737-7598 FAX 859-4995

SURVEYOR:
 TRACY JAYDEN AND COMPANY
 13901 EASTERN AVENUE
 OKLAHOMA CITY, OK 73131
 CA #4151 - Expires JUNE 30, 2018

DENSITY:
 8 SINGLE FAMILY RESIDENCES ON 2.31 ACRES = 3.443 RES PER ACRE

PAVING:
 APPROX. 610 LF OF P.C. CONCRETE PAVING

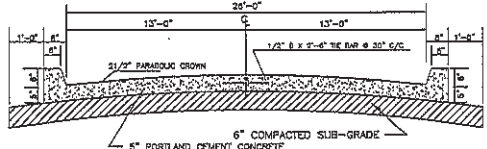
RECREATIONAL AREAS:
 COMMON AREA A IS FOR STORM WATER DETENTION AS WELL AS A POSSIBLE RECREATIONAL AREA. (APPROXIMATELY 0.52 ACRES)

SCHOOL DISTRICT:
 CHOCTAW-NICOMA PARK

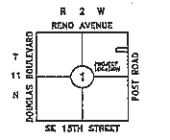
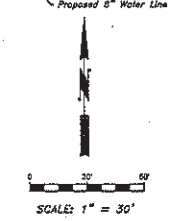
CERTIFICATE OF SURVEYOR

I, TRACY JAYDEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN AND FOR THE STATE OF OKLAHOMA, AND THAT THIS FINAL PLAN OF FLORENCE ESTATES, AN ADDITION TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, CONSISTING OF ONE SHEET, REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THIS _____ DAY OF _____, 2018, AND THAT ALL MEASUREMENTS SHOWN THEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN. THAT THIS SURVEY MEETS THE OKLAHOMA JUDICIAL REQUIREMENTS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS AND THAT SAID FINAL PLAN COMPLIES WITH THE REQUIREMENTS OF TITLE 18 SECTION 41-106 OF THE OKLAHOMA STATUTE.

STATE OF OKLAHOMA, S.S.
 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TRACY JAYDEN TO ME KNOWN TO BE THE PERSONAL PERSON WHO EXECUTED THE ABOVE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED ON THE _____ DAY OF _____, 2018.
 MY COMMISSION EXPIRES _____



TYPICAL SECTION 5" P.C. CONC. PAVING



LOCATION MAP
 NOT TO SCALE

MASTER DEVELOPMENT PLAN OF FLORENCE ESTATES
 Jackson & Jackson Engineering, Inc
 5350 S. Western Ave., Suite 222
 Oklahoma City, OK 73109
 Certificate of Authorization # 5970
 Expires June 30, 2019
 Phone: (405) 245-1978
 Fax: (405) 274-2897

1 **PC-1920**

2 **ORDINANCE NO. _____**

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

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

9 **ORDINANCE**

10 **SECTION 1.** That the zoning district of the following described property is hereby reclassified
11 to PUD, Planned Unit Development, subject to the conditions contained in the PC-1920 file, and
12 that the official Zoning District Map shall be amended to reflect the reclassification of the prop-
13 erty's zoning district as specified in this ordinance:

14 Part of the NE/4 of Section 1, T11N, R1W, of the Indian Meridian, Oklahoma County,
15 Oklahoma, being more particularly described as follows:

16 Commencing at the NE/C of the NE/4 of Section 1, T11N, R1W, of the Indian Meridian
17 Thence S 00°20'30" E along the east line of said NE/4 a distance of 1,316.45 feet;
18 Thence N 89°45'08" W a distance of 50 feet to the Point of Beginning;
19 Thence N 89°45'08" W a distance of 609.83 feet;
20 Thence S00°30'23" E a distance of 165.00 feet;
21 Thence S89°47'24" E a distance of 609.50 feet;
22 Thence N00°20'30" W a distance of 164.56 feet to the Point of Beginning, containing
23 2.31 acres more or less.

24 **SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are here-
25 by repealed.

26 **SECTION 3. SEVERABILITY.** If any section, sentence, clause or portion of this ordinance is
27 for any reason held to be invalid, such decision shall not affect the validity of the remaining por-
28 tions of the ordinance.

29 PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma,
on the _____ day of _____, 2017.

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THE CITY OF MIDWEST CITY, OKLA-
HOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of _____, 2017.

PHILIP W. ANDERSON, City Attorney

LEGAL DESCRIPTION:

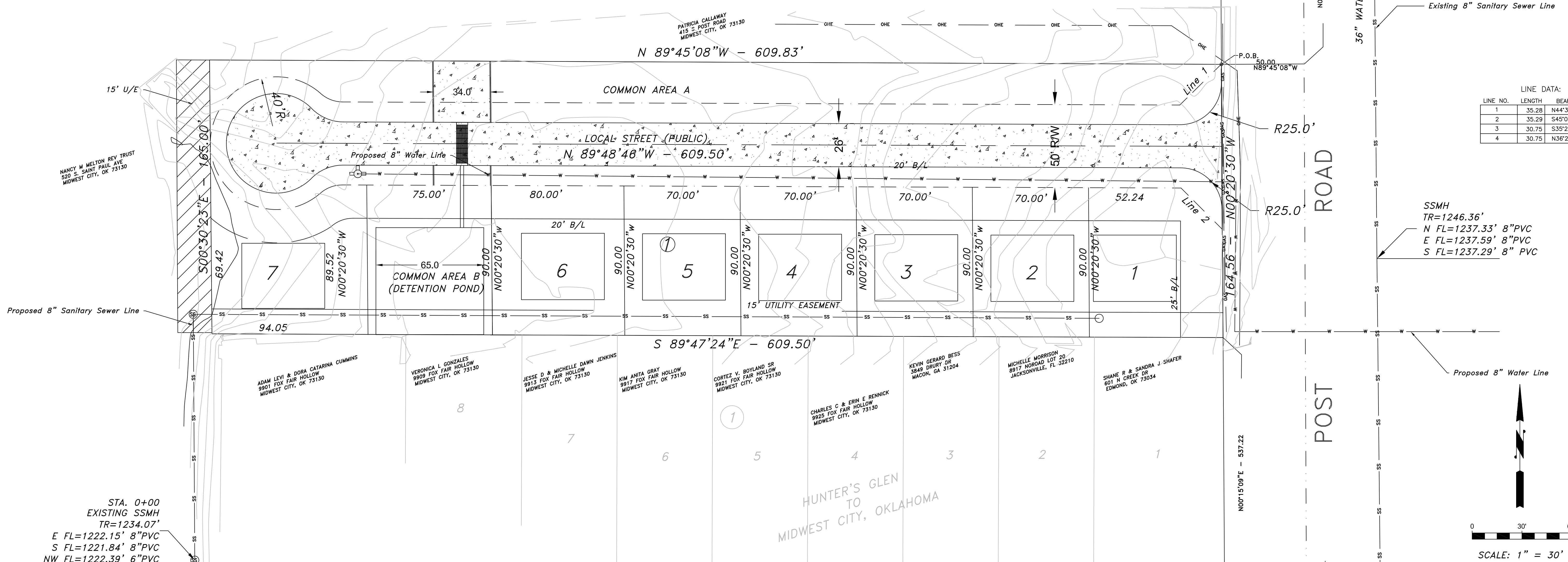
Part of the Northeast Quarter of Section 1, Township 11 North, Range 2 West of the I.M. Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Northeast Corner of the Northeast Quarter of Section 1, Township 11 North Range 2 West of the Indian Meridian, thence S00°20'30"E along the east line of said Northeast Quarter a distance of 1,316.45 feet; thence N89°45'08"W a distance of 50 feet to the Point of Beginning; thence N89°45'08"W a distance of 609.83 feet; thence S00°30'23"E a distance of 165.00 feet; thence S89°47'24"E a distance of 609.50 feet; thence N00°20'30"W a distance of 164.56 feet to the Point of Beginning, containing 2.31 acres more or less.

**PRELIMINARY PLAT
OF
FLORENCE ESTATES
A PART OF THE NE/4 OF SECTION 1, T1N, R2W, I.M.
MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA**

LEGEND:

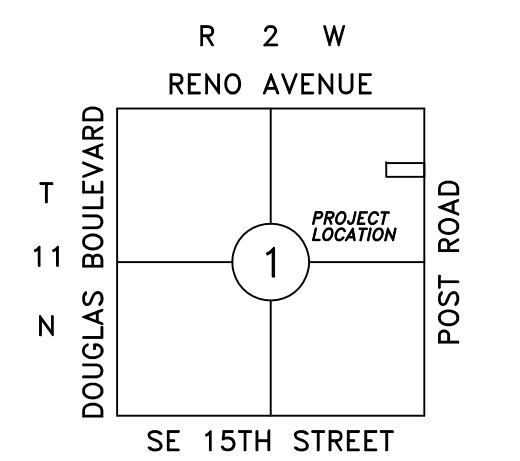
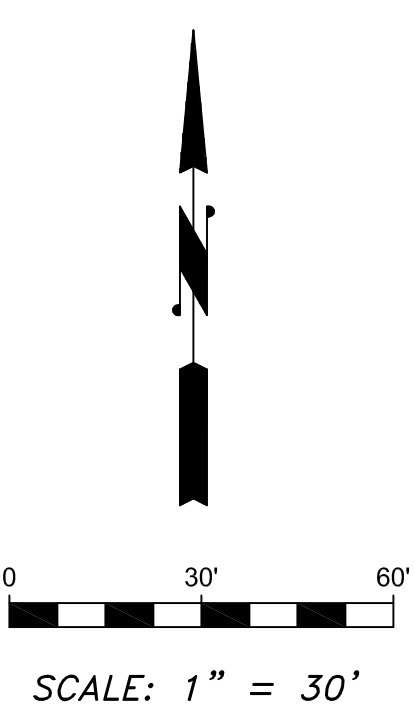
- B/L - BUILDING LIMIT LINE
- U/E - UTILITY EASEMENT
- D/E - DRAINAGE EASEMENT
- D&U/E - DRAINAGE AND UTILITY EASEMENT
- R/W OR R.O.W. - RIGHT OF WAY
- LONG WATER SERVICE CONNECTION
- SHORT WATER SERVICE CONNECTION
- PROPOSED FIRE HYDRANT
- PROPOSED 8" SEWER LINE
- PROPOSED 8" WATER LINE



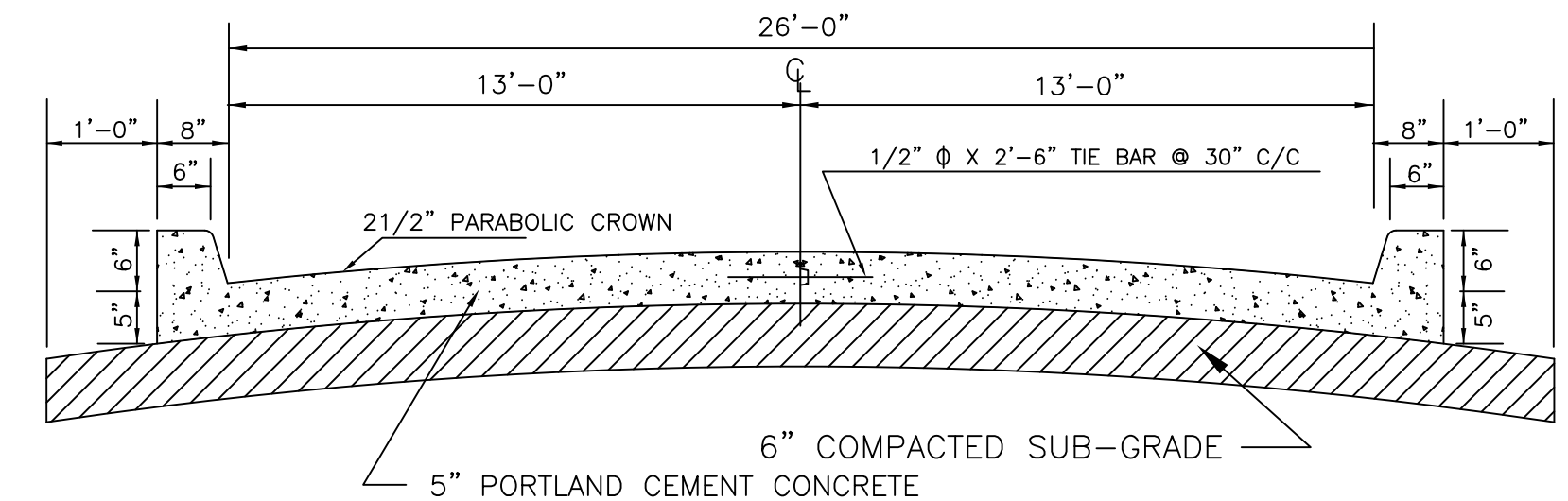
LINE DATA:

LINE NO.	LENGTH	BEARING
1	35.28	N44°39'52"E
2	35.29	S45°00'00"E
3	30.75	S35°21'39"E
4	30.75	N36°22'15"E

SSMH
TR=1246.36'
N FL=1237.33' 8"PVC
E FL=1237.59' 8"PVC
S FL=1237.29' 8" PVC



LOCATION MAP
NOT TO SCALE



TYPICAL SECTION 5" P.C. CONC. PAVING

- NOTES:**
- ALL CONSTRUCTION TO BE IN ACCORDANCE WITH MIDWEST CITY STANDARDS.
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OWNERSHIP:
HGL CONSTRUCTION
2000 S. DOUGLAS BLVD
MIDWEST CITY, OK 73130
PHONE: (405) 737-7588 FAX 869-4995

SURVEYOR:
JIVDEN AND COMPANY
13501 EASTERN AVENUE
OKLAHOMA CITY, OK 73131
CA #4151 - EXPIRE JUNE 30, 2018

DENSITY:
8 SINGLE FAMILY RESIDENCIES ON 2.31 ACRES = 3.463 RES PER ACRE

PAVING:
APPROX. 610 LF OF PC CONCRETE PAVING

RECREATIONAL AREAS:
COMMON AREA A IS FOR STORM WATER DETENTION AS WELL AS A POSSIBLE RECREATIONAL AREA. (APPROXIMATELY 0.52 ACRES)

SCHOOL DISTRICT:
CHOCTAW-NICOMA PARK.

CERTIFICATE OF SURVEYOR

I, TRACY JIVDEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN AND FOR THE STATE OF OKLAHOMA, AND THAT THE FINAL PLAT OF FLORENCE ESTATES, AN ADDITION TO MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA, CONSISTING OF ONE SHEET, REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE _____ DAY OF _____, 2013, AND THAT ALL 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 REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS; AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE II SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

STATE OF OKLAHOMA S.S.
COUNTY OF OKLAHOMA S.S.

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TRACY JIVDEN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE ABOVE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED ON THE _____ DAY OF _____, 2013.

MY COMMISSION EXPIRES: _____

TRACY JIVDEN, REGISTERED LAND SURVEYOR # _____

NOTARY PUBLIC

PRELIMINARY PLAT: FLORENCE ESTATES
Jackson & Jackson Engineering, Inc
5350 S. Western Ave, Suite 222
Oklahoma City, Ok 73109
Certificate Of Authorization # 3770
Expires June 30, 2019
Phone: (405) 225-1978
Fax: (844) 274-2997



Ellen Weber Stevens, Ph.D., P.E.

1134 NW 33rd Street
Oklahoma City, OK 73118
(405) 747-6598
ellen@ellenphdpe.com

November 3, 2017

Derek Jackson, P.E.
Jackson & Jackson Engineering
3125 SW 97th Street
Oklahoma City, OK

Subject: Drainage Evaluation for Florence Estates

Under existing conditions, runoff enters the site from the north, east, and west and the site forms a natural swale which discharges into an 18-foot concrete flume that runs for about 180 feet along the south property border. The flume flows to the west and turns to the south at the southwest corner of the property.

The intent with the site drainage is to maintain pre-development drainage patterns to the extent feasible. With that objective, the following drainage system is proposed.

The roadway will generally follow the natural lay of the land, with low point located approximately 180 feet from the west property boundary. Discharge entering the property from the west will be intercepted in the cul de sac and conveyed to the low point. Discharge entering the property from the north generally enters at the north property boundary, approximately 250 feet from the northwest property corner. Discharge from the east is mainly sheet flow from rainfall on Post Road and the property itself.

It is noted that discharge entering the property is significant. Total drainage area is 132 acres and peak 100-year discharge is calculated to be 498 cfs. This accounts for the discharge through the 4 by 2.5-foot and 3 by 3-foot RCBs crossing Reno, the discharge through the 36 and 42-inch pipes crossing Post, and runoff originating in the open land southwest of the intersection. There is a significant amount of open land at present, but an assumption of full development into single-family homes was made for the calculations.


It is proposed to intercept discharge entering the site north of the road in a concrete flume, with adequate capacity to avoid backing up water onto the property to the north. A storm sewer under the road will be provided for smaller events, to convey the discharge south of the road.

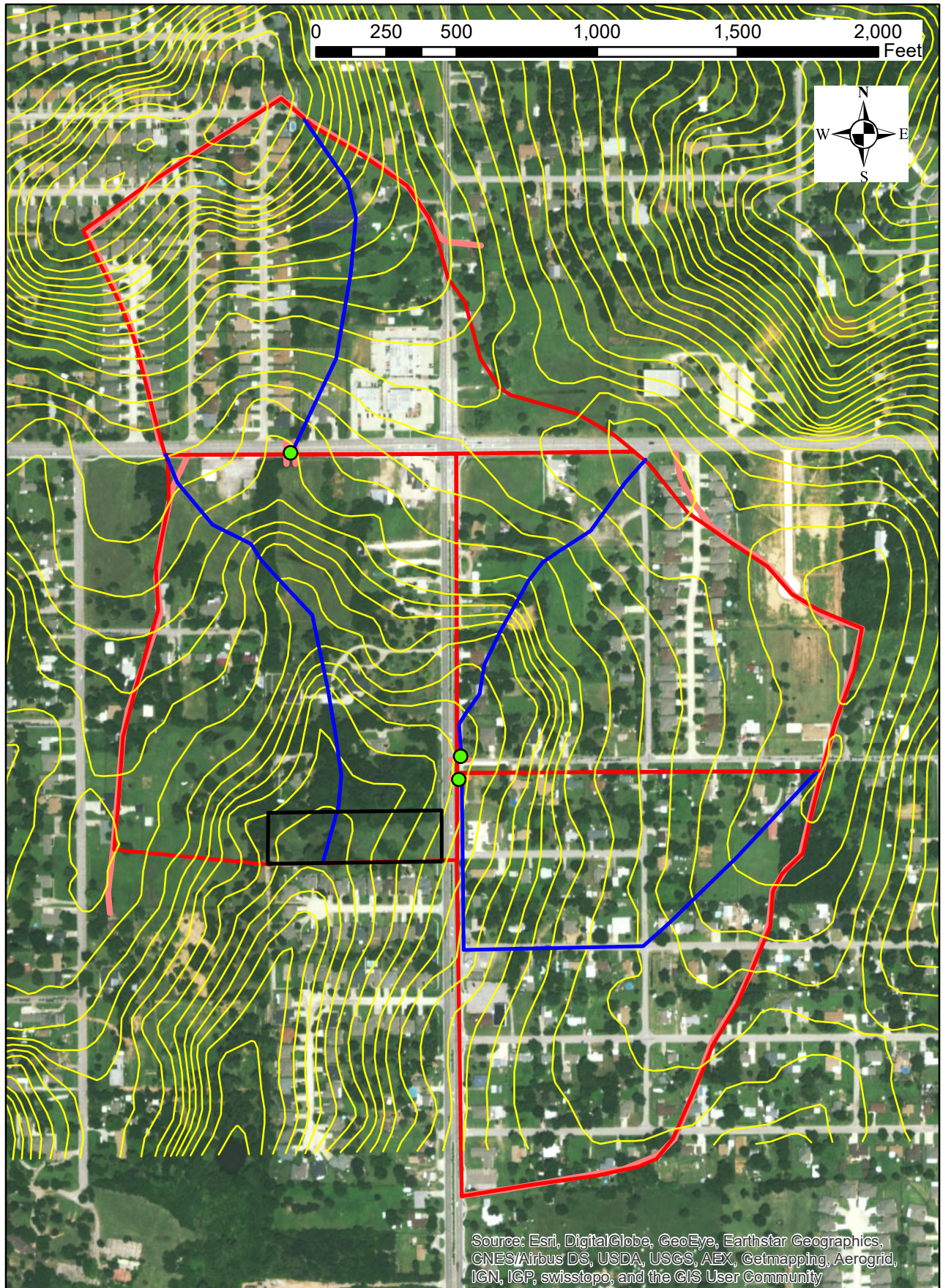
A drainage easement will be provided south of the road, in the location of the existing natural swale. The easement will have sufficient width to maintain the depth and velocity roughly equal to existing conditions, and it is anticipated that about 75 feet will be sufficient. Curb cuts on both north and south sides of the road will be provided at the flume/easement location so that events exceeding the capacity of the storm sewer may flow across the road to the easement. The wide easement will allow the discharge to spread out and slow down, so that the depth and velocity are similar to existing conditions once the discharge reaches the property boundary.

The flume and the easement will be sized to convey the 100-year year discharge and it will be verified that depth in the road is not excessive for safe travel. Home first floor elevations will be above the calculated 100-year water elevation by the amount specified in city codes.

We conclude that this concept will provide safe passage of drainage with minimal or no impacts to adjacent property.

Sincerely,


Ellen W. Stevens, Ph.D., P.E.



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



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
Building Official
GIS DIVISION
Kathy Spivey, GIS Coordinator

To: Honorable Mayor and City Council
From: Billy Harless, Community Development Director
Date: November 14, 2017

Subject: (PC – 1924) Public hearing with discussion and consideration of approval of the Preliminary Plat of Florence Estates for the property described as a part of the NE/4 of Section 1, T-11-N, R-1-W, located in the 400 block of S. Post Road. This item was tabled at the October 24, 2017 City Council meeting.

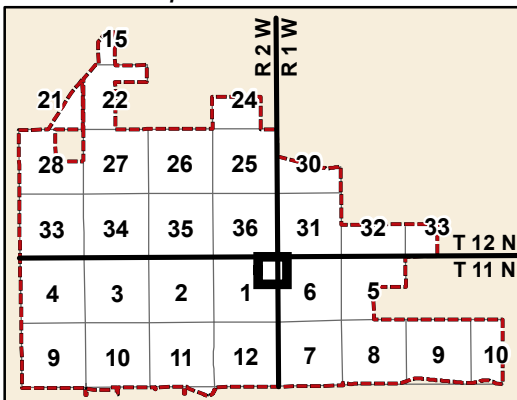
Staff recommends that no action be taken on this item. The Planning Commission tabled this item to their December 5, 2017 meeting as the City Council has not yet approved or denied the zoning request. The zoning request must be approved before the plat application can be considered.

Billy Harless, AICP
Community Development Director






KG



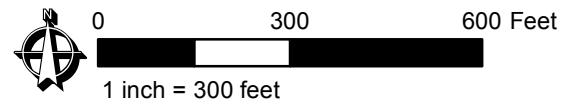
Locator Map



General Map Legend

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

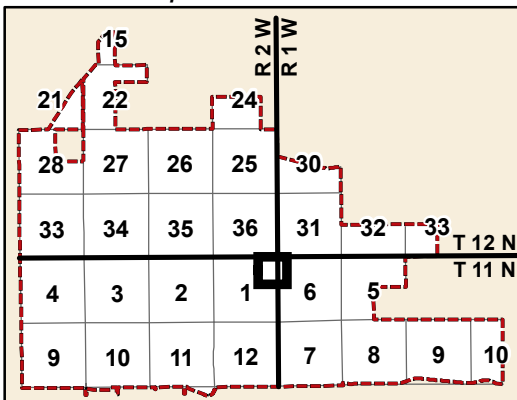
**GENERAL MAP FOR
PC-1924
(NE/4, Sec. 1, T11N, R2W)**



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



Locator Map



**2015 DOP (AERIAL) VIEW FOR
PC-1924
(NE/4, Sec. 1, T11N, R2W)**

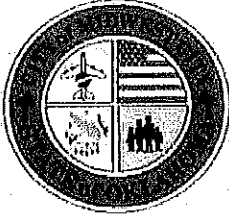


0 300 600 Feet



1 inch = 300 feet

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The City of
MIDWEST CITY
 COMMUNITY DEVELOPMENT DEPARTMENT
 ENGINEERING DIVISION

Petition for Waiver to Subdivision Improvement
Application Form

Address/Location of Requested Waiver: 400 Block of S. Post Road

Legal Description: Lot _____ Block _____ Subdivision Florence Estates (proposed)

Applicant: David Lloyd Email Address dlloyd@hglconstruction.com

Applicant Company: HGL Construction Telephone Number 869-4994

Address 2000 S. Douglas Boulevard Zip Code 73130

Property Owner HGL Construction Telephone Number 869-4994

Address 2000 S. Douglas Boulevard Zip Code 73130

REQUESTED WAIVER: 60-Day Action by the Planning commission

APPLICABLE CONDITIONS:

- 1. Improvements are part of an upcoming City project.
- 2. The Plat or Lot(s) to be developed contain(s) only partial or isolated improvements and the proposed improvements will not tie to existing improvements.
- 3. Special conditions applicable to the property exist related to its location.

*Please explain the special conditions and how they apply:
The zoning has not been approved.

I have read the attached the Midwest City Petition for Subdivision Waivers Information Sheet of request this waiver be granted. Applicant understands that if a waiver is issued, then all provisions of the City ordinances and state laws must be complied with whether herein specified or not. This approval does not permit the violation of any city ordinance or state law.

David Lloyd
 Signature of Applicant/Owner

September 27, 2017
 Date

Mail, Fax, Email, or Hand Deliver to:
 Patrick Menefee, P.E., City Engineer
 Email Address pmenefee@midwestcityok.org

LEGAL DESCRIPTION:

Part of the Northeast Quarter of Section 1, Township 11 North Range 1 West of the 1st, Oklahoma County, Oklahoma, being more particularly described as follows:
 Commencing at the Northeast Corner of the Northeast Quarter of Section 1, Township 11 North Range 1 West of the 1st, Oklahoma County, Oklahoma, thence S00°00'00"W along the east line of said Northeast Quarter a distance of 7,316.65 feet; thence N89°45'08"W a distance of 609.83 feet to the Point of Beginning; thence S00°00'00"W a distance of 7,316.65 feet; thence N89°45'08"W a distance of 609.83 feet to the Point of Beginning, establishing 2.31 acres more or less.

**PRELIMINARY PLAT
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 A PART OF THE NE/4 OF SECTION 1, T11N, R2W, I.M.
 MIDWEST CITY, OKLAHOMA COUNTY, OKLAHOMA**

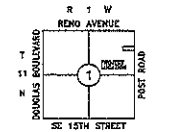
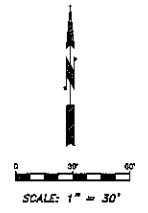
LEGEND:

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LINE DATA:

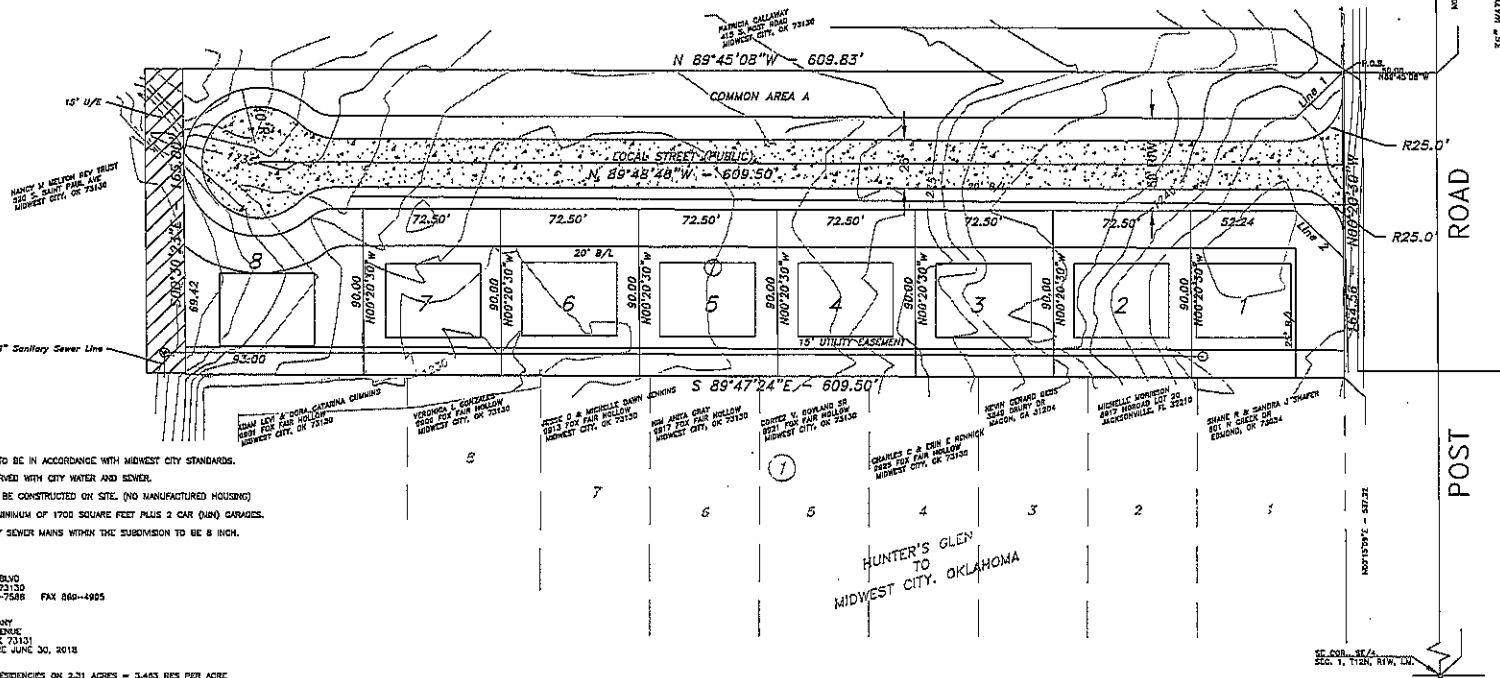
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 S FL=1237.29' 8" PVC



**LOCATION MAP
 NOT TO SCALE**

PRELIMINARY PLAN FLORENCE ESTATES
 JACKSON & JACKSON Engineering, Inc
 6860 S. Western Ave., Suite 222
 Oklahoma City, OK 73109
 Certificate of Authorization # 3770
 Expires June 30, 2015
 Phone: (405) 225-1078
 Fax: (405) 274-2957



NOTES:
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 HOMES TO HAVE A MINIMUM OF 1700 SQUARE FEET PLUS 2 CAR (MIN) GARAGES.
 WATER AND SANITARY SEWER MAINS WITHIN THE SUBDIVISION TO BE 8 INCH.

OWNER/DEVELOPER:
 HDL CONSTRUCTION
 2008 S. DOUGLASS BLVD
 MIDWEST CITY, OK 73130
 PHONE: (405) 737-7588 FAX 866-4825

SURVEYOR:
 JUDSON AND COMPANY
 13301 EASTERN AVENUE
 OKLAHOMA CITY, OK 73131
 OK #4151 - EXPIRES JUNE 30, 2018

DENSITY:
 8 SINGLE FAMILY RESIDENCES ON 2.31 ACRES = 3.465 RES PER ACRE

PARKING:
 APPROX. 810 LF OF PG CONCRETE PARKING

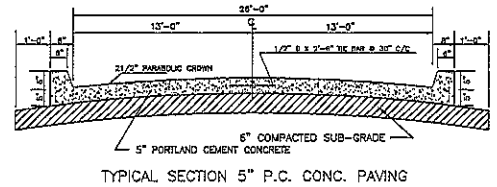
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SCHOOL DISTRICT:
 GROSSMAN-MIDCITY PARK

CERTIFICATE OF SURVEYOR
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STATE OF OKLAHOMA S.E.
 COUNTY OF OKLAHOMA S.E.
 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TRACY JUDSON, WHO IS KNOWN TO ME TO BE THE PERSONAL OWNER, WHO EXECUTED THE ABOVE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED ON THE _____ DAY OF _____, 2015.
 MY COMMISSION EXPIRES: _____

TRACY JUDSON, REGISTERED LAND SURVEYOR # _____
 #0497 PUBLIC





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

Memorandum

TO: Honorable Mayor Dukes, Vice- Mayor Dawkins and the Midwest City Council

FROM: Robert Coleman, Director of Economic Development

DATE: November 14, 2017

SUBJECT: Discussion and consideration of restricting public vehicular access to Buena Vista Avenue from approximately January 1, 2018, to approximately May 15, 2018, for resurfacing and reconstruction relative to the second phase of the Sooner Rose Shopping Center.

Sooner Investment is contracting with Silver Star Construction to rebuild Buena Vista Avenue to commercial grade specifications between SE 12th Street and SE 15th Street. To expedite the job, they are requesting a complete road closure for the described dates.

Restricting access will decrease the likelihood of accidents while allowing Silver Star to work unimpeded. Sooner Investment has contracted to purchase the houses located between 1512 - 1500½ S Buena Vista AV and all five will be vacated and razed before the closure. Silver Star will work with the Cross Timbers Nursing and Rehabilitation Center, 1400 Buena Vista AV to maintain necessary access to its western entrance.

Staff recommends approval.

A handwritten signature in black ink, appearing to read "R. Coleman", written over a horizontal line.

Robert B. Coleman
Director of Economic Development

Attachment: Letter from Leland Clark, Sooner Investment.

SOONER INVESTMENT

Commercial and Investment Real Estate

September 25, 2017

Guy Henson

Robert Coleman

City of Midwest City

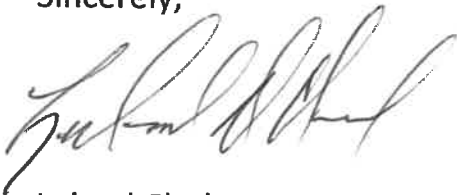
RE: Buena Vista Street Construction

The reconstruction of Buena Vista, north of 15th Street is scheduled to begin January 15, 2018. Sooner Investment, the developer of the Sooner Rose 2 project is requesting that Buena Vista be completely closed for the new construction. Complete closure will significantly reduce the construction timeline and reduce expense. The current schedule calls for Buena Vista to be closed from January 15 until May 1, taking about 3 ½ months to complete. If the street remains open with ½ of the street completed, then the second ½ to follow, the construction schedule would be extended by 30 days and the additional cost is estimated at \$16,500.

The five houses currently with access on Buena Vista will be vacated by November 2017. The local traffic will have access to 12th Street and to Sooner Rd. with the existing signal light. The removal of the houses will greatly reduce the dependency on Buena Vista for access.

Consideration by the City of Midwest City to the closure of Buena Vista is greatly appreciated.

Sincerely,



Leland Clark



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
Kathy Spivey, GIS Coordinator

TO : Honorable Mayor and Council

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

DATE : November 14th, 2017

SUBJECT : Discussion and consideration of a request to fund the construction of a water line extension from Westminster Road to S.E. 28th Street along Roefan Road and Hand Road in the amount of \$339,654.75.

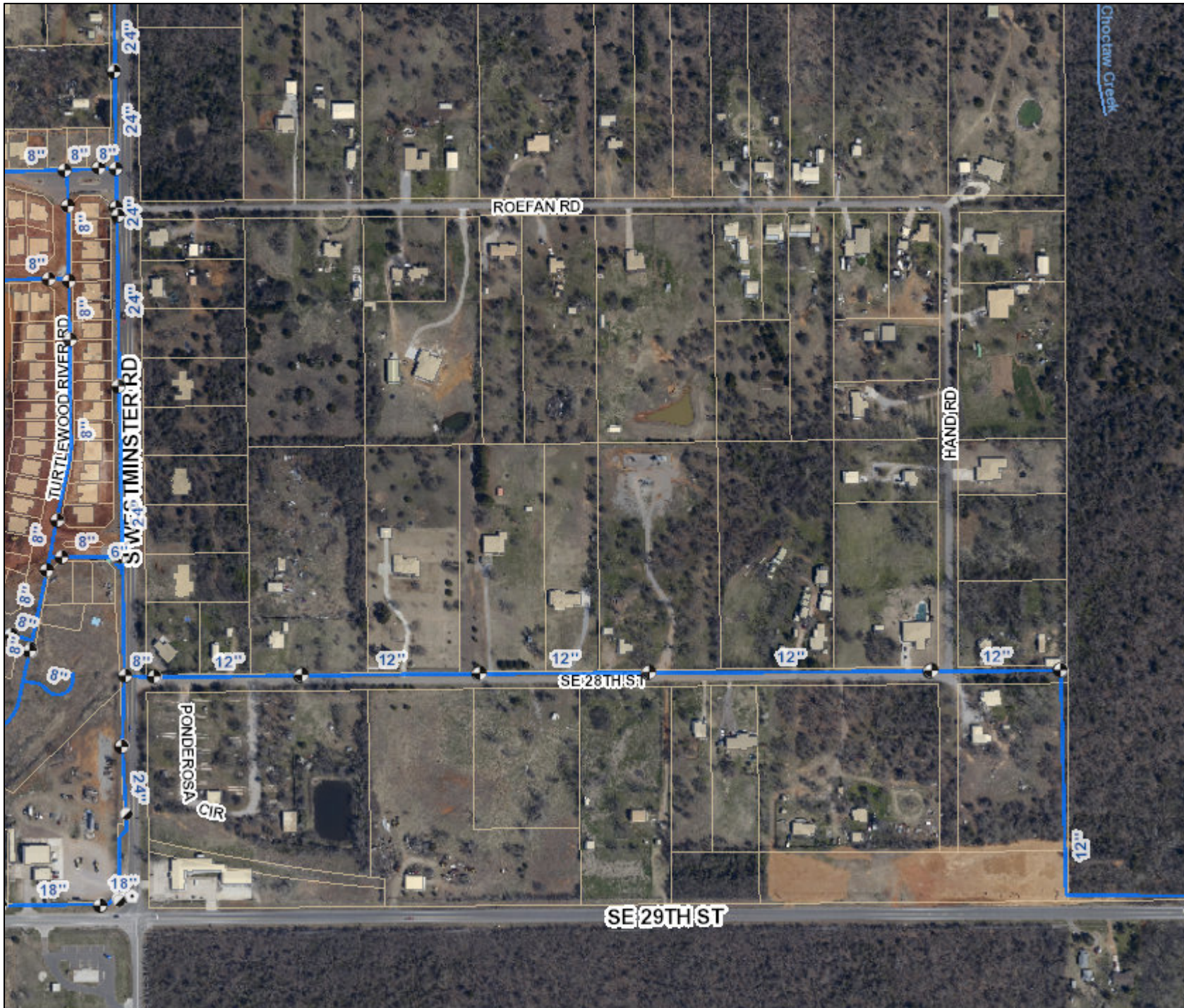
The former Eagle Industries industrial site, located at the corner of S.E. 29th Street and Westminster Road, has been in news recently concerning illegal chemical disposal issues and the groundwater contamination it's caused for the area's water wells. DEQ has been collecting water samples throughout the area trying to define the spread of the contaminants and has had an elevated result at one of the area's wells within the city limits.

The local citizens in the area that do not have access to city water are lobbying the city to fund and install a water line extension from Westminster Road to S.E. 28th Street along Roefan Road and Hand Road, closing this gap in the city's water infrastructure system. The attached petition is a request from the residents along this corridor.

Water line was installed in the area along S.E. 28th and 29th Street from Westminster Road to Anderson Road in 2012-13 as part of the city's efforts to continue to expand the water system east throughout the city. At that time, the residents along Roefan and Hand were petitioned during the design phase of the project to gauge their interest in tying to city water, if it was extended and available. The lack of interest from the residents (only five said they would tie to city water if extended) led to the project not being pursued and is why water wasn't installed at that time.

The \$339,654.75 estimate includes the cost of a survey for the design of the project, the installation costs of the water line extension, and the cost of the water meters being set on each impacted property along the corridor.

Patrick Menefee, P.E.
City Engineer




1 in = 380 ft
when printed actual size
on 8-1/2"x11" paper

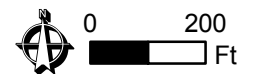
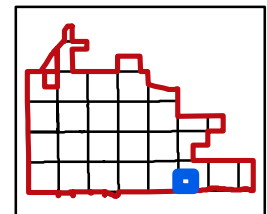
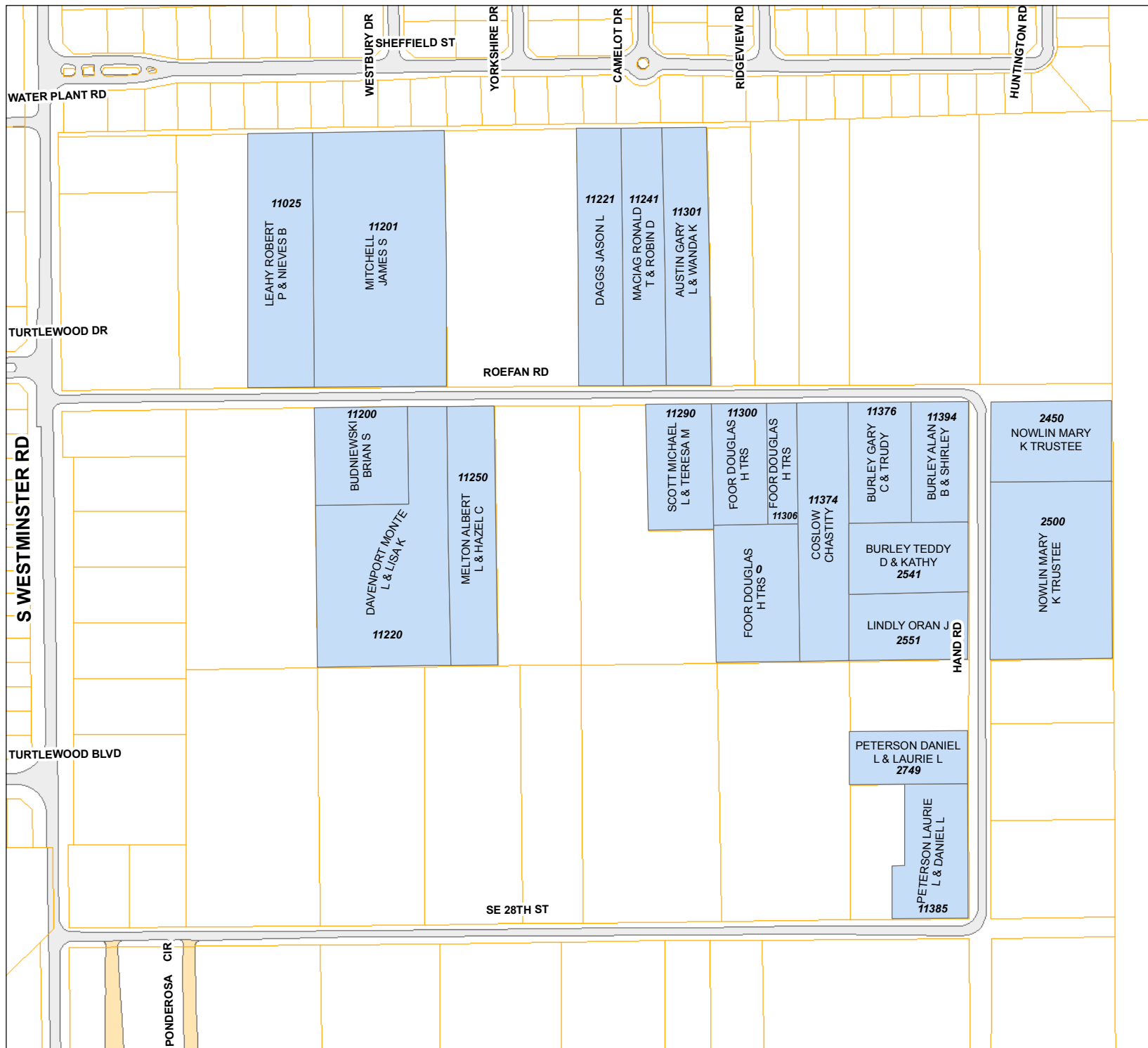
DISCLAIMER

This map is a general information public resource. The City of Midwest City makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the information provided on this map. Any party's use or reliance on this map, or any information on it, is at that party's own risk and without liability to the City of Midwest City, its officials or its employees for any discrepancies, errors or variances that may exist.

Roefan Rd Hand Rd Water Line Petition

Legend

 Legible Midwest City
Petition Signers



Map Date: 11/8/2017

Disclaimer

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PETITION

We the undersigned, on this 22nd day of October, 2017, hereby request that the City of Midwest City provide access to municipal water to both Roefan road and Hand road.

Jim Mitchell Douglas H. Ford

LISA DAVENPORT Charlene Smith

Mike Davenport Scott Smith

Hazel Melton Gary Burley

Robert Melton Shirley Burley

Ken Macias Allan Burley

Kathy Austin Dwight Lilly

Barry Austin Robert Pealy

PETITION

We the undersigned, on this 22nd day of October, 2017, hereby request that the City of Midwest City provide access to municipal water to both Roefan road and Hand road.

Robin E. Budniewski

Brian Budniewski

[Signature]

Chastity Costlow

[Signature]

Kate Burley

Oeresa Scott

[Signature]

Jane Duff

[Signature]

[Signature]

Raunie Peterson

[Signature]

Lindsay Wiggy

Lacey Lindaveras

[Signature]

PETITION

We the undersigned, on this 22nd day of October, 2017, hereby request that the City of Midwest City provide access to municipal water to both Roefan road and Hand road.

Mary K. Nowlin Trust
2450 Hand Road

Boyd M. Mize trustee

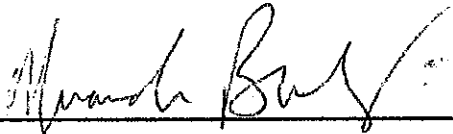
Mary K. Nowlin Trust
2500 Hand Road

Boyd M. Mize trustee

copy

PETITION

We the undersigned, on this 22nd day of October, 2017, hereby request that the City of Midwest City provide access to municipal water to both Roefan road and Hand road.

**Engineer's Estimate -
Waterline Extension, Roefan & Hand**

Description	Unit	Qty	Unit Price	Est. Price
Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00
Erosion Control	LS	1	\$ 2,000.00	\$ 2,000.00
Solid Slab Sodding	SY	2958	\$ 3.00	\$ 8,875.00
Agg Base	CY	118.5	\$ 50.00	\$ 5,925.93
6" Drive	SY	1067	\$ 55.00	\$ 58,666.67
8" Water Line	LF	3550	\$ 30.00	\$ 106,500.00
Hydrant and Assembly	Ea	7	\$ 3,000.00	\$ 21,000.00
8" Solid Sleeve	Ea	1	\$ 450.00	\$ 450.00
8" 45 Bends	Ea	6	\$ 500.00	\$ 3,000.00
Pressure and Disinfection Test	Ea	1	\$ 2,000.00	\$ 2,000.00
8" X 8" X 8" T	Ea	1	\$ 600.00	\$ 600.00
8" X 8" X 6" T	Ea	7	\$ 550.00	\$ 3,850.00
8" Gate Valve and Box	Ea	7	\$ 1,700.00	\$ 11,900.00
6" Gate Valve and Box	Ea	7	\$ 1,200.00	\$ 8,400.00
8" Tapping valve and box	Ea	2	\$ 2,000.00	\$ 4,000.00
Bore w/14" Steel Casing	LF	80	\$ 150.00	\$ 12,000.00
Short Service	Ea	15	\$ 550.00	\$ 8,250.00
Long Service	Ea	16	\$ 1,300.00	\$ 20,800.00
Mobilization	LS	1	\$ 28,604.98	\$ 28,604.98
Staking Level II	LS	1	\$ 2,832.18	\$ 2,832.18
Water Meter and Tie On	Ea	25	\$ 700.00	\$ 17,500.00
Design Survey	LS	1	\$ 7,500.00	\$ 7,500.00
			Total	\$ 339,654.75



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

November 6, 2017

Brian Budnidski
11200 Roefan Rd.
Midwest City, OK 73130

Subject: 11200 Roefan Rd. Water Well Sample Results

Dear Mr. Budnidski,

Thank you for allowing the Department of Environmental Quality (DEQ) to sample your well on October 6, 2017. The purpose of this letter is to provide you with the laboratory results of the test. DEQ has identified several monitoring wells on the north and south sides of S.E. 29th Street that show evidence of contamination from trichloroethylene, a common solvent used to remove grease from metal parts. This chemical solvent can move in groundwater and show up in well water near-by. Due to this solvent contamination, the DEQ is sampling private water wells in the area.

Attached to this letter are the results of the sampling of your well at 11200 Roefan Rd. The results list a number of chemicals that were analyzed with a symbol <0.5 in the result column. This means that those chemicals are either **not present**, or **below** the detection threshold. Currently, your well shows no sign of contamination from volatile organic compounds (VOCs).

We cannot be sure that your well will continue to test below the federal standards. We believe your water is safe to drink, but we cannot guarantee that any level of contamination will never reach your well. DEQ is actively investigating TCE contamination in the groundwater in your area.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sara Downard', is written over a faint circular seal of the State of Oklahoma.

Sara Downard
Project Manager
Site Remediation Section
Land Protection Division

Attachments





State Environmental Laboratory Services Division

EPA DRINKING WATER CERTIFICATION #OK00013
NH ELAP ACCREDITATION #2338 FOR METHOD EPA 1623.1

Report of Analysis

General Inquiries: (Toll-Free) 1-866-412-3057 (E-mail) selsd@deq.ok.gov

SAMPLE INFORMATION

Sample Number: ODEQ-1203710-03

11200 ROEFAN (3C)

Collected By: SD,CL
Collected: 10/6/17 11:21 am
Received: 10/6/17 12:21 pm
Receipt Temp: 7.6 °C

TEST RESULTS

Analysis Method: EPA 524.3

Analysis: EPA524.3 Volatile Organics (VOC)

Component Name	Result	Unit	Qualifiers	Reviewer	Analyzed On
1,1,1-Trichloroethane	<0.5	µg/L		RMA	10/10/2017
1,1,2-Trichloroethane	<0.5	µg/L		RMA	10/10/2017
1,1-Dichloroethene	<0.5	µg/L		RMA	10/10/2017
1,2,4-Trichlorobenzene	<0.5	µg/L		RMA	10/10/2017
1,2-Dichlorobenzene	<0.5	µg/L		RMA	10/10/2017
1,2-Dichloroethane	<0.5	µg/L		RMA	10/10/2017
1,2-Dichloropropane	<0.5	µg/L		RMA	10/10/2017
1,4-Dichlorobenzene	<0.5	µg/L		RMA	10/10/2017
Benzene	<0.5	µg/L		RMA	10/10/2017
Bromodichloromethane	<0.5	µg/L		RMA	10/10/2017
Bromoform	<0.5	µg/L		RMA	10/10/2017
Carbon tetrachloride	<0.5	µg/L		RMA	10/10/2017
Chlorobenzene	<0.5	µg/L		RMA	10/10/2017
Chloroform	<0.5	µg/L		RMA	10/10/2017
cis-1,2-Dichloroethene	<0.5	µg/L		RMA	10/10/2017
Dibromochloromethane	<0.5	µg/L		RMA	10/10/2017
Ethylbenzene	<0.5	µg/L		RMA	10/10/2017
m- and p-Xylene	<0.5	µg/L		RMA	10/10/2017
Methyl tert-butyl ether	<0.5	µg/L		RMA	10/10/2017
Methylene chloride	<0.5	µg/L		RMA	10/10/2017
o-Xylene	<0.5	µg/L		RMA	10/10/2017
Styrene	<0.5	µg/L		RMA	10/10/2017
Tetrachloroethene	<0.5	µg/L		RMA	10/10/2017
Toluene	<0.5	µg/L		RMA	10/10/2017
Total Trihalomethanes	<2.0	µg/L		RMA	10/10/2017
Total Xylenes	<0.5	µg/L		RMA	10/10/2017
trans-1,2-Dichloroethene	<0.5	µg/L		RMA	10/10/2017
Trichloroethene	<0.5	µg/L		RMA	10/10/2017

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State Environmental Laboratory Services Division

EPA DRINKING WATER CERTIFICATION #OK00013
NH ELAP ACCREDITATION #2338 FOR METHOD EPA 1623.1

Report of Analysis

General Inquiries: (Toll-Free) 1-866-412-3057 (E-mail) selsd@deq.ok.gov

Vinyl chloride	<0.5	µg/L	RMA	10/10/2017
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SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

September 25, 2017

Brian Budnidski
11200 Roefan Rd
Oklahoma City, OK 73130

Subject: 11200 Roefan Rd Water Well Sample Results

Dear Mr. Budnidski

Thank you for allowing the Department of Environmental Quality (DEQ) to sample your well on August 23, 2017. The purpose of this letter is to provide you with the laboratory results of the test. DEQ has identified several monitoring wells on the north and south sides of S.E. 29th Street that show evidence of contamination from trichloroethylene, a common solvent used to remove grease from metal parts. This chemical solvent can move in groundwater and show up in well water near-by. Due to the solvent contamination, the DEQ is sampling private water wells in the area.

Attached to this letter are the results of the sampling of your well at 11200 Roefan Rd. The results list a number of chemicals that were analyzed, with a symbol <0.5 in the Result column. This means that those chemicals are either not present, or below the detection threshold.

The following chemical was found at levels below the federal standard for drinking water from your kitchen tap:

Chemical	Concentration (microgram per liter)	Drinking Water Standard (microgram per liter)
Trichloroethylene (TCE)	2.0	5

Please note the level of TCE in your drinking water is below the federal standard for drinking water. Hence, you can continue using it for drinking, food preparation and other domestic purposes. While only slight contamination has been found in your well at this time, the concentration of TCE could increase over time.



9/25/17

Page 2

We cannot be sure that your well will continue to test below the federal standards. We believe your water is safe to drink, but we cannot guarantee that higher levels of contamination will never reach your well. DEQ is actively investigating TCE contamination in the groundwater in your area.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Sara Downard". The signature is fluid and cursive, with the first name being more prominent.

Sara Downard
Project Manager
Site Remediation Section
Land Protection Division

Attachments



State Environmental Laboratory Services Division

EPA DRINKING WATER CERTIFICATION #OK00013
NH ELAP ACCREDITATION #2338 FOR METHOD EPA 1623.1

Report of Analysis

General Inquiries: (Toll-Free) 1-866-412-3057 (E-mail) selstd@deq.ok.gov

SAMPLE INFORMATION

Sample Number: ODEQ-1191445-03
3A

Collected By: SD,CL
Collected: 8/23/17 9:02 am
Received: 8/23/17 4:08 pm
Receipt Temp: 4.8 °C

TEST RESULTS

Analysis Method: EPA 524.3

Analysis: EPA524.3 Volatile Organics (VOC)

Component Name	Result	Unit	Qualifiers	Reviewer	Analyzed On
1,1,1-Trichloroethane	<0.5	µg/L		HLR	08/24/2017
1,1,2-Trichloroethane	<0.5	µg/L		HLR	08/24/2017
1,1-Dichloroethene	<0.5	µg/L		HLR	08/24/2017
1,2,4-Trichlorobenzene	<0.5	µg/L		HLR	08/24/2017
1,2-Dichlorobenzene	<0.5	µg/L		HLR	08/24/2017
1,2-Dichloroethane	<0.5	µg/L		HLR	08/24/2017
1,2-Dichloropropane	<0.5	µg/L		HLR	08/24/2017
1,4-Dichlorobenzene	<0.5	µg/L		HLR	08/24/2017
Benzene	<0.5	µg/L		HLR	08/24/2017
Bromodichloromethane	<0.5	µg/L		HLR	08/24/2017
Bromoform	<0.5	µg/L		HLR	08/24/2017
Carbon tetrachloride	<0.5	µg/L		HLR	08/24/2017
Chlorobenzene	<0.5	µg/L		HLR	08/24/2017
Chloroform	<0.5	µg/L		HLR	08/24/2017
cis-1,2-Dichloroethene	<0.5	µg/L		HLR	08/24/2017
Dibromochloromethane	<0.5	µg/L		HLR	08/24/2017
Ethylbenzene	<0.5	µg/L		HLR	08/24/2017
m- and p-Xylene	<0.5	µg/L		HLR	08/24/2017
Methyl tert-butyl ether	<0.5	µg/L		HLR	08/24/2017
Methylene chloride	<0.5	µg/L		HLR	08/24/2017
o-Xylene	<0.5	µg/L		HLR	08/24/2017
Styrene	<0.5	µg/L		HLR	08/24/2017
Tetrachloroethene	<0.5	µg/L		HLR	08/24/2017
Toluene	<0.5	µg/L		HLR	08/24/2017
Total Trihalomethanes	<2.0	µg/L		HLR	08/24/2017
Total Xylenes	<0.5	µg/L		HLR	08/24/2017
trans-1,2-Dichloroethene	<0.5	µg/L		HLR	08/24/2017
Trichloroethene	2.0	µg/L		HLR	08/24/2017

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State Environmental Laboratory Services Division

EPA DRINKING WATER CERTIFICATION #OK00013
NH ELAP ACCREDITATION #2338 FOR METHOD EPA 1623.1

Report of Analysis

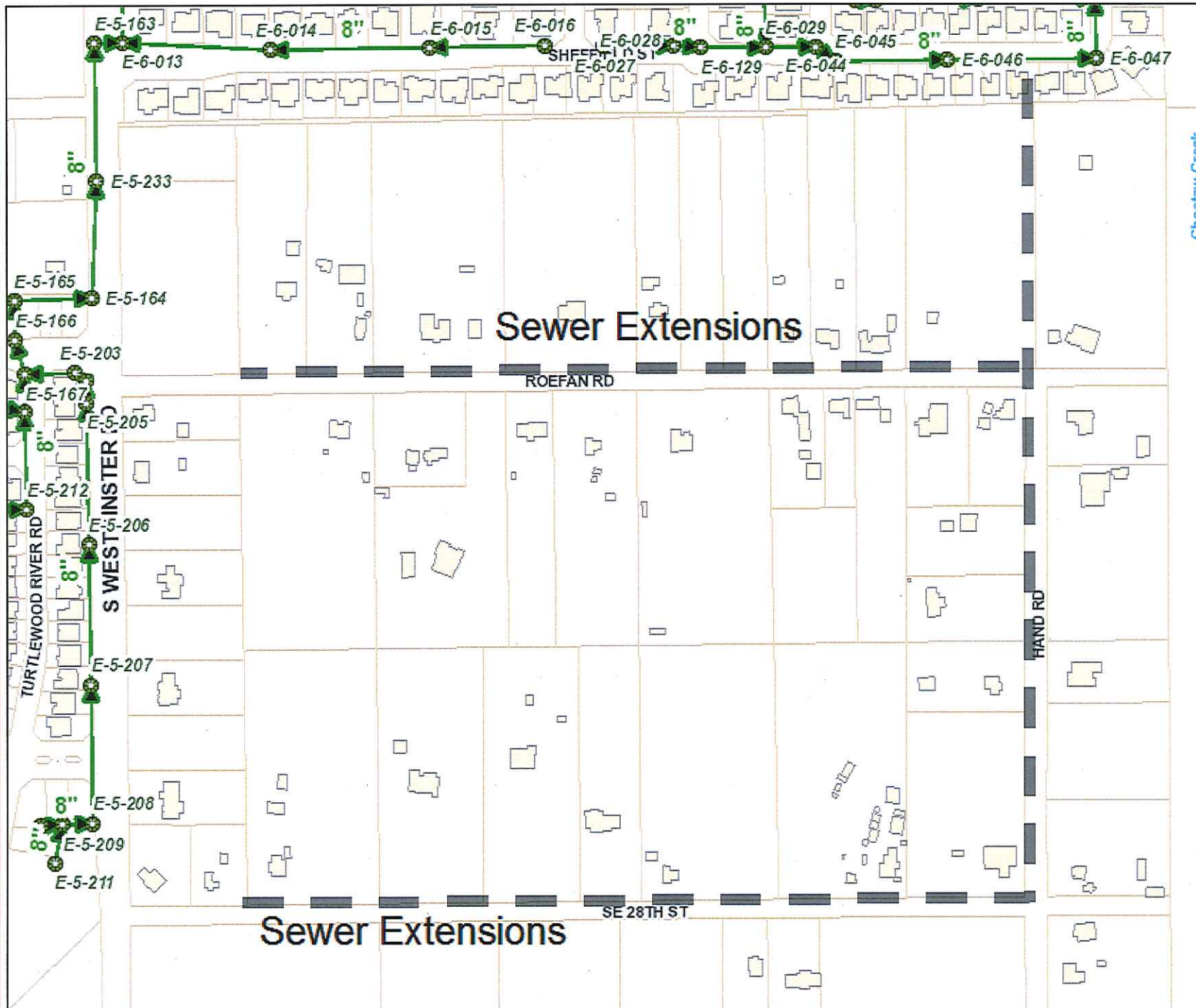
General Inquiries: (Toll-Free) 1-866-412-3057 (E-mail) selsd@deq.ok.gov

Vinyl chloride	<0.5	µg/L	HLR	08/24/2017
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ROEFAN, HAND, & S.E. 28TH STREET
SEWER EXTENSION PLANS
ESTIMATED PROJECT COST

<u>ITEM NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>COST</u>
1	8" SANITARY SEWER (PVC)	LF	5500	40.00	\$220,000.00
2	MANHOLES (0'-6')	EA	20	2,500.00	\$50,000.00
2	14" CASING (BY BORE)	LF	62	95.00	\$5,890.00
3	CLEARING AND GRUBBING	LS	1	15,000.00	\$15,000.00
4	REMOVE AND REPLACE DRIVEWAY	SY	250	75.00	\$18,750.00
5	CRUSHER RUN BACKFILL	CY	60	25.00	\$1,500.00
6	TRENCHING (0'-6')	LF	5500	8.00	\$44,000.00
7	EROSION CONTROL	LS	1	10,000.00	\$10,000.00
8	PIPE LEAKAGE TEST	LS	1	10,000.00	\$10,000.00
9	DEFLECTION TEST	LS	1	10,000.00	\$10,000.00
10	SURVEY	LS	1	5,000.00	\$5,000.00
				TOTAL=	\$390,140.00

NOTE: THIS IS A GENERAL ESTIMATE ON QUANTITIES AND THEIR COST.



Choctaw Creek

Sewer Extensions

Sewer Extensions



1 in = 339 ft
when printed actual size
on 8-1/2"x11" paper

DISCLAIMER
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City Clerk
100 N. Midwest Boulevard
Midwest City, OK 73110
ratkins@midwestcityok.org
Office: 405-739-1240

Memorandum


TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: November 14, 2017

SUBJECT: Discussion and consideration of passing and approving a resolution and proclamation authorizing the calling and holding of a primary election on February 13, 2018, if necessary, and a general election, if necessary, on April 3, 2018 in all wards of the City of Midwest City, County of Oklahoma, State of Oklahoma, for the purpose of electing Ward 1, 3, and 5 councilmembers and the mayor, an at-large position; enumerating the qualifications for those offices; and establishing the filing period.

The proposed election resolution and proclamation are attached for your review and approval.


Sara Hancock, City Clerk

Attachments

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RESOLUTION NO. 2017-_____

A RESOLUTION OF THE CITY OF MIDWEST CITY, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A PRIMARY ELECTION ON FEBRUARY 13, 2018, IF NECESSARY, AND A GENERAL ELECTION, IF NECESSARY, ON APRIL 3, 2018 IN ALL WARDS OF THE CITY OF MIDWEST CITY, COUNTY OF OKLAHOMA, STATE OF OKLAHOMA, FOR THE PURPOSE OF ELECTING WARD 1, 3 AND 5 COUNCILMEMBERS AND MAYOR, AN AT-LARGE POSITION; ENUMERATING THE QUALIFICATIONS FOR THOSE OFFICES; AND ESTABLISHING THE FILING PERIOD

NOTICE OF ELECTION

BE IT RESOLVED by the city council of the home rule charter government for the City of Midwest City, for the purpose of electing councilmembers of that city, that:

- 1) A non-partisan primary election shall be held on the second Tuesday in February, 2018 (February 13, 2018) to nominate candidates for the offices the terms of which are expiring; provided that, if not more than one (1) person is a candidate for each office to be filled, they all shall be not only nominated, but also elected, ipso facto, and no primary or general election shall be held. If not more than one (1) person is a candidate for an office, he shall be not only nominated, but also elected, ipso facto, and his name shall not appear on the primary or general election ballot. If only two (2) persons file for an office, they shall be nominated ipso facto, and the primary election shall serve as the general election for the office for which they filed and the person receiving the majority of votes in that election shall be elected to the office for which he filed. If three (3) or more persons file for an office, the two (2) candidates for councilmember from a ward and the two (2) candidates for mayor receiving the greatest number of votes in the primary election shall be nominated; provided that, if one (1) of the candidates for an office receives a majority of all votes cast for all candidates for that office, he alone shall be not only nominated, but also elected, ipso facto; and the names of the candidates for that office shall not appear on the ballot for the general election.
- 2) If all of the offices the terms of which are expiring in 2018 are not filled in the primary election, a non-partisan general election shall be held on the first Tuesday in April, 2018 (April 3, 2018) to elect successors for those offices. Every qualified elector of the wards in which the councilmembers' terms are expiring shall be entitled to vote for one (1) candidate to serve as councilmember in that ward. Election to council seats shall be by ward. The candidate for each office receiving the greatest number of votes for that office shall be elected.

BE IT FURTHER RESOLVED that the following officers will be elected in 2018 for four-year terms:

Ward 1	Councilmember
Ward 3	Councilmember
Ward 5	Councilmember
At Large	Mayor

BE IT FURTHER RESOLVED that each candidate for office shall be a qualified elector of the City of Midwest City; shall be at least twenty-five (25) years old; shall have been a resident of the City of Midwest City for at least one (1) year preceding the election; and must at the time of the election be a resident in good faith of the respective ward from which s/he is elected.

BE IT FURTHER RESOLVED that the City of Midwest City, through the adoption of Ordinance 1872, has provided for absentee ballots to be cast in the City of Midwest City's municipal elections.

BE IT FURTHER RESOLVED that the filing period shall begin and be open on the 4th day of December, 2017 at 8:00 a.m. and continue through the 6th day of December, 2017 at 5:00 p.m. Candidates shall file a sworn statement of candidacy with the Secretary of the Oklahoma County Elec-

1 tion Board.

2 BE IT FURTHER RESOLVED that the polling places for both the primary and general elec-
3 tions, if held, shall be opened at 7:00 o'clock a.m. and shall remain open until and be closed at 7:00
4 o'clock p.m. on those days.

5 PASSED AND APPROVED by the mayor and council of the City of Midwest City, Oklaho-
6 ma this ____ day of _____, 2017.

7 CITY OF MIDWEST CITY, OKLAHOMA

8
9 _____
10 MATTHEW D. DUKES II, Mayor

11 ATTEST:

12 _____
13 SARA HANCOCK, City Clerk

14 APPROVED as to form and legality this ____ day of November, 2017.

15
16 _____
17 PHILIP W. ANDERSON, City Attorney

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1 **ELECTION PROCLAMATION**

2 Pursuant to Resolution No. 2017-_____, duly adopted by the governing body of the City of Midwest
3 City, Oklahoma, the mayor of the city, for the purpose of electing the Ward 1, 3 and 5 councilmem-
4 bers and the mayor, an at-large position to serve four-year terms, hereby calls in the City of Midwest
5 City, County of Oklahoma, State of Oklahoma:

- 6 1) A non-partisan primary election which shall be held on the second Tuesday in Febru-
7 ary, 2018 (February 13, 2018) to nominate candidates for the offices the terms of
8 which are expiring; provided that, if not more than one (1) person is a candidate for
9 each office to be filled, they all shall be not only nominated, but also elected, ipso
10 facto, and no primary or general election shall be held. If not more than one (1) per-
11 son is a candidate for an office, he shall be not only nominated, but also elected, ipso
12 facto, and his name shall not appear on the primary or general election ballot. If only
13 two (2) persons file for an office, they shall be nominated ipso facto, and the primary
14 election shall serve as the general election for the office for which they filed and the
15 person receiving the majority of votes in that election shall be elected to the office for
16 which he filed. If three (3) or more persons file for an office, the two (2) candidates
17 for councilmember from a ward and the two (2) candidates for mayor receiving the
18 greatest number of votes in the primary election shall be nominated; provided that, if
19 one (1) of the candidates for an office receives a majority of all votes cast for all can-
20 didates for that office, he alone shall be not only nominated, but also elected, ipso
21 facto; and the names of the candidates for that office shall not appear on the ballot for
22 the general election.
- 23 2) If all of the offices the terms of which are expiring in 2018 are not filled in the prima-
24 ry election, a non-partisan general election shall be held on the first Tuesday in April,
25 2018 (April 3, 2018) to elect successors for those offices. Every qualified elector of
26 the wards in which the councilmembers' terms are expiring shall be entitled to vote
27 for one (1) candidate for councilmember in that ward. Election to council seats shall
28 be by ward. The candidate for each office receiving the greatest number of votes for
29 that office shall be elected.

30 The polling places for both the primary and general elections, if held, shall be opened at 7:00 o'clock
31 a.m. and shall remain open until and be closed at 7:00 o'clock p.m. on those days.

32 All registered qualified electors residing within the boundaries of Midwest City shall be entitled to
33 vote for mayor and all registered qualified electors residing within Wards 1, 3 and 5 of the city, re-
34 spectively, shall be entitled to vote for a councilmember to represent the ward in which they live to
35 serve a four-year term in office.

DATED AND ISSUED this 14th day of November, 2017.

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

APPROVED as to form and legality this _____ day of November, 2017.

PHILIP W. ANDERSON, City Attorney



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

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Chief of Police

DATE: November 14, 2017

SUBJECT: Discussion and consideration of reviewing and/or approving the recommendations made by the Regional Animal Shelter Council Committee members at the special meeting held on October 24, 2017 and take further action if necessary.

On October 24, 2017, a special meeting of the Regional Animal Shelter Council Committee was held. During the course of dialogue, multiple ideas were examined in regards to an eastern Oklahoma County regional animal welfare center. All efforts from the three previous meetings held by the working discussion group--consisting of agents from Midwest City, Choctaw, Nicoma Park, Harrah, Jones, and Forrest Park were presented for informational purposes.

The Regional Animal Shelter Council Committee, represented by Susan Eads, Pat Byrne and Sean Reed, is bringing all pertinent information before the full council for discussion and consideration of further direction/engagement.

Action is at the discretion of the Council.

Brandon Clabes, Chief of Police

**AGENDA FOR THE SPECIAL MEETING OF THE
REGIONAL ANIMAL SHELTER COUNCIL COMMITTEE**

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

October 24, 2017 - 5:00 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 appointing a Chairman and a Vice-Chairman of the Regional Animal Shelter Council Committee.
2. Discussion and consideration of the interest of surrounding cities and their involvement in a regional animal shelter.
3. Discussion and consideration of expanding the Regional Animal Shelter Council Committee to include members from surrounding cities.
4. Discussion and consideration of findings regarding other regional animal shelter facilities.

C. ADJOURNMENT.





DISCUSSION ITEMS





City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1204
ghenson@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

TO: Councilmembers of the Regional Animal Shelter Council Committee

FROM: J. Guy Henson, City Manager

DATE: October 18, 2017

RE: Discussion and consideration of appointing a Chairman and a Vice-Chairman of the Regional Animal Shelter Council Committee.

A Chairman and Vice-Chairman are needed to ensure the appropriate meeting etiquette going forward as more members are added from outside the Council. Action is at the discretion of the Committee.

J. GUY HENSON
City Manager



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1204
ghenson@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

TO: Councilmembers of the Regional Animal Shelter Council Committee

FROM: J. Guy Henson, City Manager

DATE: October 18, 2017

RE: Discussion and consideration of the interest of surrounding cities and their involvement in a regional animal shelter.

Councilmember Pat Byrne, who on behalf of the Regional Animal Shelter Council Committee, has attended Police Chief Brandon Clabes' Regional Animal Shelter meetings with Harrah, Choctaw, Nicoma Park, Forrest Park, and Jones over the last few months.

During the last meeting, City Attorney, Phil Anderson, gave a presentation on the difference of a municipal trust and an inter-local agreement. He identified strengths and weaknesses with both approaches as to how to manage a regional facility.

There was also discussion about the successful vote for the sale tax initiative in Midwest City and how that impacts our future decisions regarding a general obligation bond election. Although, there has been limited discussion on the location of an actual building, it is the desire of the Regional Animal Shelter working group to have a viable architectural plan in place with good numbers in preparation of the general obligation bond. Chief Clabes and his staff are trying to determine the contractual obligation of hiring someone to do this. He has received information from ACOG about a population growth number of the participating cities for the next 20 years. He has also reached out to the Oklahoma County Commissioners to determine if they want to be involved, but is doubtful of their participation due to financial issues at the county level.

The Regional Animal Shelter group has a meeting scheduled for November 8, 2017.

J. GUY HENSON
City Manager



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1204
ghenson@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

TO: Councilmembers of the Regional Animal Shelter Council Committee

FROM: J. Guy Henson, City Manager

DATE: October 18, 2017

RE: Discussion and consideration of expanding the Regional Animal Shelter Council Committee to include members from surrounding cities.

Action is at the discretion of the Committee.

J. GUY HENSON
City Manager



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
Office 405.739.1204
ghenson@midwestcityok.org
www.midwestcityok.org

MEMORANDUM

TO: Councilmembers of the Regional Animal Shelter Council Committee

FROM: J. Guy Henson, City Manager

DATE: October 18, 2017

RE: Discussion and consideration of findings regarding other regional animal shelter facilities.

Police Chief Brandon Clabes and his staff have gathered information regarding other Regional Animal Shelter facilities. Please see the attached report.

A handwritten signature in cursive script, reading "J. Guy Henson", is written over a horizontal line.

J. GUY HENSON
City Manager

Review of Multi-Municipal Animal Shelter Operation

July 27, 2017

Overview: Upon doing research of multi-municipal operated animal sheltering facilities in the United States, I found that not many organizations tend to operate in the manner as the proposed structure for Midwest City. It appears many of the larger organizations that serve more than one municipality are actually funded by a non-profit organization; usually a well-established and older organization that can date back many generations. These are usually organizations such as a Humane Society or SPCA. Interesting side note: many of these organizations were first started in the early 1900's as both a child and animal welfare shelter to assist both. When the government later got involved, they transitioned to animal welfare only and to date, still do animal control and sheltering for multiple municipalities in their area by contracts. I don't feel a non-profit base structure is the way for us to go, providing it would take forming a new non-profit and essentially would not give control of the organization to the City of Midwest City.

I was able to locate at least two facilities that operate in the manner we are proposing; Peninsula Regional Animal Shelter in Newport News, VA and Williamson County Texas Regional Animal Shelter in Georgetown, TX. I spoke with Michael Barnard of Shelter Planners of America, the organization that did our needs assessment study in 2014 and he advised it is not terribly uncommon for a municipality to structure animal control the way we are proposing but I am finding that many just work off of contract in the manner we have done in the past. Mr. Barnard agrees that is not the most fiscally responsible way to do it and likes the idea we are proposing to other municipalities.

In a nutshell, it appears that what we are proposing is essentially a "state of the art" idea that can be done with proper oversight. Rather than work blindly with the ever-changing "cost per animal", we can come up with solid ways to work with other municipalities and assure that everyone is doing their part from the very beginning, starting with shelter construction. I see one recurring theme with the 2 municipalities I have researched; SPACE. Neither municipality appears to have accounted properly for proper kennel space based on the entire population served. Both have newer facilities and are already having to address this by expansion. This is something we will need to do a lot of research on as the national average intake for a shelter is roughly 4% of its people population.

On the following pages, I have outlined some basic operating structures of the shelters I was able to contact in regards to this.

Peninsula Regional Animal Shelter – Newport News, Virginia



Contact: Roger Isles, Shelter Director (757)933-8900 riles@nnva.gov
<http://www.peninsulaanimalshelter.com/>

- Covers 4 municipal jurisdictions and serves a population of nearly half a million
- Newport News, VA is the largest in population and chose to spearhead the operation
- Building costs and operational costs are divided yearly based on each municipality's percent of the total population served
- All shelter staff employed by city of Newport News, VA
- Each municipality employs their own animal control officers and each have their own office in the new facility to operate out of

I spoke at length with Mr. Isles on the telephone. The Peninsula Regional Animal Shelter opened in January of 2015 as a collaborative effort by themselves and four other municipalities. From the very beginning, all 4 municipalities got together and determined what percent each one would owe toward the construction of the facility. They added all of their populations and figured which percentage of that population each city held; and that was the percentage each were to put toward the new facility. This is also how they break up operating costs each year. Mr. Isles did state that the first year of operation is a challenge because you can only “ballpark” what your costs of operation are and they continue to fine tune it to this day. So, a good thing to note would be to include some wording in the contract in regards to retroactive billing needs if necessary. When asked if he had any regrets or concerns, he stated that the biggest lesson they have learned is they did not accommodate properly for potential population growth of all municipalities and they are **already battling a space issue.** From what I gather, they did not seek the advice of a proper shelter planning organization and thought they had accounted properly; but today he is holding in excess of 100 dogs and 200 cats with nowhere to place more. His best advice was to come up with how much kennel space we feel we need then double it (I would not suggest that particular method). However, this is certainly something we need to keep in mind; not necessarily for Midwest City but definitely for the communities we intend to possibly work with, as they have a large potential for population growth and we don’t want to find ourselves in this same situation 5 or 10 years down the road.



Williamson County Regional Animal Shelter – Georgetown, Texas



Contact: Cheryl Schneider, Shelter Director (512)943-3322 cschneider@wilco.org
<http://pets.wilco.org/>

- Covers 4 municipalities and 1 county for housing of animals
- Each municipality covered building costs of facility and pays percentage of yearly budget based on amount of animals taken in from each the previous year
- Municipalities agreed to funding an expansion in late 2016 to include 85 additional dog kennels and 93 cat kennels
- Formed an advisory board with representatives from each municipality that meets regularly to discuss and vote on shelter issues. Comprised of city managers or others than can make financial decisions. Policies and procedures are also voted on by this board.
- Each partner has their own animal control departments working out of police/sheriff facility. None have an office at the shelter facility.
- Shelter is ran by the county and handles all staffing within the shelter

Jurisdiction Budget Percentage

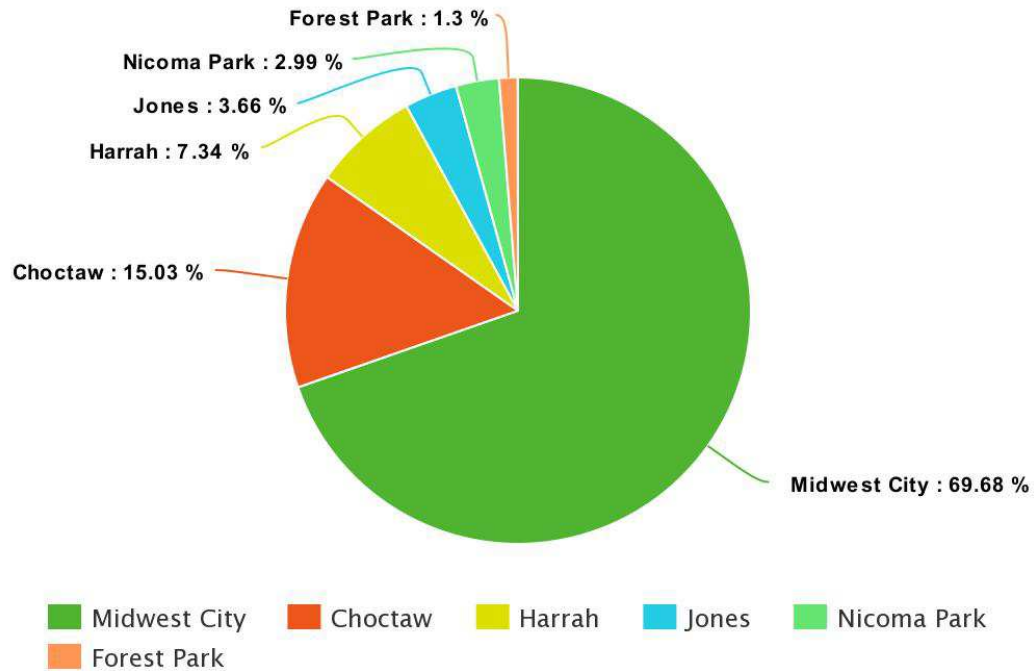
	07-08	08-09	09-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17
Cedar Park	9.5%	9.8%	10.3%	11.9%	10.4%	9.5%	12.2%	11.7%	9.63%	9.26%
Leander	9.5%	10.2%	11%	10.5%	9.1%	9.8%	9.1%	10%	7.4%	8.75%
Round Rock	30%	21.9%	21.3%	21.2%	26.3%	28%	26.6%	25.6%	27.43%	28.67%
Hutto	1%	4.7%	5.5%	5.1%	5.4%	6.5%	4.9%	4.1%	4.73%	5.81%
Williamson Co	50%	53.4%	51.9%	51.3%	48.8%	46.2%	47.2%	48.6%	50.81%	47.51%

A lot of great information can be found in the shelter's 2016 yearly report here:
<http://pets.wilco.org/LinkClick.aspx?fileticket=r3cD32h-O6Q%3d&tabid=3015&portalid=7&mid=1691>

I spoke in depth with Cheryl Schneider about their operation on Aug. 3, 2017. She advised she was not in this position when the shelter was originally built 10 years ago but at the time, building costs were figured based on the percentage of the amount of animals each municipality brings in. She highly suggests doing it this way because now, each year the budget is divided up the same way. She feels this gives other municipalities an incentive for their officers to work harder on not bringing in animals to the shelter; being that the more they bring in, the more it will cost them next year. She said most of theirs keep a lot of heat on the animal control officers to be proactive and try to find where the pet belongs rather than just dropping at the shelter and out of mind from there. Other municipalities do not have offices on site at the shelter. They have a board comprised of either a city manager from each municipality, or other person who can make financial decisions that meets regularly and everything is done by unanimous vote. When asked if there is anything she would do different, she said she certainly would have built a more appropriate sized facility in the beginning as they did not plan for the population growth; hence the reason they are funding a new expansion. She suggested working very closely with any architect we choose to design the facility and make sure they are doing projections for a 20 year growth based on populations of all cities served.

Proposed Fiscal Responsibility by Population

Municipality Responsibility by Percent
Based on 2016 Census Population



meta-chart.com

Populations according to 2016 census

Midwest City – 57,305

Choctaw – 12,354

Harrah – 6,044

Jones – 3,012

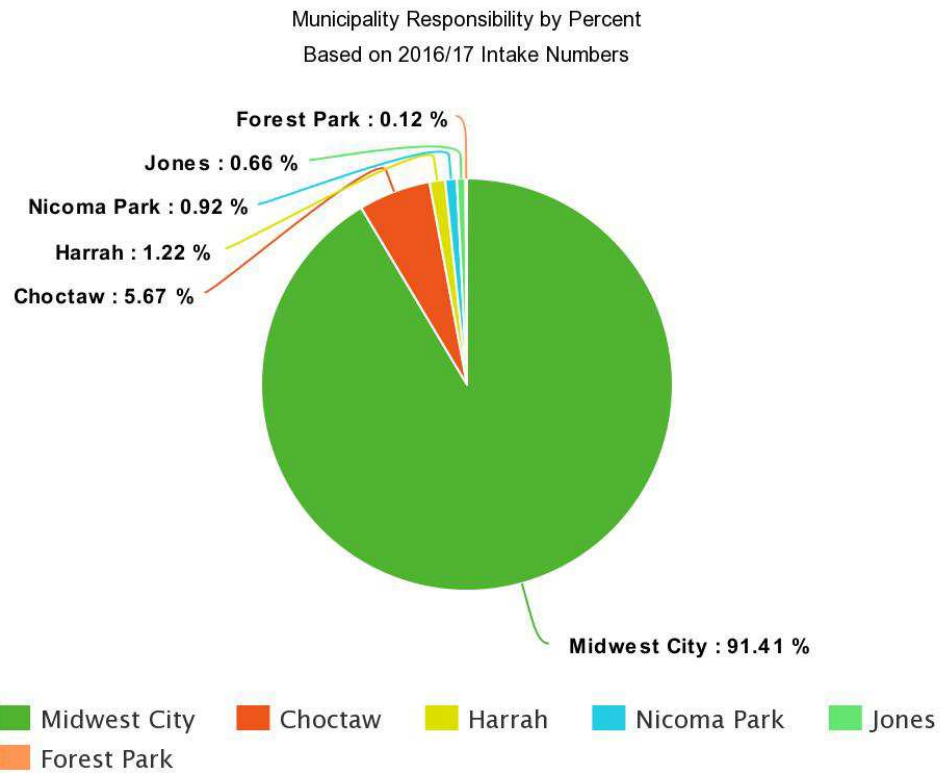
Nicoma Park – 2,462

Forest Park – 1,070

TOTAL: 82,247

* This information is providing all current contracted cities will want to partner with Midwest City and would have to be adjusted accordingly if any opt out; thus making each remaining municipality responsible for more.

Proposed Fiscal Responsibility by Animal Intake



meta-chart.com

Animal Intake for FY 2016/17

Midwest City – 1,501

Choctaw – 93

Harrah – 20

Jones – 11

Nicoma Park – 15

Forest Park – 2

* This information is providing all current contracted cities will want to partner with Midwest City and would have to be adjusted accordingly if any opt out; thus making each remaining municipality responsible for more.

Conclusion: From my research, I found that the two models outlined above are the general ways of multi-municipal shelters doing business. While I can see the logic of both models, my personal belief is that the model based on total population is what will best fit the needs of Midwest City and its proposal for partnering with other municipalities. The model based on animal intake will severely short-change us on building costs and possibly our first year of operation as it is my belief that once this facility is built, the other municipalities will be taking advantage of our services more; especially if we take owner surrenders from those municipalities. Looking at the model based on intake numbers, that puts us at paying for almost 92% of the building cost and first year's budget; at which point we may as well fund our own facility at 100%. If it turns out to be a better model for business later, we could always switch to it providing all agree.



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: November 14, 2017

Subject: Discussion and consideration of appointing two new members to the Midwest City Tree Board for three-year terms ending on November 10, 2020.

Ms. Lou Atkinson and Mr. Bob Davis, for different personal reasons, need to step down from the Tree Board. Therefore, two new members need to be appointed to the Midwest City Tree Board.

Ms. Lou Atkinson was a ward 3 appointment and Mr. Davis was a Ward 2 appointment. The current Tree Board members include: Margie Humdy from Ward 1; Suzi Byrne from Ward 2; and Grace Sullivan, Sherri Anderson, and Sherry Beaird from Ward 6.

Action is at the discretion of the Council.

Vaughn K. Sullivan
Public Works Director



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: November 14, 2017

Subject: Discussion and consideration of appointing a new member to the Midwest City Park and Recreation Board for a three-year term ending on November 10, 2020.

On September 26, 2017, Mr. Frank Young's term on the Park and Recreation Board expired. Mr. Young does not wish to serve another term.

Mr. Young was a ward 1 appointment. The current Park and Recreation Board members include: Taiseka Adams, Aaron Budd, and David Clampitt from Ward 2; Jeremy Griffin from Ward 3; Casey Hurt from Ward 4; and John Manning from Ward 6.

Action is at the discretion of the Council.

Vaughn K. Sullivan
Public Works Director



City Attorney
100 N. Midwest Blvd.
Midwest City, OK 73110
panderson@midwestcityok.org
Office: 405-739-1203
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: Philip W. Anderson, City Attorney

DATE: November 14, 2017

SUBJECT: Discussion and consideration of reporting on the status, condition, progress or recommendations concerning the latest evaluation of Heritage Park Mall located at 6801 East Reno.

Staff has advised Mr. Bahareini of this agenda item in the event he wishes to provide the Council a report on his progress. Otherwise, I will provide a short status report during this agenda item and a more extensive one in executive session.

Philip W. Anderson
City Attorney



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





City Attorney
100 N. Midwest Blvd.
Midwest City, OK 73110
panderson@midwestcityok.org
Office: 405-739-1203
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Councilmembers

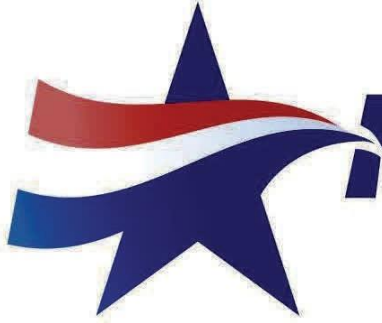
FROM: Philip W. Anderson, City Attorney

DATE: November 14, 2017

SUBJECT: Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Ahemd Bahareini, et al v. City of Midwest City, Case Nos. C4044581; C404582; C404583; C404584; C404585; C404586; C404587; C404588; C404589; C404590; C404592; C523472; and C526625.

Appropriate information will be provided during the executive session.

Philip W. Anderson
City Attorney



MIDWEST CITY

Where the Spirit Flies High

MUNICIPAL AUTHORITY
AGENDA

MIDWEST CITY, OK



EST 1942



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA

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

November 14, 2017 - 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 of the Midwest City Municipal Authority, 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 October 24, 2017; and the special meeting of November 1, 2017, both as submitted. (Secretary - S. Hancock)
 - 2. Discussion and consideration of accepting the Midwest City Soccer Club 2016-17 financial statement, as originally submitted on the September 26, 2017 Municipal Authority agenda. (Parks and Recreation - F. Gilles)
 - 3. Discussion and consideration of declaring several miscellaneous items from the Line Maintenance Department surplus property and authorizing their disposal by sealed bid or auction. (Public Works - R. P. Streets)
- C. NEW BUSINESS/PUBLIC DISCUSSION.
- 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

October 24, 2017 – 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 6:56 PM with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Jeff Moore.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for October 24, 2017.

The Trustees had no questions or comments for the Staff.

Chairman Dukes adjourned the meeting at 6:56 PM.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

A notice for regular meetings 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 Minutes

October 24, 2017 – 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 9:06 PM with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Jeff Moore.

Discussion Items.

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meeting of October 10, 2017 as submitted.** Dawkins made a motion to approve the minutes, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.
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 September 30, 2017.** Allen made a motion to accept the report, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.

New Business/Public Discussion.

There was no new business or public discussion.

Adjournment.

There being no further business, Chairman Dukes adjourned the meeting at 9:07 PM.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

A notice for this special meeting of the Midwest City Municipal Authority was filed 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).

Special Midwest City Municipal Authority Meeting Minutes

November 1, 2017 – 12:15 PM

This meeting was held in the Midwest City Council Conference room on the second floor at City Hall, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. Chairman Matt Dukes called the meeting to order at 12:16 PM with the following members present: Trustees *Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, *Christine Allen and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Executive Session.

1. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3) and (C)(10), on the advice of the Municipal Counselor, to receive confidential communications from the Municipal Counselor, development counsel and public finance counsel concerning possible refinancing, extension of financing, loans, and the purchase and appraisal of real property with respect to the Town Center Shopping Center Project and 2) in open session, authorizing the City Manager to take action as appropriate based on the discussion in executive session.** Reed made a motion to go into executive session, seconded by Byrne. The Trustees went into executive session at 12:17 PM.

*Trustee Allen arrived at 12:33 PM. * Trustee Eads left the meeting at 1:06 PM.

At 3:46 PM, the Trustee reconvened in open session. No action taken.

Discussion Items.

1. **Discussion, consideration, and possible action, if any, arising from discussions held in the above executive session concerning matters described above.** No action taken.
2. **Discussion, consideration, and possible action to approve or disapprove of Resolution 2017-03 authorizing investment of Authority funds by making a loan to Sooner Town Center, L.L.C. for the purpose of carrying out and advancing redevelopment activities, in an amount not to exceed \$2,000,000, at a market rate of interest; and, authorizing officers of the Authority to approve, execute, modify, and deliver necessary and appropriate transactional documents to evidence the loan.** Dawkins made a motion to approve Resolution 2017-03, as amended per city counsel, subject to counsel, Trustees, and City Management recommendations, seconded by Allen. Voting aye: Dawkins, Allen, Moore, and Mayor Dukes. Nay: Byrne and Reed. Absent: Eads. Motion carried.

Adjournment. There being no further business, Chairman Dukes adjourned the meeting at 3:52 PM.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



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 Chairman and Trustees
Midwest City Municipal Authority

FROM: Vaughn K. Sullivan, Public Works Director

DATE: November 14, 2017

SUBJECT: Discussion and consideration of accepting the Midwest City Soccer Club 2016 financial statement.

The Midwest City Soccer Club's financial report originally appears on the September 26, 2017 agenda. At that meeting the Authority members took no action on this item and requested that Midwest City's Finance Director review the submitted financial report for accuracy.

Christy Baron, Finance Director, has reviewed the report and recommends accepting the 2016 Midwest City Soccer Club's financial report as originally submitted.

Action is at the discretion of the Council.

Vaughn Sullivan
Public Works Director

Attachment: Soccer Financial Report

Management Report

Midwest City Soccer Club
For the period ended June 30, 2017



Prepared on
September 1, 2017

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Statement of Cash Flows5

Statement of Activity

July 2016 - June 2017

	Total
REVENUE	
Miscellaneous Income	
Trainer Fees	50,784.00
Total Miscellaneous Income	50,784.00
Program Income	118,011.10
Sales of Product Revenue	39,904.34
Total Revenue	208,699.44
COST OF GOODS SOLD	
Cost of Goods Sold	
Purchases - COGS	31,026.05
Total Cost of Goods Sold	31,026.05
Total Cost of Goods Sold	31,026.05
GROSS PROFIT	
	177,673.39
EXPENDITURES	
Advertising/Promotional	846.60
Bank Fees	8,028.45
Contract Services	876.25
Coach Pay	76,979.56
Concession	2,980.65
Referee Pay	45,259.60
Total Contract Services	126,096.06
Dues and Subscriptions	14,246.04
Equipment Rental	538.92
Insurance	1,544.42
Legal and Professional Fees	1,375.00
Office Supplies	526.24
Repair & Maintenance	4,690.36
Sanitation	852.34
Supplies	13,690.41
Tournament Entry Fees	41.00
Tournament Expenses	5,198.75
Utilities	10,293.38
Total Expenditures	187,967.97
NET OPERATING REVENUE	
	-10,294.58
OTHER EXPENDITURES	
Other Miscellaneous Expenditure	855.00
Reconciliation Discrepancies	393.44
Total Other Expenditures	1,248.44
NET OTHER REVENUE	
	-1,248.44
NET REVENUE	
	\$ -11,543.02

Statement of Financial Position

As of June 30, 2017

	Total
ASSETS	
Current Assets	
Bank Accounts	
Competitive Checking	2,992.37
Concession Checking	7,937.59
Operating Checking	26,832.54
Total Bank Accounts	37,762.50
Total Current Assets	37,762.50
Fixed Assets	
2016 Fridge	2,559.78
2016 iPad	271.99
Machinery & Equipment	
2016 Goals	3,038.00
2016 Mower	8,100.00
2017 Safe	429.30
Bob Cat Zero Turn Mower	9,737.00
Popcorn Machine	1,150.00
Scanner (13)	306.48
Slush Machine	1,900.00
Total Machinery & Equipment	24,660.78
Total Fixed Assets	27,492.55
TOTAL ASSETS	\$65,255.05
LIABILITIES AND EQUITY	
Total Liabilities	
Equity	
Opening Balance Equity	2,694.38
Unrestricted Net Assets	46,589.20
Net Revenue	15,971.47
Total Equity	65,255.05
TOTAL LIABILITIES AND EQUITY	\$65,255.05

Statement of Cash Flows

July 2016 - June 2017

	Total
OPERATING ACTIVITIES	
Net Revenue	-11,543.02
Adjustments to reconcile Net Revenue to Net Cash provided by operations:	
Net cash provided by operating activities	-11,543.02
INVESTING ACTIVITIES	
2016 Fridge	-2,559.78
2016 iPad	-271.99
Machinery & Equipment:2016 Goals	-3,038.00
Machinery & Equipment:2017 Safe	-429.30
Net cash provided by investing activities	-6,299.07
NET CASH INCREASE FOR PERIOD	-17,842.09
Cash at beginning of period	55,604.59
CASH AT END OF PERIOD	\$37,762.50



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

Memo

To: Honorable Chairman and Trustees
Midwest City Municipal Authority

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

Date: November 14, 2017

Subject: Discussion and consideration of declaring several miscellaneous items from the Line Maintenance Department surplus property and authorizing their disposal by sealed bid or auction.

The equipment or items listed below have been removed from service and either the cost for repairs exceed the total value, or there are no other operational applications available within the City. We recommend declaring all of these items surplus property and authorizing their disposal by sealed bid or auction.

1. One (1) chalk board and various file cabinets
2. Two (2) tube style television sets
3. One (1) mortar mixer, Unit #43-09-34
4. Miscellaneous chairs (foldable, stackable, office)
5. One (1) Hobart generator welder, Unit #42-08-20
6. Various generators, Unit #42-06-06 & #43-06-06
7. Various pumps, Unit #42-09-03 & #42-43-10
8. Weed Eater, Unit #43-07-50
9. Cutoff saws and parts for Unit #42-09-02, #42-09-06, & #42-09-26
10. J.R. Prewitt hydraulic auger system, Unit #42-08-21
11. One (1) retrieval winch and various pick-up bed tool boxes
12. Three (3) fifty-five gallon drums of scrap brass approximately 1,200 lbs.
13. Scrap copper tubing, approximately 200 lbs.
14. Scrap bolts and nuts, approximately 1,500 lbs.
15. Approximately 130 pallets
16. Forty-five (45) T12 bulb style light fixtures

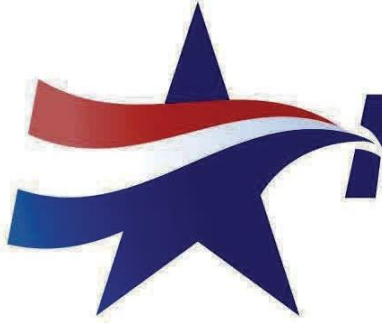
Staff recommends approval.

R. Paul Streets
Assistant Public Works Director



NEW BUSINESS/
PUBLIC DISCUSSION





MIDWEST CITY

Where the Spirit Flies High

MEMORIAL HOSPITAL
AUTHORITY AGENDA

MIDWEST CITY, OK



EST 1942



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

November 14, 2017 - 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. CONSENT AGENDA. These items are placed on the Consent Agenda so that Trustees of the Midwest City Memorial Hospital Authority, by unanimous consent, can approve routine agenda items by one motion. If any item 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 October 24, 2017 as submitted. (Secretary - S. Hancock)
 2. Discussion and Consideration of amended custodial bank agreement with First Bank & Trust Co. (Finance – C. Barron)
 3. Discussion and consideration of approving and entering into engagement letters with Grant Thornton LLP to perform GAAP audits for the calendar year ending December 31, 2016 for 1) Sooner Town Center II, LLC in the amount not to exceed \$25,000; and 2) Sooner Town Center III, LLC in the amount not to exceed \$20,000; and 3) authorizing the City Manager to act on behalf of the City during the audits to provide information, oversee the audit process and make determinations as required. (General Manager/Administrator - G. Henson)
- C. DISCUSSION ITEMS.
1. Discussion and consideration of accepting the Hospital Authority Investment Performance Review for the period ending June 30, 2017 and action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (General Manager/Administrator - G. Henson)
 2. Discussion and consideration of appointing a new Ward 1 member to the Midwest City Memorial Hospital Authority's Board of Grantors to serve out the remainder of resigning member, Mr. John Cauffiel's four-year term ending on April 26, 2020. (General Manager/Administrator - G. Henson)
- D. NEW BUSINESS/PUBLIC DISCUSSION.
- E. ADJOURNMENT.



CONSENT AGENDA



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

October 24, 2017 – 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 6:56 PM with the following members present: Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Jeff Moore.

Discussion.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for October 24, 2017.

Staff discussed individual agenda items with the Trustees.

Chairman Dukes adjourned the meeting at 6:58 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

Midwest City Memorial Hospital Authority Minutes

October 24, 2017 – 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 7:14 PM with the following members present: Trustees Pat Byrne, Susan Eads, Rick Dawkins, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Jeff Moore.

Discussion Items.

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meeting of October 10, 2017 as submitted.** Eads made a motion to accept the minutes, as submitted, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Moore. Motion carried.
2. **Discussion and consideration of approving the Third Amendment to the Sooner Rose Phase II – Theatre Development Financing Assistance Agreement with MWC Warren Theatre, Inc.** Staff spoke with Council and then Allen made a motion to approve the Amendment, as submitted, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Moore. Motion carried.
3. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action was needed.
4. **Discussion and consideration of approval of a resolution authorizing the issuance of the Midwest City Memorial Hospital Authority’s “Revenue Bonds, Series 2018 (Taxable) (Town Center Project)” (The “Bonds”); waiving competitive bidding on the sale of the Bonds and authorizing their sale at a discount by negotiated sale within the limits provided by Title 60, Oklahoma Statutes, Section 176; authorizing assignment to another public trust; agreeing to issue the Bonds as an inducement, subject to requirements of this resolution; authorizing and approving execution and delivery of the Bonds and all documents relating thereto; authorizing officers to approve, execute and deliver a certificate of determination in connection with the Bonds; authorizing the preparation, filing and distribution of an official statement; authorizing officers to execute and deliver the Bonds; authorizing officers to take additional actions relating to the Bonds; providing for an effective date; and containing other provisions relating thereto.** Allen made a motion to approve Resolution 2017-05, as amended per the Council’s request, seconded by Eads. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Moore. Motion carried.

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

Adjournment. There being no further business, Chairman Dukes adjourned the meeting at 9:11 PM.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1207 Fax (405) 739-1208 TDD (405) 739-1359
E-mail: ghenson@midwestcityok.org

J. Guy Henson
*General Manager/
Administrator*

Trustees
Matthew D. Dukes II
Susan Eads
Pat Byrne
Rick Dawkins
M. Sean Reed
Christine Allen
Jeff Moore

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Christy Barron, Finance Director

DATE: November 14, 2017

SUBJECT: Discussion and Consideration of amended custodial bank agreement with First Bank & Trust Co.

Our custodial agreement with First Bank & Trust Co. is being amended to reflect additional securities measures put in place when requesting disbursements from the account. The agreement has been reviewed by our City Attorney.

Christy Barron

Christy Barron
Finance Director



CUSTODIAL AGENCY AGREEMENT

This Custodial Agency Agreement (the “**Agreement**”) is entered into **November** _____, **2017** by and between

NAME: MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

**ADDRESS: 100 North Midwest Boulevard
Midwest City, OK 73110-4327**

PHONE: 405-739-1245

(“**Depositor**”), and the Trust Department of First Bank & Trust Co., Duncan, Oklahoma (“**Bank**”).

- Custodial Agency Account.** Depositor and Bank agree and contract with one another to establish an agency account (the “**Account**”) for all monies, stocks, bonds, mortgages, mutual funds, other securities, and other property now or hereafter deposited with and accepted by Bank as agent of Depositor.
- Administration.** Bank will make purchases, sales, and other transactions, and otherwise deal with the assets to be administered by this Agreement, as Depositor may direct. Until otherwise instructed, the Bank is authorized and directed to disburse any funds collected under this Agreement as directed by the Depositor. If not previously directed by Depositor, funds in the Account that have not been placed in a specific investment will be placed in a money market account. In addition, all income from assets held in the Account will be placed in the money market account until the Depositor directs that the assets are to be invested or distributed.
- Compensation.** The compensation to the Bank for its services under this Agreement will be payable in accordance with its present printed schedule, a copy of which has been delivered to the Depositor, receipt of which is acknowledged by Depositor. No change in compensation will apply to the Account except on written notice to the Depositor by the Bank.
- Safe-Keeping of Securities.** The Bank will be responsible for the safe-keeping of the Depositor’s securities held in its custody, excepting only loss or destruction caused by an act of God, or by the act of any executive, legislative, judicial, administrative or other governmental or military body or officer, or by any riot or civil commission. Principal’s securities will be held separate from the securities of every other account and from the securities of the Bank itself.
- Registration of Securities.** Securities registered in the name of the Bank will not be delivered, except to a broker for the purpose of immediate sale, until transferred out of the name of such Bank. The Bank reserves the right to refuse to register any security in the name of the Bank. All taxes and other expenses incidental to any transfer to or from the name of the Bank will be borne by the Depositor. Proxies relating to the Depositor’s securities will be signed by the Bank and if specifically requested, forwarded to the Depositor. Financial statements and reports addressed to the Bank or to the Depositor will likewise be forwarded to the Depositor, only if specifically requested.
- Instructions by Depositor.** Bank is authorized to accept and rely upon all instructions delivered in writing, then confirmed in person or by telephone or teleprocess, and being provided with the agreed upon password from the

Depositor or its authorized agent. Any such instructions will be at the sole risk of the Depositor, both as to the correctness of the message and its authenticity. The Bank will keep records of these instructions in its files of the Depositor. The confirmation by Depositor of any action taken will be as effective as if the same had been expressly directed in advance by Depositor and should constitute full and complete protection of the Bank.

7. **Order Placement; Risk of Loss.** Orders for the purchase and sale of stocks, bonds, mutual funds, mortgages, and other securities will be placed for the account and risk of the Depositor. The Bank will have no liability for losses which might occur from following the Depositor's directions. All sales and purchases of stocks, bonds, mutual funds, mortgages, and other securities in or for the Account may be made to, from or through such persons or entities as the Bank may deem advisable, unless it has specific written instructions with respect thereto from the Depositor. The Bank will not be responsible for any act or omission of any broker or similar agent that the Depositor may designate or the Bank may employ to purchase, sell, or perform any act in respect to any stocks, bonds, mutual funds, mortgages, or other securities at any time held in the Account.

8. **Securities Not Insured.** Stock or mutual fund shares are not deposits or obligations of, or guaranteed by, any depository institution. Shares are not insured by the FDIC, Federal Reserve Board, or any other agency, and are subject to investment risks, including possible loss of principal amount invested.

9. **Security Holding Disclosure.** With respect to Securities and Exchange Commission Rule 14b-2 under the U.S. Shareholder Communications Act regarding disclosure of beneficial owners to issuers of Securities, Bank is instructed not to disclose the name, address, or Security positions of Depositor in response to shareholder communications requests regarding the Account.

10. **Standard of Care; Liability.** Bank will use reasonable care in performing its obligations under this Agreement. Bank will be liable for Depositor's direct damages to the extent they result from Bank's fraud, negligence or willful misconduct in performing its duties as set out in this Agreement. Depositor agrees that Bank provides no service in relation to, and therefore has no duty or responsibility to: question instructions or may any suggestion to Depositor or their authorized representative regarding such instructions; supervise or make recommendations with respect to investments or the retention of Financial Assets; evaluate or report to Depositor or their authorized representative regarding the financial condition of any broker, agent or other party to which Bank is instructed to deliver Financial Assets or cash.

11. **Termination of Account.** Either the Depositor or the Bank may close this account at any time. Upon termination, the Bank will render a final accounting of the Depositor's account, and upon the Depositor's demand the Bank must transfer and deliver all Account assets in its hands together with accumulated income thereon, to the Depositor and will promptly execute all instruments and documents reasonably necessary to transfer possession and all the Bank's right, title, and interest in the Account assets to the Depositor.

12. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma.

13. **Amendment.** This Agreement may be amended only by an instrument in writing signed by the parties to the Agreement, and constitutes the entire agreement between the parties with respect to the subject matter hereof.

14. **Severability.** In the case that any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

15. **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties thereto and their respective heirs, executors, administrators, successors and permitted assigns.

16. **Addendum.** The attached addendum delineates how the account will be serviced and who the authorized individuals are to direct the Bank in the daily operations of the account.

Midwest City Memorial Hospital Authority

Matt Dukes
Mayor

Date

Tax ID: 73-0721827

FIRST BANK & TRUST CO.

Craig Heaton
Sr. Vice President & Trust Officer

ADDENDUM

1) All trade requests need to be received by 1:45 pm Central Time to be executed the same business day and given orally to the Bank. Bank will email a confirmation of the trade once executed to Christy Barron & Wenya Zhao.

a) Bank will accept trade instructions from: Christy Barron – Treasure/Finance Director, Guy Henson – City Manager and Tim Lyon – Assistant City Manager.

2) Depositor will notify the Bank of any discrepancies or errors on trade(s) within five (5) business days of settlement date.

3) Electronic Statements will be delivered monthly

4) The following individuals will receive statements and have internet access to the account: Christy Barron, Huan Chen, and Wenya Zhao.

a) The email addresses' of these individuals are: cbarron@midwestcityok.org, fchen@midwestcityok.org and wzhao@midwestcityok.org.

5) Disbursements requested through email (trust@fb247.com) by 10:30 am, Central Time for checks to go out the same day. All requests received after 10:30 am Central Time will be processed the following business day. All disbursement requests must include payee, payment amount and purpose of disbursement.



TRUST AND ASSET MANAGEMENT SERVICES

Midwest City Memorial Hospital Authority

Fee Schedule

Custodial Services

.04% (4 BP) annual fee on balance of account

Assets that are traded on Fidelity no charge -\$10 per trade for other securities (BlackRock funds)

Equity trades at \$.03 per share

25 free checks per year - more than 25 a year is \$5.00 per check

12 free wires per year – more than 12 a year is \$20.00 per wire

Shadow booking no charge - Full Transaction Replication \$75 a month

Monthly Electronic Statements and Internet Access - no charge

Fees will be assessed on the fair market value of assets and charged to the account. Fees will be assessed on a monthly basis. (Market Value * .0004/12= monthly fee)

**FIRST BANK & TRUST CO.
DUNCAN, OKLAHOMA
FINANCIAL PRIVACY NOTICE**

POLICY STATEMENT

The directors, management, and staff of First Bank & Trust Co. have a duty to protect the confidential nature of customers' financial records. We want you to understand what information we collect and how we use it. In order to provide our customers with a broad range of financial products and services as effectively and conveniently as possible, we use technology to manage and maintain customer information. The following policy serves as a standard for all First Bank & Trust Co. employees for collection, use, retention, and security of nonpublic personal information for consumers and those consumers who become our customers.

TYPES OF INFORMATION THE BANK COLLECTS

At First Bank & Trust Co. we collect nonpublic personal information about you from the following sources:
Information we receive from you on applications or other forms;
Information about your transactions with us or others; and
Information we receive from a consumer-reporting agency.

"Nonpublic personal information" is nonpublic information about you that we obtain in connection with providing a financial product or service to you. For example, nonpublic personal information includes information regarding your account balance, payment history, and overdraft history.

TYPES OF INFORMATION THE BANK DISCLOSES

- A. We are permitted under law to disclose nonpublic personal information about you to other third parties in certain circumstances. For example, we may disclose nonpublic personal information about you to third parties to assist us in servicing your loan or account with us, to government entities in response to subpoenas, and to credit bureaus. We do not disclose any nonpublic personal information about you, except as permitted by law.
- B. We do not use or share - internally or externally - personally identifiable medical or health information for any purpose except to process transactions or to provide services you have requested. For example, information provided on an application for credit life or disability insurance.
- C. If you become a former customer of First Bank & Trust Co. or your account becomes inactive, we will continue to adhere to the privacy policies and practices described in this notice.

OUR SECURITY PROCEDURES

We also take steps to safeguard customer information. Our employees access information about you only when needed to maintain your accounts or to provide products or services to you. Employees who violate these standards will be subject to disciplinary measures. We maintain physical, electronic, and procedural safeguards to protect your nonpublic personal information.

INTERNET AND ELECTRONIC BANKING POLICY

The bank does not collect information about visitors to our web site. The applications and transactions the bank accepts electronically (online, by phone or fax, or via our automated teller machines) are all subject to the bank's general privacy policy. If you choose to contact us via e-mail, please keep in mind that your e-mail address, and any other information your e-mail header shows about you, such as your name or organization, will be revealed to us in the e-mail. We pledge, however, that when you communicate with us via e-mail, we will use your e-mail information only for the specific purpose of responding to your comments or questions. Your e-mail address will not be sold, nor will it be shared with others outside the bank unless we are compelled to do so by law. "Cookies" are used to estimate our audience size. Each browser accessing our site is given a unique cookie, which is then used to determine whether a user is a first-time visitor or a return visitor. The bank will use encryption devices to ensure that customers' transactions over the Internet are safe and secure.

We do not knowingly solicit data from children, and we do not knowingly market to children. We recognize that protecting children's identities and privacy online is important and that the responsibility to do so rests with both the online industry and with parents.

For your convenience the bank's web site contains many links to web sites of third parties. These sites may contain information that is copyrighted with restrictions on reuse. Permission to use copyrighted materials must be obtained from the original source. By placing a link to a site, we are not endorsing or guaranteeing it. The bank has no control over the content on third-party sites and makes no representations or warranty regarding its accuracy.

First Bank & Trust Co. recognizes and respects the privacy expectations of our customers. We want our customers to understand our commitment to privacy in our use of customer information. Customers who have questions about our privacy policy or have a question about the privacy of their information should call the First Bank & Trust Co. at 580-255-1810 or e-mail us at info@1stbanknet.com.

Customer Signature

Date



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1207 Fax (405) 739-1208 TDD (405) 739-1359
E-mail: ghenson@midwestcityok.org

J. Guy Henson
*General Manager/
Administrator*

Trustees
Matthew D. Dukes II
Daniel McClure Jr.
Pat Byrne
Rick Dawkins
M. Sean Reed
Christine Allen
Jeff Moore

Board of Grantors
Sherry Beaird
John Cauffiel
Marcia Conner
Pam Dimski
Dara McGlamery
Joyce Jackson
Charles McDade
Nancy Rice
Sheila Rose

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Guy Henson, General Manager/Administrator

DATE: November 14, 2017

SUBJECT: Discussion and consideration of approving and entering into engagement letters with Grant Thornton LLP to perform GAAP audits for the calendar year ending December 31, 2016 for 1) Sooner Town Center II, LLC in the amount not to exceed \$25,000; and 2) Sooner Town Center III, LLC in the amount not to exceed \$20,000; and 3) authorizing the City Manager to act on behalf of the City during the audits to provide information, oversee the audit process and make determinations as required.

Grant Thornton is the CPA firm that performed the previous years' audits. Sooner Investment, the manager of the Downtown Redevelopment project, is recommending that we contract with Grant Thornton, based on their significant experience in the field of real estate development auditing and their experience with this development in particular, to perform the 2016 audits.

Attached for your review are the engagement letters with Grant Thornton. You will remember that Sooner Town Center II was created as a separate entity to develop the Dick's/Office Depot/McAllister's site and, therefore, must have its own separate audit. Sooner Town Center III was created as a separate entity to develop the Old Navy/Versona site and, therefore must have its own separate audit. Because the Hospital Authority is involved in Sooner Town Center II and II the engagement letters are also addressed to the Authority.

The costs of the audits are borne by each LLC. Approval of the engagement letter allows the City to be a participant in the audit and allows the City to review all audit working papers and related documents.

Staff recommends approval.

J. Guy Henson
City Manager

Attachments



Grant Thornton

August 30, 2017

Mr. Robert C. Collett
Managing Member
Sooner Town Center II, LLC
1111 Metropolitan Avenue, #700
Charlotte, NC 28204

Grant Thornton LLP
201 S. College Street
Suite 2500
Charlotte, NC 28244
T 704.632.3500
F 704.334.7701
www.GrantThornton.com

Mr. Matthew Dukes II
Mayor
The City of Midwest City, Oklahoma
100 N Midwest City Blvd
Midwest City, OK 73110

Mr. Matthew Dukes, II
Chairman
Midwest City Memorial Hospital Authority
100 North Midwest Blvd
Midwest City, OK 73110

Dear Mr. Collett and Mr. Dukes:

Thank you for discussing with us the requirements of our forthcoming engagement. This letter (the "Engagement Letter") documents our mutual understanding of the arrangements for the services described herein.

Scope of services

Grant Thornton LLP ("Grant Thornton") will audit the balance sheet of Sooner Town Center II, LLC (the "Company"), as of December 31, 2016, and the related statements of operations, members' deficit, and cash flows for the year then ended.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America ("US GAAS") established by the American Institute of Certified Public Accountants ("AICPA"). An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

In assessing the risks of material misstatement, an auditor considers internal control relevant to the company's preparation and fair presentation of the financial statements in order to design

audit procedures that are appropriate in the circumstances. An audit is not designed to identify control deficiencies or for the purpose of expressing an opinion on internal control; accordingly, we will not express such an opinion. However, we are responsible for communicating to you (hereinafter referred to as “those charged with governance”) significant deficiencies and material weaknesses in internal control that come to our attention during the course of our engagement.

When conducting an audit, the auditor is required to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether caused by error or fraud, to enable the auditor to express an opinion on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Although not absolute assurance, reasonable assurance is, nevertheless, a high level of assurance. However, an audit is not a guarantee of the accuracy of the financial statements. Even though the audit is properly planned and performed in accordance with professional standards, an unavoidable risk exists that some material misstatements may not be detected due to the inherent limitations of an audit, together with the inherent limitations of internal control. Also, an audit is not designed to detect errors or fraud that is immaterial to the financial statements.

Upon the completion of the foregoing audit and subject to its findings, we will render our report and communicate our findings in accordance with US GAAS. However, it is possible that circumstances may arise in which our report may differ from its expected form and content, resulting in a modified report or disclaimer of opinion. Further, if in our professional judgment the circumstances necessitate, we may resign from the engagement prior to completion.

Responsibilities of those charged with governance

Effective two-way communication with those charged with governance assists us in obtaining information relevant to the audit and also assists those charged with governance in fulfilling their responsibility to oversee the financial reporting process. Those charged with governance play an important role in the Company’s internal control over financial reporting by setting a positive tone at the top and challenging the Company’s activities in the financial arena. Accordingly, it is important for those charged with governance to communicate to us matters they believe are relevant to our engagement. As indicated below, management also has a responsibility to communicate certain matters to those charged with governance and to Grant Thornton.

In connection with our engagement, professional standards require us to communicate certain matters that come to our attention to those charged with governance, such as the following:

- fraud involving senior management and fraud that causes a material misstatement
- illegal acts, unless clearly inconsequential
- disagreements with management and other serious difficulties encountered
- qualitative aspects of significant accounting practices, including accounting policies, estimates, and disclosures

- audit adjustments and uncorrected misstatements, including missing disclosures.

Management responsibilities

As you are aware, the financial statements are the responsibility of management. Management is responsible for preparing and fairly presenting the financial statements in accordance with accounting principles generally accepted in the United States of America, which includes adopting sound accounting practices and complying with changes in accounting principles and related guidance. Management is also responsible for:

- providing us with access to all information of which they are aware that is relevant to the preparation and fair presentation of the financial statements, including all financial records, documentation of internal control and related information, and any additional information that we may request for audit purposes
- providing us with unrestricted access to persons within the Company from whom we determine it necessary to obtain audit evidence
- ensuring that the Company identifies and complies with all laws, regulations, contracts, and grants applicable to its activities and for informing us of any known violations
- designing, implementing, and maintaining internal control to enable the preparation and fair presentation of financial statements that are free of material misstatement, whether due to error or fraud, and for informing us of all known significant deficiencies and material weaknesses in, and significant changes in, such internal control
- informing us of their views about the risk of fraud within the Company and their awareness of any known or suspected fraud and the related corrective action proposed
- adjusting the financial statements, including disclosures, to correct material misstatements and for affirming to us in a representation letter that the effects of any uncorrected misstatements, including missing disclosures, aggregated by us during the current engagement, including those pertaining to the latest period presented, are immaterial, both individually and in the aggregate, to the financial statements as a whole
- informing us of any events occurring subsequent to the balance sheet date through the date of our auditor's report that may affect the financial statements or the related disclosures
- informing us of any subsequent discovery of facts that may have existed at the date of our auditor's report that may have affected the financial statements or the related disclosures.

To assist those charged with governance in fulfilling their responsibility to oversee the financial reporting process, management should discuss with those charged with governance the:

- adequacy of internal control and the identification of any significant deficiencies or material weaknesses, including the related corrective action proposed

- significant accounting policies, alternative treatments, and the reasons for the initial selection of, or change in, significant accounting policies
- process used by management in formulating particularly sensitive accounting judgments and estimates and whether the possibility exists that future events affecting these estimates may differ markedly from current judgments
- basis used by management in determining that uncorrected misstatements, including missing disclosures, are immaterial, both individually and in the aggregate, including whether any of these uncorrected misstatements could potentially cause future financial statements to be materially misstated.

We will require management's cooperation to complete our services. In addition, we will obtain, in accordance with professional standards, certain written representations from management, which we will rely upon.

Use of our report(s)

The inclusion, publication, or reproduction by the Company of our report(s) in documents such as private placement memoranda and regulatory filings containing information in addition to financial statements may require us to perform additional procedures to fulfill our professional or legal responsibilities. Accordingly, our report(s) should not be used for any such purposes without our prior permission. To avoid unnecessary delay or misunderstanding, it is important that the Company give us timely notice of its intention to issue any such document.

Other services

Supplementary information

Management is responsible for separately preparing the balance sheet and statement of operations, and other supplementary schedules including net operating income, debt service, net cash flow, and subtenant rents in accordance with SAS 119, *Supplementary Information in Relation to the Financial Statements as a Whole* (the "applicable criteria"). The supplementary schedules of net operating income, debt service, net cash flow, and subtenant rents will be prepared in compliance with the terms as defined in the governing lease agreement with the City (the "Agreement"). Such supplementary information, which will be presented for purposes of additional analysis and is not a required part of the financial statements, will be subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures. These procedures will include comparing and reconciling the supplementary information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS. The purpose of our procedures will be to form and express an opinion as to whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

In connection with our procedures, management is responsible for informing us about:

- the methods of measurement and presentation of the supplementary information

- whether those methods have changed from the methods used in the prior period and the reasons for the change, if any
- any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management will present the supplementary information with the audited financial statements. Management is responsible for including our report on the supplementary information in any document that contains the supplementary information and that indicates we reported on it.

We will require management to provide us with certain written representations related to their responsibilities described above, including whether management believes the supplementary information (including its form and content) is fairly presented in accordance with the applicable criteria.

Related non-audit services

We will also perform certain bookkeeping services for the Company. The objective of such services will be to draft the Company's financial statements based on information in the trial balance and other information to be provided to us that is approved by you.

As mentioned previously, the financial statements, including the data and information set forth therein, are the responsibility of management. With respect to our bookkeeping services, however, management is also responsible for:

- making all management decisions and performing all management functions
- designating an individual who possesses suitable skills, knowledge, or experience, preferably within senior management, to oversee the services
- evaluating the adequacy and the results of the services performed
- accepting responsibility for the results of the services.

Accordingly, our bookkeeping services will not include management functions or making management decisions. However, we may provide advice, research materials, and recommendations to assist you in performing your responsibilities.

Other services

Any other services that you request will constitute a separate engagement that will be subject to our acceptance procedures.

Fees

Standard billings

Our billings for the services set forth in this Engagement Letter, which we have estimated will total \$25,000, will be rendered on an estimated basis and are payable within 20 days of receipt.

In addition, we will bill for our expenses, including an administrative charge of seven percent of fees to cover items such as copies, postage, supplies, computer and technology usage, software licensing, research and library databases, and similar expense items.

If it appears that the estimated fee will be exceeded, we will bring this to your attention.

From time to time, Grant Thornton may receive certain incentives in the form of bonuses and rewards from its corporate card and other vendors. Such incentives to the extent received will be retained by Grant Thornton to cover firm expenses.

Additional billings

Of course, circumstances may arise that will require us to do more work. Some of the more common circumstances include changing auditing, accounting, and reporting requirements from professional and regulatory bodies; incorrect accounting applications or errors in Company records; restatements; failure to furnish accurate and complete information to us on a timely basis; and unforeseen events, including legal and regulatory changes. We are enclosing an explanation of various matters that can cause us to perform work in excess of that contemplated by our fee estimate.

At Grant Thornton, we pride ourselves on our ability to provide outstanding service and meet our clients' deadlines. To help accomplish this goal, we work hard to have the right professionals available. This involves complex scheduling models to balance the needs of our clients and the utilization of our people, particularly during peak periods of the year. Last minute client requested scheduling changes result in costly downtime due to our inability to make alternate arrangements for our professional staff.

We will coordinate a convenient time for Grant Thornton to begin work. If, after scheduling our work, you do not provide proper notice, which we consider to be one week, of your inability to meet the agreed-upon date(s) for any reason, or do not provide us with sufficient information required to complete the work in a timely manner, additional billings will be rendered for any downtime of our professional staff.

Adoption of new accounting standards

Professional and regulatory bodies frequently issue new accounting standards and guidance. Sometimes, standards are issued and become effective in the same period, providing a limited implementation phase and preventing us from including the impact in our estimated fees. In such circumstances, we will discuss with you the additional audit procedures and related fees, including matters such as the retrospective application of accounting changes and changes in classification.

Other costs

Except with respect to a dispute or litigation between Grant Thornton and the Company, our costs and time spent in legal and regulatory matters or proceedings arising from our engagement, such as subpoenas, testimony, or consultation involving private litigation,

arbitration, industry, or government regulatory inquiries, whether made at the Company's request or by subpoena, will be billed to the Company separately.

Professional standards impose additional responsibilities regarding the reporting of illegal acts that have or may have occurred. To fulfill our responsibilities, we may need to consult with Company counsel or counsel of our choosing about any illegal acts that we become aware of. Additional fees, including legal fees, will be billed to the Company. The Company agrees to ensure full cooperation with any procedures that we may deem necessary to perform.

Right to terminate services for nonpayment

In the event of nonpayment, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this Engagement Letter, or (c) terminate our services. If we elect to suspend our services, such services will not be resumed until your account is paid as agreed. Alternatively, if we elect to terminate our services for nonpayment, the Company will be obligated to compensate us for all time expended and to reimburse us for all expenses through the date of termination.

Other matters

Relationship to Grant Thornton International Ltd

Grant Thornton is the U.S. member firm of Grant Thornton International Ltd ("GTIL"), an organization of independently owned and managed accounting and consulting firms. References to GTIL are to Grant Thornton International Ltd. GTIL and the member firms are not a worldwide partnership. Services are delivered independently by the member firms. These firms are not members of one international partnership or otherwise legal partners with each other internationally, nor is any one firm responsible for the services or activities of any other firm.

Use of third-party service providers and affiliates

Grant Thornton may use third-party service providers, such as independent contractors, specialists, or vendors, to assist in providing our professional services. We may also use GTIL member firms, other affiliates (including the GT US Shared Services Center India Private Limited and the Grant Thornton US Knowledge and Capability Center India Private Limited, affiliates of Grant Thornton located in Bangalore, India), or other accounting firms. Such entities may be located within or outside the United States.

Grant Thornton intends to use the professional services, technology, and resources of the following entity to assist us in the performance of the engagement:

- Capital Confirmation, Inc. – electronic bank confirmation services
214 Centerview Drive, Suite 265
Brentwood, Tennessee 37027
888-716-3577

Additionally, Grant Thornton may use third-party service providers to provide administrative or operational support to Grant Thornton, or to provide engagement team resource services. Such entities may be located within or outside the United States. All of these third party service providers are subject to confidentiality obligations to protect the confidentiality of client data.

You hereby consent and authorize us to disclose Company information to the GT US Shared Services Center India Private Limited and/or the Grant Thornton US Knowledge and Capability Center India Private Limited and the other above named entity for purposes of providing services to you.

Privacy

Grant Thornton is committed to protecting personal information. We will maintain such information in confidence in accordance with professional standards and governing laws. Therefore, any personal information provided to us by the Company will be kept confidential and not disclosed to any third party unless expressly permitted by the Company or required by law, regulation, legal process, or professional standards. The Company is responsible for obtaining, pursuant to law or regulation, consents from parties that provided the Company with their personal information, which will be obtained, used, and disclosed by Grant Thornton for its required purposes.

Documentation

The documentation for this engagement is the property of Grant Thornton and constitutes confidential information. We have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention.

Pursuant to law or regulation, we may be requested to make certain documentation available to regulators, governmental agencies, or their representatives (“Regulators”). If requested, access to the documentation will be provided to the Regulators under our supervision. We may also provide copies of selected documentation, which the Regulators may distribute to other governmental agencies or third parties. You hereby acknowledge we will allow and authorize us to allow the Regulators access to, and copies of, the documentation in this manner.

Electronic communications

During the course of our engagement, we may need to electronically transmit confidential information to each other and to third-party service providers or other entities engaged by either Grant Thornton or the Company. Electronic methods include telephones, cell phones, e-mail, secure file transfers, use of SharePoint sites, and fax. These technologies provide a fast and convenient way to communicate. However, all forms of electronic communication have inherent security weaknesses, and the risk of compromised confidentiality cannot be eliminated. The Company agrees to the use of electronic methods to transmit and receive information, including confidential information.

Standards of performance

We will perform our services in conformity with the terms expressly set forth in this Engagement Letter, including all applicable professional standards. Accordingly, our services

shall be evaluated solely on our substantial conformance with such terms and standards. Any claim of nonconformance must be clearly and convincingly shown.

With respect to the services and this Engagement Letter, in no event shall the liability of Grant Thornton and its present, future, and former partners, principals, directors, employees, agents, and contractors for any claim, including but not limited to Grant Thornton's own negligence, exceed the fees it receives for the portion of the work giving rise to such liability. This limitation shall not apply to the extent that it is finally determined that any claims, losses, or damages are the result of Grant Thornton's gross negligence or willful misconduct. In addition, Grant Thornton shall not be liable for any special, consequential, incidental, or exemplary damages or loss (nor any lost profits, interest, taxes, penalties, loss of savings, or lost business opportunity) even if Grant Thornton was advised in advance of such potential damages. This paragraph and the paragraph directly below shall apply to any type of claim asserted, including contract, statute, tort, or strict liability, whether by the Company, Grant Thornton, or others.

Further, the Company shall, upon receipt of written notice, indemnify and hold harmless Grant Thornton and its present, future, and former partners, principals, directors, employees, agents, and contractors from and against any liability and damages (including punitive damages), fees, expenses, losses, demands, and costs (including defense costs) associated with any claim arising from or relating to the Company's knowing misrepresentations or false or incomplete information provided to Grant Thornton. In the event of any controversy or claim against Grant Thornton arising from or related to the services described herein, Grant Thornton shall be entitled to defend itself from such controversy or claim and to participate in any settlement, administrative, or judicial proceedings.

It is expressly agreed by the Company and Grant Thornton that any claim by, or on behalf of either party, arising out of services or this Engagement Letter, whether it be in contract, tort, or otherwise, shall be deemed waived if a claim is asserted more than two (2) years from: (i) the date of the report(s) issued by Grant Thornton; or (ii) the date of this Engagement Letter if no report has been issued.

If because of a change in the Company's status or due to any other reason, any provision in this Engagement Letter would be prohibited by laws, regulations, or published interpretations by governmental bodies, commissions, state boards of accountancy, or other regulatory agencies, such provision shall, to that extent, be of no further force and effect, and the Engagement Letter shall consist of the remaining portions.

Dispute resolution

Any controversy or claim arising out of or relating to the services, related fees, or this Engagement Letter shall first be submitted to mediation. A mediator will be selected by agreement of the parties, or if the parties cannot agree, a mediator acceptable to all parties will be appointed by the American Arbitration Association ("AAA"). The mediation will proceed in accordance with the customary practice of mediation. In the unlikely event that any dispute or claim cannot be resolved by mediation, we both recognize that the matter will probably involve complex business or accounting issues that would be decided most equitably to us both by a

judge hearing the evidence without a jury. Accordingly, to the extent now or hereafter permitted by applicable law, the Company and Grant Thornton agree to waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to our services or this Engagement Letter.

If the above jury trial waiver is determined to be prohibited by applicable law, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Grant Thornton office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act (“FAA”) and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that pre-hearing discovery must be specifically authorized by the arbitrator. The arbitrator will be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within 15 days of the parties’ agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.


Authorization

This Engagement Letter sets forth the entire understanding between the Company and Grant Thornton regarding the services described herein and supersedes any previous proposals, correspondence, and understandings, whether written or oral. If any portion of this Engagement Letter is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

Please confirm your acceptance of this Engagement Letter by signing below and returning one copy to us in the enclosed self-addressed envelope.

Sincerely,

GRANT THORNTON LLP


Ronald E. Messenger
Partner

Enc: Matters that can cause work in excess of fee estimate

Agreed and accepted by:

SOONER TOWN CENTER II, LLC

Robert C. Collett, Managing Member

Date: _____

Kemp Woollen, Chief Financial Officer of Collett
As an agent for Sooner Town Center II, LLC

Date: _____

THE CITY OF MIDWEST CITY

Matthew Dukes II, Mayor

Date: _____

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

Matthew Dukes II, Chairman

Date: _____

Matters that can cause work in excess of fee estimate

We want you to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. However, in seeking to provide you with such value, we find there are various matters that can cause us to perform work in excess of that contemplated by our fee estimate. The following explains the matters that arise most frequently.

Changing requirements

Today, there are numerous governmental or rule-making bodies that regularly add or change various requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, three types of situations make this difficult. Sometimes, these new requirements are not communicated in time for us to anticipate their effects in our preliminary planning. Secondly, in spite of our anticipation and planning, the work necessary to comply with new requirements may be underestimated. Finally, in some instances, you may decide that it is advantageous to you to have the new requirements applied immediately.

Incorrect accounting applications or errors in your records

We generally form our fee estimates on the expectation that your accounting records are in good order so that our work can be completed based upon our normal testing and other procedures. However, should we find numerous errors, incomplete records, or disorganized bookkeeping methods, we will have to do additional work to determine that the necessary corrections have been made and properly reflected in the financial statements.

Lack of audit facilitation or timely preparation

To minimize your costs, we plan the means by which your personnel can facilitate the audit (for example, what schedules they will prepare, how to prepare them, the supporting documents that need to be provided, and so forth). We also discuss matters such as availability of your key personnel, deadlines, and working conditions. Indeed, the information concerning these matters that you furnish to us is a key element in our fee quotation. Therefore, if your personnel are unable, for whatever reasons, to provide these materials on a timely basis, it may substantially increase the work we must do to complete the engagement within the established deadlines. Moreover, in some circumstances, this may require a staff withdrawal, as discussed below.

Staff withdrawal

A staff withdrawal consists of our removing one or all staff because the condition of your records, or the inability of your personnel to provide agreed upon materials within the established timetable, makes it impossible for us to perform our work in a timely, efficient manner, as established by our engagement plan. Sometimes, a complete staff withdrawal is necessary to permit an orderly audit approach. A staff withdrawal is not necessarily an adverse reflection on your personnel. However, it involves additional costs, as we must reschedule our personnel, incur additional start-up costs, and so forth, to prevent total engagement costs from increasing significantly.

Unforeseen events

Even though we communicate frequently with clients and plan our engagement with management and their staff, unforeseen events can occur. Examples include accounting problems, litigation, changes in your business or business environment, contractual or other difficulties with suppliers, third-party service providers, or customers, and so forth. When those circumstances occur, additional time is needed to provide you with assistance and to complete our engagement in accordance with professional standards.

Again, we emphasize that we strive to give you optimum value for our professional services. Fee quotations are provided based upon the facts and circumstances that you describe to us. However, unlike the sale of products, the performance of professional services is affected by many variables, such as the foregoing, which may cause fee estimates to change.



Grant Thornton

August 30, 2017

Mr. Robert C. Collett
Managing Member
Sooner Town Center III, LLC
1111 Metropolitan Avenue, #700
Charlotte, NC 28204

Mr. Matthew Dukes II
Mayor
The City of Midwest City, Oklahoma
100 N Midwest City Blvd
Midwest City, OK 73110

Mr. Matthew Dukes, II
Chairman
Midwest City Memorial Hospital Authority
100 North Midwest Blvd
Midwest City, OK 73110

Grant Thornton LLP
201 S. College Street
Suite 2500
Charlotte, NC 28244
T 704.632.3500
F 704.334.7701
www.GrantThornton.com

Dear Mr. Collett and Mr. Dukes:

Thank you for discussing with us the requirements of our forthcoming engagement. This letter (the "Engagement Letter") documents our mutual understanding of the arrangements for the services described herein.

Scope of services

Grant Thornton LLP ("Grant Thornton") will audit the balance sheet of Sooner Town Center III, LLC (the "Company"), as of December 31, 2016, and the related statements of operations, members' deficit, and cash flows for the year then ended.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America ("US GAAS") established by the American Institute of Certified Public Accountants ("AICPA"). An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

In assessing the risks of material misstatement, an auditor considers internal control relevant to the company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. An audit is not designed to identify control deficiencies or for the purpose of expressing an opinion on internal control; accordingly, we will not express such an opinion. However, we are responsible for communicating to the board of directors (hereinafter referred to as "those charged with governance") significant deficiencies and material weaknesses in internal control that come to our attention during the course of our engagement.

When conducting an audit, the auditor is required to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether caused by error or fraud, to enable the auditor to express an opinion on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Although not absolute assurance, reasonable assurance is, nevertheless, a high level of assurance. However, an audit is not a guarantee of the accuracy of the financial statements. Even though the audit is properly planned and performed in accordance with professional standards, an unavoidable risk exists that some material misstatements may not be detected due to the inherent limitations of an audit, together with the inherent limitations of internal control. Also, an audit is not designed to detect errors or fraud that is immaterial to the financial statements.

Upon the completion of the foregoing audit and subject to its findings, we will render our report and communicate our findings in accordance with US GAAS. However, it is possible that circumstances may arise in which our report may differ from its expected form and content, resulting in a modified report or disclaimer of opinion. Further, if in our professional judgment the circumstances necessitate, we may resign from the engagement prior to completion.

Responsibilities of those charged with governance

Effective two-way communication with those charged with governance assists us in obtaining information relevant to the audit and also assists those charged with governance in fulfilling their responsibility to oversee the financial reporting process. Those charged with governance play an important role in the Company's internal control over financial reporting by setting a positive tone at the top and challenging the Company's activities in the financial arena. Accordingly, it is important for those charged with governance to communicate to us matters they believe are relevant to our engagement. As indicated below, management also has a responsibility to communicate certain matters to those charged with governance and to Grant Thornton.

In connection with our engagement, professional standards require us to communicate certain matters that come to our attention to those charged with governance, such as the following:

- fraud involving senior management and fraud that causes a material misstatement
- illegal acts, unless clearly inconsequential
- disagreements with management and other serious difficulties encountered

- qualitative aspects of significant accounting practices, including accounting policies, estimates, and disclosures
- audit adjustments and uncorrected misstatements, including missing disclosures.

Management responsibilities

As you are aware, the financial statements are the responsibility of management. Management is responsible for preparing and fairly presenting the financial statements in accordance with accounting principles generally accepted in the United States of America, which includes adopting sound accounting practices and complying with changes in accounting principles and related guidance. Management is also responsible for:

- providing us with access to all information of which they are aware that is relevant to the preparation and fair presentation of the financial statements, including all financial records, documentation of internal control and related information, and any additional information that we may request for audit purposes
- providing us with unrestricted access to persons within the Company from whom we determine it necessary to obtain audit evidence
- ensuring that the Company identifies and complies with all laws, regulations, contracts, and grants applicable to its activities and for informing us of any known violations
- designing, implementing, and maintaining internal control to enable the preparation and fair presentation of financial statements that are free of material misstatement, whether due to error or fraud, and for informing us of all known significant deficiencies and material weaknesses in, and significant changes in, such internal control
- informing us of their views about the risk of fraud within the Company and their awareness of any known or suspected fraud and the related corrective action proposed
- adjusting the financial statements, including disclosures, to correct material misstatements and for affirming to us in a representation letter that the effects of any uncorrected misstatements, including missing disclosures, aggregated by us during the current engagement, including those pertaining to the latest period presented, are immaterial, both individually and in the aggregate, to the financial statements as a whole
- informing us of any events occurring subsequent to the balance sheet date through the date of our auditor's report that may affect the financial statements or the related disclosures
- informing us of any subsequent discovery of facts that may have existed at the date of our auditor's report that may have affected the financial statements or the related disclosures.

To assist those charged with governance in fulfilling their responsibility to oversee the financial reporting process, management should discuss with those charged with governance the:

- adequacy of internal control and the identification of any significant deficiencies or material weaknesses, including the related corrective action proposed
- significant accounting policies, alternative treatments, and the reasons for the initial selection of, or change in, significant accounting policies
- process used by management in formulating particularly sensitive accounting judgments and estimates and whether the possibility exists that future events affecting these estimates may differ markedly from current judgments
- basis used by management in determining that uncorrected misstatements, including missing disclosures, are immaterial, both individually and in the aggregate, including whether any of these uncorrected misstatements could potentially cause future financial statements to be materially misstated.

We will require management's cooperation to complete our services. In addition, we will obtain, in accordance with professional standards, certain written representations from management, which we will rely upon.

Use of our report(s)

The inclusion, publication, or reproduction by the Company of our report(s) in documents such as private placement memoranda and regulatory filings containing information in addition to financial statements may require us to perform additional procedures to fulfill our professional or legal responsibilities. Accordingly, our report(s) should not be used for any such purposes without our prior permission. To avoid unnecessary delay or misunderstanding, it is important that the Company give us timely notice of its intention to issue any such document.

Other services

Related non-audit services

We will also perform certain bookkeeping services for the Company. The objective of such services will be to draft the Company's financial statements based on information in the trial balance and other information to be provided to us that is approved by you.

As mentioned previously, the financial statements, including the data and information set forth therein, are the responsibility of management. With respect to our bookkeeping services, however, management is also responsible for:

- making all management decisions and performing all management functions
- designating an individual who possesses suitable skills, knowledge, or experience, preferably within senior management, to oversee the services
- evaluating the adequacy and the results of the services performed
- accepting responsibility for the results of the services.

Accordingly, our bookkeeping services will not include management functions or making management decisions. However, we may provide advice, research materials, and recommendations to assist you in performing your responsibilities.

Other services

Any other services that you request will constitute a separate engagement that will be subject to our acceptance procedures.

Fees

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In addition, we will bill for our expenses, including an administrative charge of seven percent of fees to cover items such as copies, postage, supplies, computer and technology usage, software licensing, research and library databases, and similar expense items.

If it appears that the estimated fee will be exceeded, we will bring this to your attention.

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Additional billings

Of course, circumstances may arise that will require us to do more work. Some of the more common circumstances include changing auditing, accounting, and reporting requirements from professional and regulatory bodies; incorrect accounting applications or errors in Company records; restatements; failure to furnish accurate and complete information to us on a timely basis; and unforeseen events, including legal and regulatory changes. We are enclosing an explanation of various matters that can cause us to perform work in excess of that contemplated by our fee estimate.

At Grant Thornton, we pride ourselves on our ability to provide outstanding service and meet our clients' deadlines. To help accomplish this goal, we work hard to have the right professionals available. This involves complex scheduling models to balance the needs of our clients and the utilization of our people, particularly during peak periods of the year. Last minute client requested scheduling changes result in costly downtime due to our inability to make alternate arrangements for our professional staff.

We will coordinate a convenient time for Grant Thornton to begin work. If, after scheduling our work, you do not provide proper notice, which we consider to be one week, of your inability to meet the agreed-upon date(s) for any reason, or do not provide us with sufficient information required to complete the work in a timely manner, additional billings will be rendered for any downtime of our professional staff.

Adoption of new accounting standards

Professional and regulatory bodies frequently issue new accounting standards and guidance. Sometimes, standards are issued and become effective in the same period, providing a limited implementation phase and preventing us from including the impact in our estimated fees. In such circumstances, we will discuss with you the additional audit procedures and related fees, including matters such as the retrospective application of accounting changes and changes in classification.

Other costs

Except with respect to a dispute or litigation between Grant Thornton and the Company, our costs and time spent in legal and regulatory matters or proceedings arising from our engagement, such as subpoenas, testimony, or consultation involving private litigation, arbitration, industry, or government regulatory inquiries, whether made at the Company's request or by subpoena, will be billed to the Company separately.

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Other matters**Relationship to Grant Thornton International Ltd**

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Use of third-party service providers and affiliates

Grant Thornton may use third-party service providers, such as independent contractors, specialists, or vendors, to assist in providing our professional services. We may also use GTIL member firms, other affiliates (including the GT US Shared Services Center India Private Limited and the Grant Thornton US Knowledge and Capability Center India Private Limited,

affiliates of Grant Thornton located in Bangalore, India), or other accounting firms. Such entities may be located within or outside the United States.

Grant Thornton intends to use the professional services, technology, and resources of the following entity to assist us in the performance of the engagement:

- Capital Confirmation, Inc. – electronic bank confirmation services
214 Centerview Drive, Suite 265
Brentwood, Tennessee 37027
888-716-3577

Additionally, Grant Thornton may use third-party service providers to provide administrative or operational support to Grant Thornton, or to provide engagement team resource services. Such entities may be located within or outside the United States. All of these third party service providers are subject to confidentiality obligations to protect the confidentiality of client data.

You hereby consent and authorize us to disclose Company information to the GT US Shared Services Center India Private Limited and/or the Grant Thornton US Knowledge and Capability Center India Private Limited and the other above named entity for purposes of providing services to you.

Privacy

Grant Thornton is committed to protecting personal information. We will maintain such information in confidence in accordance with professional standards and governing laws. Therefore, any personal information provided to us by the Company will be kept confidential and not disclosed to any third party unless expressly permitted by the Company or required by law, regulation, legal process, or professional standards. The Company is responsible for obtaining, pursuant to law or regulation, consents from parties that provided the Company with their personal information, which will be obtained, used, and disclosed by Grant Thornton for its required purposes.

Documentation

The documentation for this engagement is the property of Grant Thornton and constitutes confidential information. We have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention.

Pursuant to law or regulation, we may be requested to make certain documentation available to regulators, governmental agencies, or their representatives (“Regulators”). If requested, access to the documentation will be provided to the Regulators under our supervision. We may also provide copies of selected documentation, which the Regulators may distribute to other governmental agencies or third parties. You hereby acknowledge we will allow and authorize us to allow the Regulators access to, and copies of, the documentation in this manner.

Electronic communications

During the course of our engagement, we may need to electronically transmit confidential information to each other and to third-party service providers or other entities engaged by either Grant Thornton or the Company. Electronic methods include telephones, cell phones, e-mail, secure file transfers, use of SharePoint sites, and fax. These technologies provide a fast and convenient way to communicate. However, all forms of electronic communication have inherent security weaknesses, and the risk of compromised confidentiality cannot be eliminated. The Company agrees to the use of electronic methods to transmit and receive information, including confidential information.

Standards of performance

We will perform our services in conformity with the terms expressly set forth in this Engagement Letter, including all applicable professional standards. Accordingly, our services shall be evaluated solely on our substantial conformance with such terms and standards. Any claim of nonconformance must be clearly and convincingly shown.

With respect to the services and this Engagement Letter, in no event shall the liability of Grant Thornton and its present, future, and former partners, principals, directors, employees, agents, and contractors for any claim, including but not limited to Grant Thornton's own negligence, exceed the fees it receives for the portion of the work giving rise to such liability. This limitation shall not apply to the extent that it is finally determined that any claims, losses, or damages are the result of Grant Thornton's gross negligence or willful misconduct. In addition, Grant Thornton shall not be liable for any special, consequential, incidental, or exemplary damages or loss (nor any lost profits, interest, taxes, penalties, loss of savings, or lost business opportunity) even if Grant Thornton was advised in advance of such potential damages. This paragraph and the paragraph directly below shall apply to any type of claim asserted, including contract, statute, tort, or strict liability, whether by the Company, Grant Thornton, or others.

Further, the Company shall, upon receipt of written notice, indemnify and hold harmless Grant Thornton and its present, future, and former partners, principals, directors, employees, agents, and contractors from and against any liability and damages (including punitive damages), fees, expenses, losses, demands, and costs (including defense costs) associated with any claim arising from or relating to the Company's knowing misrepresentations or false or incomplete information provided to Grant Thornton. In the event of any controversy or claim against Grant Thornton arising from or related to the services described herein, Grant Thornton shall be entitled to defend itself from such controversy or claim and to participate in any settlement, administrative, or judicial proceedings.

It is expressly agreed by the Company and Grant Thornton that any claim by, or on behalf of either party, arising out of services or this Engagement Letter, whether it be in contract, tort, or otherwise, shall be deemed waived if a claim is asserted more than two (2) years from: (i) the date of the report(s) issued by Grant Thornton; or (ii) the date of this Engagement Letter if no report has been issued.

If because of a change in the Company's status or due to any other reason, any provision in this Engagement Letter would be prohibited by laws, regulations, or published interpretations by governmental bodies, commissions, state boards of accountancy, or other regulatory agencies, such provision shall, to that extent, be of no further force and effect, and the Engagement Letter shall consist of the remaining portions.

Dispute resolution

Any controversy or claim arising out of or relating to the services, related fees, or this Engagement Letter shall first be submitted to mediation. A mediator will be selected by agreement of the parties, or if the parties cannot agree, a mediator acceptable to all parties will be appointed by the American Arbitration Association ("AAA"). The mediation will proceed in accordance with the customary practice of mediation. In the unlikely event that any dispute or claim cannot be resolved by mediation, we both recognize that the matter will probably involve complex business or accounting issues that would be decided most equitably to us both by a judge hearing the evidence without a jury. Accordingly, to the extent now or hereafter permitted by applicable law, the Company and Grant Thornton agree to waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to our services or this Engagement Letter.

If the above jury trial waiver is determined to be prohibited by applicable law, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Grant Thornton office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that pre-hearing discovery must be specifically authorized by the arbitrator. The arbitrator will be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within 15 days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

Authorization

This Engagement Letter sets forth the entire understanding between the Company and Grant Thornton regarding the services described herein and supersedes any previous proposals, correspondence, and understandings, whether written or oral. If any portion of this Engagement Letter is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

Please confirm your acceptance of this Engagement Letter by signing below and returning one copy to us in the enclosed self-addressed envelope.

Sincerely,

GRANT THORNTON LLP


Ronald E. Messenger
Partner

Enc: Matters that can cause work in excess of fee estimate

Agreed and accepted by:

SOONER TOWN CENTER III, LLC

Robert C. Collett, Managing Member

Date: _____

Kemp Woollen, Chief Financial Officer of Collett
As an agent for Sooner Town Center III, LLC

Date: _____

THE CITY OF MIDWEST CITY

Matthew Dukes II, Mayor

Date: _____

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

Matthew Dukes II, Chairman

Date: _____

Matters that can cause work in excess of fee estimate

We want you to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. However, in seeking to provide you with such value, we find there are various matters that can cause us to perform work in excess of that contemplated by our fee estimate. The following explains the matters that arise most frequently.

Changing requirements

Today, there are numerous governmental or rule-making bodies that regularly add or change various requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, three types of situations make this difficult. Sometimes, these new requirements are not communicated in time for us to anticipate their effects in our preliminary planning. Secondly, in spite of our anticipation and planning, the work necessary to comply with new requirements may be underestimated. Finally, in some instances, you may decide that it is advantageous to you to have the new requirements applied immediately.

Incorrect accounting applications or errors in your records

We generally form our fee estimates on the expectation that your accounting records are in good order so that our work can be completed based upon our normal testing and other procedures. However, should we find numerous errors, incomplete records, or disorganized bookkeeping methods, we will have to do additional work to determine that the necessary corrections have been made and properly reflected in the financial statements.

Lack of audit facilitation or timely preparation

To minimize your costs, we plan the means by which your personnel can facilitate the audit (for example, what schedules they will prepare, how to prepare them, the supporting documents that need to be provided, and so forth). We also discuss matters such as availability of your key personnel, deadlines, and working conditions. Indeed, the information concerning these matters that you furnish to us is a key element in our fee quotation. Therefore, if your personnel are unable, for whatever reasons, to provide these materials on a timely basis, it may substantially increase the work we must do to complete the engagement within the established deadlines. Moreover, in some circumstances, this may require a staff withdrawal, as discussed below.

Staff withdrawal

A staff withdrawal consists of our removing one or all staff because the condition of your records, or the inability of your personnel to provide agreed upon materials within the established timetable, makes it impossible for us to perform our work in a timely, efficient manner, as established by our engagement plan. Sometimes, a complete staff withdrawal is necessary to permit an orderly audit approach. A staff withdrawal is not necessarily an adverse reflection on your personnel. However, it involves additional costs, as we must reschedule our personnel, incur additional start-up costs, and so forth, to prevent total engagement costs from increasing significantly.

Unforeseen events

Even though we communicate frequently with clients and plan our engagement with management and their staff, unforeseen events can occur. Examples include accounting problems, litigation, changes in your business or business environment, contractual or other difficulties with suppliers, third-party service providers, or customers, and so forth. When those circumstances occur, additional time is needed to provide you with assistance and to complete our engagement in accordance with professional standards.

Again, we emphasize that we strive to give you optimum value for our professional services. Fee quotations are provided based upon the facts and circumstances that you describe to us. However, unlike the sale of products, the performance of professional services is affected by many variables, such as the foregoing, which may cause fee estimates to change.



DISCUSSION ITEMS





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

MEMORANDUM

To: Honorable Chairman and Trustees

From: J. Guy Henson, General Manager/Administrator

Date: November 14, 2017

Subject: Discussion and consideration of accepting the Hospital Authority Investment Performance Review for the period ending September 30, 2017 and 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, will be present at the meeting to present the Performance Review. Any need to reallocate assets, change fund managers or make changes to the Investment Policy Guidelines and Objectives will be addressed at the meeting.

Action is at the discretion of the Authority.

J. Guy Henson
General Manager/Administrator

**MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY
INVESTMENT PERFORMANCE REVIEW
PERIODS ENDING
SEPTEMBER 30, 2017**

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
COMPOSITE VS. POLICY PORTFOLIO
PERIODS ENDING 9-30-17**

	QTR		YTD		1 Year		3 Years	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Total Fund Composite	3.59	41	12.37	26	14.37	33	7.59	38
Policy Portfolio*	3.33	50	10.76	38	12.24	62	6.43	65

	5 Years		10 Years		From 12-31-96		From 9-30-96	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Total Fund Composite	10.18	30	5.72	32	7.50	32	7.65	27
Policy Portfolio*	9.20	59	5.52	39	7.00	42	7.22	39

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

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

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
RETURN SUMMARY
PERCENTILE RANKS
PERIODS ENDING 9-30-17**

	QTR		YTD		1 Year		3 Years		5 Years		10 Years		From 12-31-96	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Vs. 100% Equity Universe														
Total Equity	4.71	44	15.54	29	19.70	33	10.89	27	14.42	22	6.89	54	7.66	68
Active - Equity	5.07	36	17.70	20	21.54	18	11.19	23	15.21	10	5.97	74	7.00	81
Passive - Equity	4.48	50	14.23	35	18.57	46	10.82	28	14.08	28	7.52	36	8.07	54
S&P 500	4.48	50	14.24	35	18.61	45	10.81	28	14.22	25	7.44	39	8.08	54
Vs. 100% Fixed Income Universe														
Total Fixed Income	0.78	53	3.08	46	-0.14	83	2.66	40	2.04	48	4.40	36	5.27	25
Active - Fixed	0.64	65	2.90	49	-0.49	89	2.57	44	1.95	51	4.43	35	5.37	21
Passive - Fixed	0.88	43	3.27	42	0.16	77	2.80	37	2.18	43	4.39	36	5.24	26
BC Aggregate	0.85	46	3.14	44	0.07	79	2.71	39	2.06	47	4.27	39	5.25	26
BC G/C	0.81	50	3.49	37	-0.01	80	2.83	36	2.10	45	4.34	37	5.30	23
90 Day US T-Bill	0.26	93	0.56	97	0.64	66	0.29	97	0.19	92	0.42	99	2.14	99

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
RETURN SUMMARY
PERIODS ENDING 9-30-17**

	QTR		YTD		1 Year		3 Years		5 Years		10 Years		Fr 12-31-96	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Vs. 100% Equity Universe														
Growth Funds														
Harbor Capital Appreciation	8.62	3	27.40	3	24.93	6	13.04	9	*17.11	*4	(12/31/12)	--	--	--
T. Rowe Price New America	4.63	46	25.64	4	25.34	6	13.10	8	*16.79	*6	(12/31/12)	--	--	--
S&P 500	4.48	50	14.24	35	18.61	45	10.81	28	*15.13	*19	(12/31/12)	--	--	--
Vs. 100% Equity Universe														
Vanguard Mid Cap Growth	4.24	59	15.13	31	15.95	72	7.70	77	11.68	77	7.18	46	*8.97	*30 (12/03)
S&P 500	4.48	50	14.24	35	18.61	45	10.81	28	14.22	25	7.44	39	*8.35	*48 (12/03)
PrimeCap Odyssey Agg. Growth	3.95	66	20.26	13	22.42	14	15.02	2	*21.66	*1	(12/31/12)	--	--	--
S&P 500	4.48	50	14.24	35	18.61	45	10.81	28	*15.13	*19	(12/31/12)	--	--	--
Vs. 100% Equity Universe														
Value Funds														
Dodge & Cox Stock	4.76	43	11.89	53	23.88	9	9.83	44	15.65	7	*18.20	*6	(9/30/11)	--
S&P 500	4.48	50	14.24	35	18.61	45	10.81	28	14.22	25	*16.74	*23	(9/30/11)	--
Vanguard Equity Income	4.49	50	11.42	56	16.75	66	10.31	37	*14.11	*40	(12/31/12)	--	--	--
S&P 500	4.48	50	14.24	35	18.61	45	10.81	28	*15.13	*19	(12/31/12)	--	--	--
Vs. 100% Fixed Income Universe														
Active Fixed Income Composite	0.64	65	2.90	49	-0.49	89	2.57	44	1.95	51	4.43	35	5.37	21
Vanguard Short Term Inv. Grade	0.59	67	2.17	64	1.34	47	2.11	57	1.93	51	*2.36	*56	(9/30/11)	--
Vanguard Short Term Treasury	0.29	91	0.79	95	0.20	76	0.96	86	0.68	83	*0.75	*91	(9/30/11)	--
BC Aggregate	0.85	46	3.14	44	0.07	79	2.71	39	2.06	47	*2.57	*53	(9/30/11)	--
Vanguard Int.Term Inv. Grade	1.09	29	3.98	28	0.87	60	3.54	19	2.91	26	5.32	15	*4.93	*16 (12/03)
BC Aggregate	0.85	46	3.14	44	0.07	79	2.71	39	2.06	47	4.27	39	*4.20	*36 (12/03)
Vanguard Int.Term Treasury	0.46	76	2.18	64	-1.28	95	2.24	54	1.25	69	4.22	42	*5.32	*27 (12/99)
Vanguard Long Term Treasury	0.44	77	6.20	7	-6.60	99	4.79	6	2.75	29	6.79	4	*7.32	*4 (12/99)
BC Aggregate	0.85	46	3.14	44	0.07	79	2.71	39	2.06	47	4.27	39	*5.17	*32 (12/99)
BC G/C	0.81	50	3.49	37	-0.01	80	2.83	36	2.10	45	4.34	37	5.30	23
Average Fixed Income Fund	0.87	44	3.19	43	1.84	39	2.46	48	2.08	46	3.84	51	4.61	50

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
RETURN SUMMARY
PERIODS ENDING 9-30-17
UNIVERSES BETA ADJUSTED

	QTR		YTD		1 Year		3 Year		5 Year		10 Year		From 12-31-03	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Vs. 100% Large Cap Growth Universe (Hi-Beta)														
Harbor Capital Appreciation	8.62	1	27.40	14	24.93	15	13.04	20	*17.11	*19	(12/31/12)	--	--	--
Russell 1000 Growth	5.90	31	20.72	55	21.94	34	12.69	25	*16.46	*24	(12/31/12)	--	--	--
Average Large Cap Growth	4.87	62	18.23	70	18.99	68	10.09	59	*14.21	*64	(12/31/12)	--	--	--
Vs. 100% Large Cap Growth Universe (Hi-Beta)														
T. Rowe Price New America	4.63	70	25.64	24	25.34	12	13.10	20	*16.79	*22	(12/31/12)	--	--	--
Russell 1000 Growth	5.90	31	20.72	55	21.94	34	12.69	25	*16.46	*24	(12/31/12)	--	--	--
Average Large Cap Growth	4.87	62	18.23	70	18.99	68	10.09	59	*14.21	*64	(12/31/12)	--	--	--
Vs. 100% Mid Cap Growth Universe (Mid-Beta)														
Vanguard Mid Cap Growth	4.24	73	15.13	34	15.95	77	7.70	85	11.68	80	7.18	67	*8.97	*57 (12/03)
Russell Mid Growth	5.28	44	17.29	25	17.82	67	9.96	65	14.18	29	8.20	43	*9.70	*30 (12/03)
Average Mid Cap Growth	4.82	51	13.33	41	18.93	56	10.26	59	12.91	53	7.48	60	*8.89	*61 (12/03)
Vs. 100% Mid Cap Growth Universe (Hi-Beta)														
PrimeCap Odyssey Agg. Growth	3.95	85	20.26	30	22.42	27	15.02	7	*21.66	*1	(12/31/12)	--	--	--
Russell Mid Growth	5.28	59	17.29	45	17.82	75	9.96	52	*14.58	*26	(12/31/12)	--	--	--
Average Mid Cap Growth	4.82	69	13.33	78	18.93	66	10.26	48	*13.27	*51	(12/31/12)	--	--	--
Vs. 100% Large Cap Value Universe (Hi-Beta)														
Dodge & Cox Stock	4.76	33	11.89	33	23.88	7	9.83	12	15.65	4	*18.20	*6	(9/30/11)	--
Russell 1000 Value	3.11	83	7.92	86	15.12	88	8.53	46	13.20	47	*15.97	*42	(9/30/11)	--
Average Large Cap Value	4.02	58	10.72	54	17.08	76	8.15	52	12.67	62	*15.07	*66	(9/30/11)	--
Vs. 100% Large Cap Value Universe (Lo-Beta)														
Vanguard Equity Income	4.49	19	11.42	24	16.75	26	10.31	10	*14.11	*14	(12/31/12)	--	--	--
Russell 1000 Value	3.11	66	7.92	72	15.12	43	8.53	42	*13.59	*28	(12/31/12)	--	--	--
Average Large Cap Value	4.02	37	10.72	33	17.08	24	8.15	50	*13.07	*39	(12/31/12)	--	--	--

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIODS ENDING 9-30-17**

MIDWEST CITY COMPOSITE VS. POLICY PORTFOLIO

	1 Year	3 Years	5 Years	10 Years	From 9-30-96
Alpha	0.55	0.31	0.24	0.06	0.11
Beta	1.14	1.10	1.05	1.02	1.00
R - squared	0.98	0.99	0.99	0.99	0.98
STD for Composite	2.76	6.16	6.09	12.27	11.69
STD for Policy Portfolio*	2.40	5.59	5.76	11.98	11.58

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

MIDWEST CITY COMPOSITE VS. S&P 500

	1 Year	3 Years	5 Years	10 Years	From 9-30-96
Alpha	-1.07	-0.84	-1.00	-0.60	-0.36
Beta	1.10	0.88	0.78	0.75	0.70
R - squared	0.77	0.93	0.88	0.96	0.95
STD for Composite	2.76	6.16	6.09	12.27	11.69
STD for S&P 500	2.20	6.72	7.40	16.15	16.39

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
ASSET ALLOCATION
PERIOD ENDED 9-30-17**

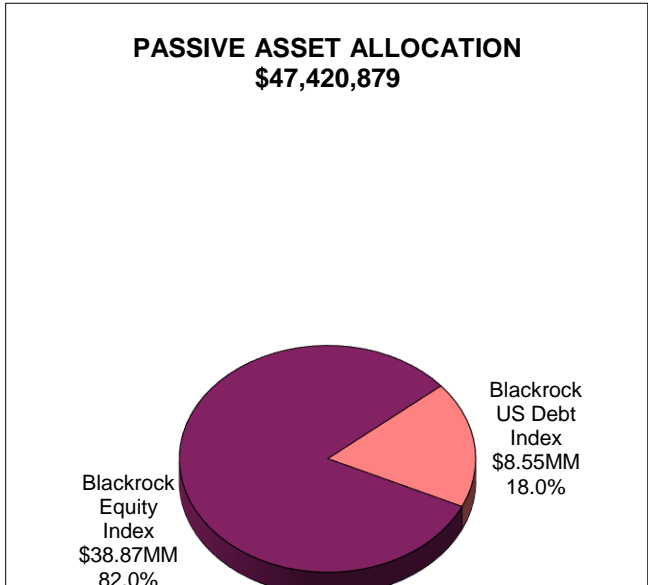
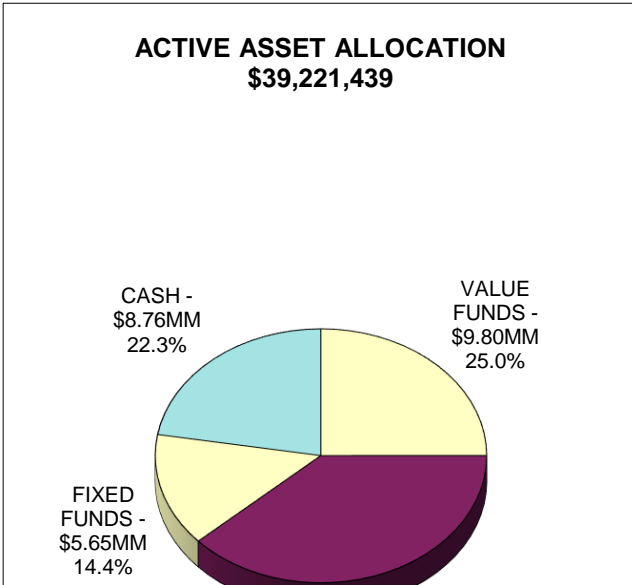
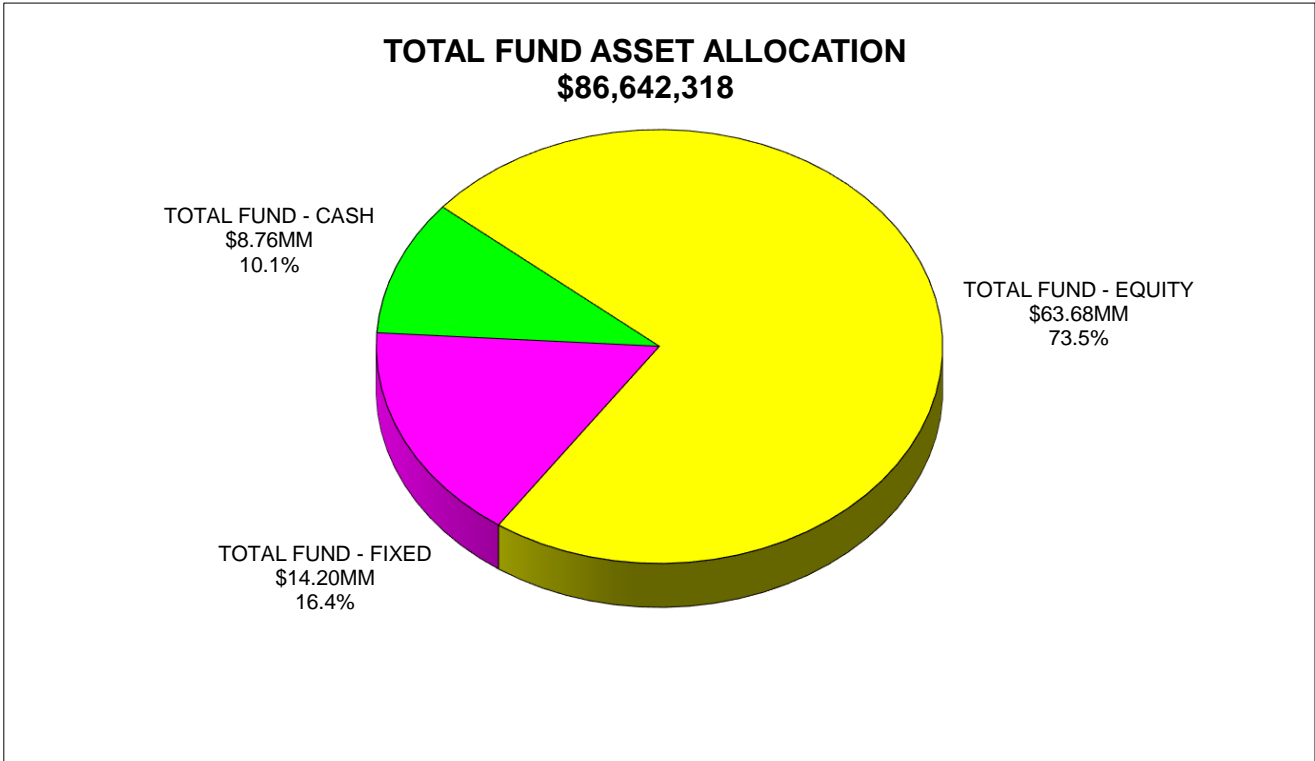
	Domestic Equity	Foreign Equity	US Bond	Cash	Total	Percent of Total	Target	Range
Blackrock Equity Index	38,873,438				38,873,438	44.9%		
Harbor Capital Appreciation	3,907,465				3,907,465	4.5%		
T. Rowe Price New America Gr.	3,340,177				3,340,177	3.9%		
Primecap Odyssey Agg Growth	4,501,227				4,501,227	5.2%		
Vanguard Mid Growth	3,258,641				3,258,641	3.8%		
Dodge & Cox Stock	5,357,089				5,357,089	6.2%		
Vanguard Equity Income	4,445,294				4,445,294	5.1%		
TOTAL US EQUITY	63,683,331				63,683,331	73.5%	70.0%	20.0 - 85.0%
Blackrock US Debt Index			8,547,441		8,547,441	9.9%		
Vanguard Short Tm. Treas.			1,245,423		1,245,423	1.4%		
Vanguard Short Tm. Inv. Gr.			1,356,570		1,356,570	1.6%		
Vanguard Int. Tm. Treas.			546,724		546,724	0.6%		
Vanguard Int. Tm. Inv. Gr.			1,822,380		1,822,380	2.1%		
Vanguard Long Tm. Treas.			678,422		678,422	0.8%		
TOTAL US BOND			14,196,960		14,196,960	16.4%	30.0%	2.5 - 80.0%
TOTAL CASH				8,762,027	8,762,027	10.1%	0.0%	0.0 - 20.0%
TOTAL	63,683,331 73.5%	0 0.0%	14,196,960 16.4%	8,762,027 10.1%	86,642,318 100.0%		100.0%	

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIOD ENDED 9-30-17**

ALLOCATION CHANGE			
	June 30, 2017	September 30, 2017	Change
Domestic Equity	60,817,709	63,683,331	2,865,622
Domestic Bond	14,086,070	14,196,960	110,890
Cash	8,746,343	8,762,027	15,684
TOTAL FUND	83,650,121	86,642,318	2,992,196

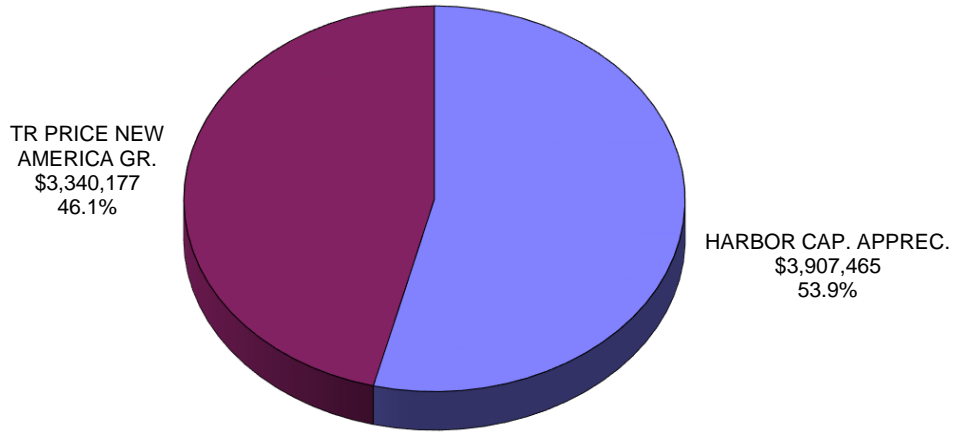
ACTUAL vs. POLICY PORTFOLIO			
	Actual Allocation	Policy Allocation	Allocation Range
Domestic Equity	73.5%	70.0%	20 - 85%
Domestic Bond	16.4%	30.0%	2.5 - 80%
Cash	10.1%	0.0%	0 - 20%

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
ASSET ALLOCATION
PERIOD ENDED 9-30-17**

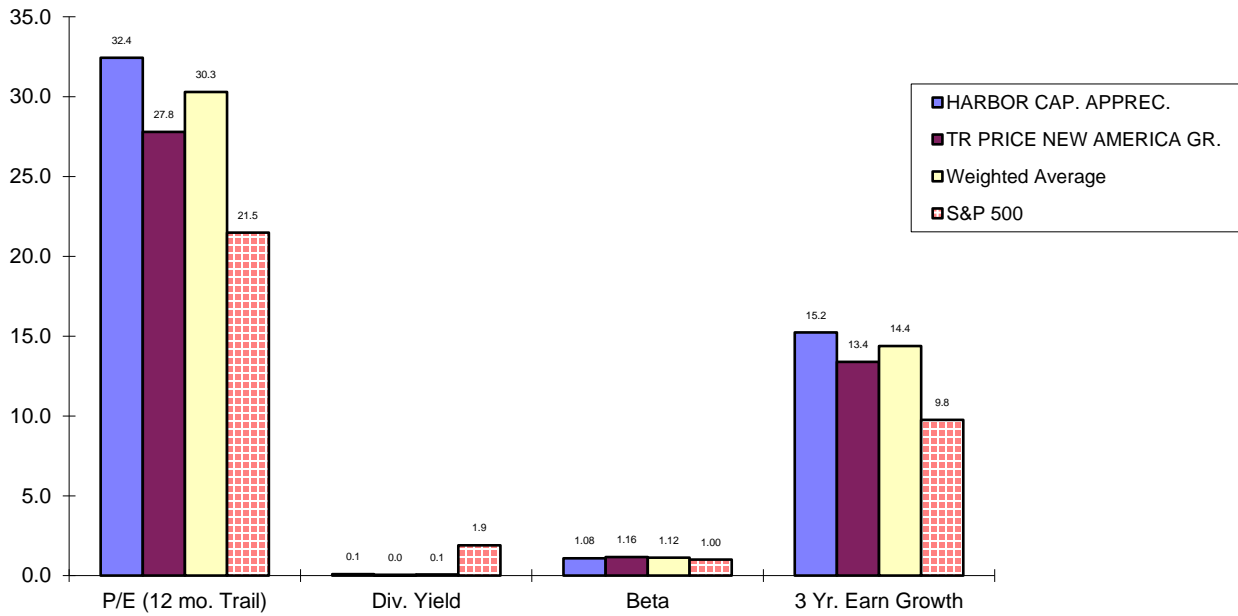


MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIOD ENDED 9-30-17

LARGE GROWTH FUNDS COMPOSITE ASSET ALLOCATION
\$7,247,642

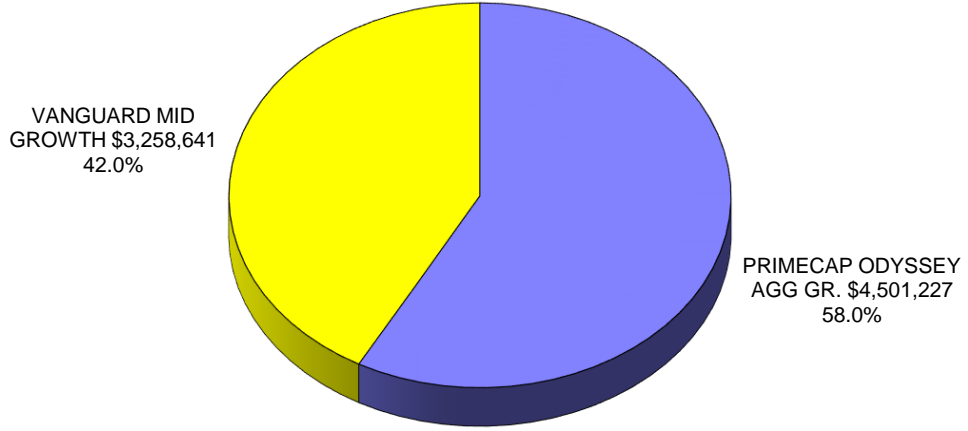


LARGE GROWTH EQUITY CHARACTERISTICS v. S&P 500

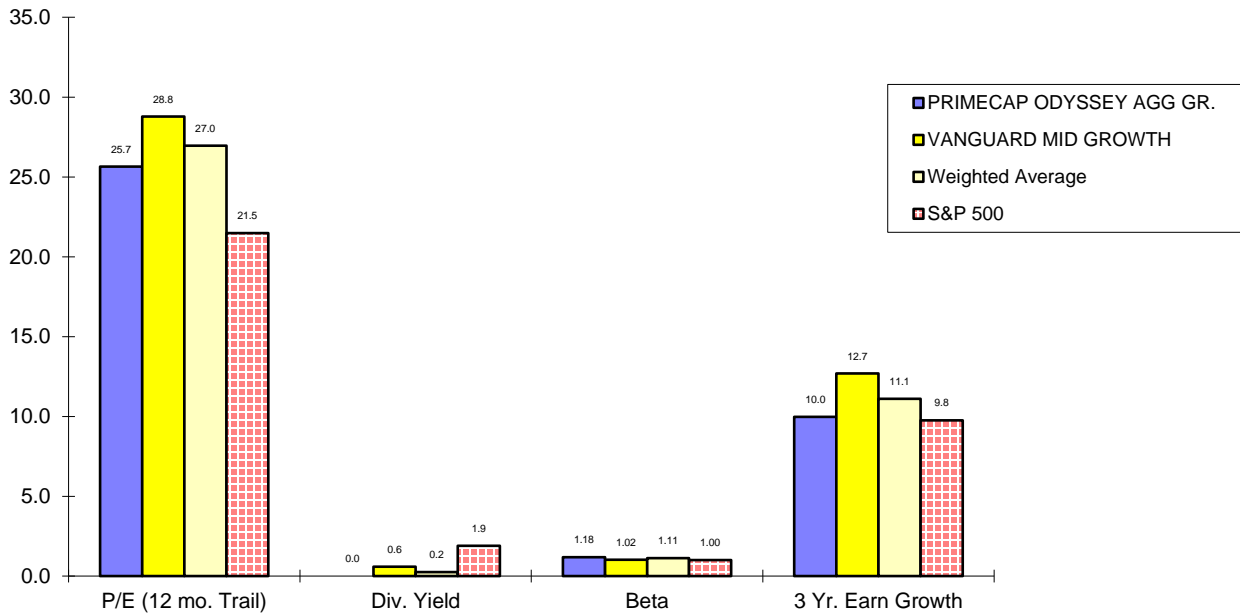


**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIODS ENDED 9-30-17**

**MID GROWTH FUNDS COMPOSITE ASSET ALLOCATION
\$7,759,868**

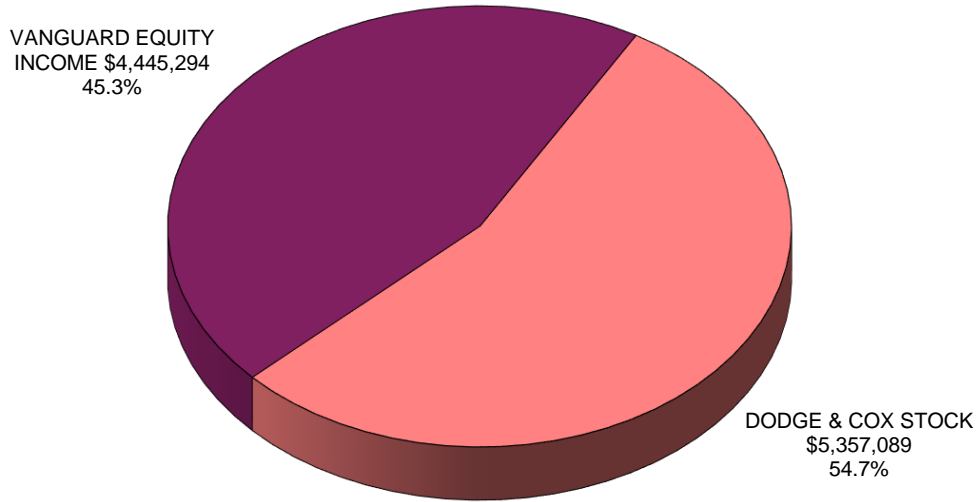


MID GROWTH EQUITY CHARACTERISTICS v. S&P 500

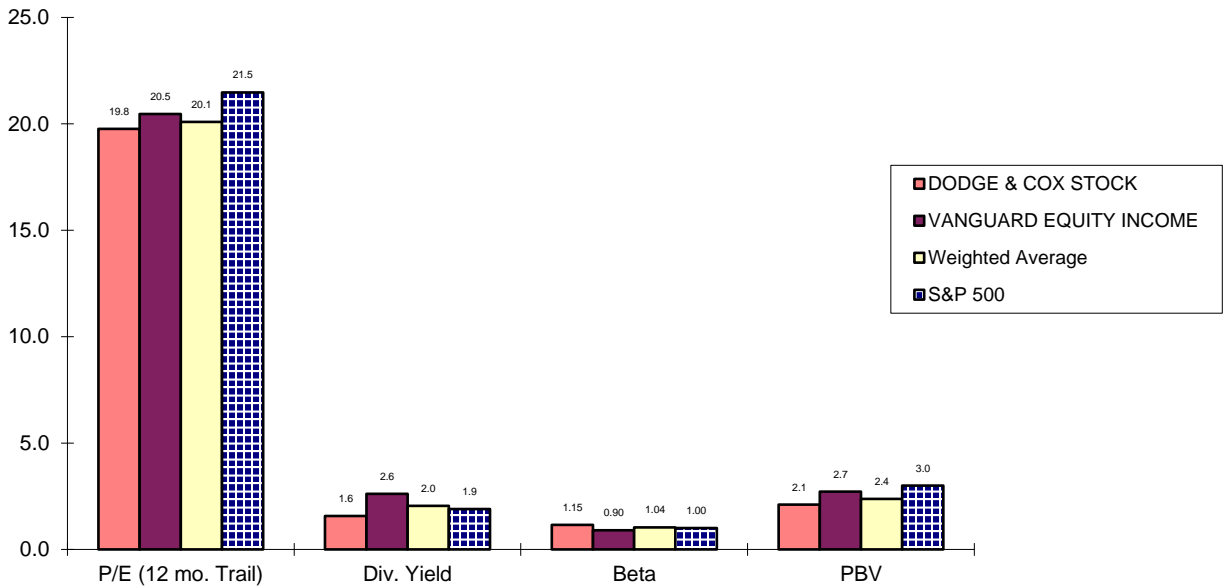


MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIOD ENDED 9-30-17

VALUE FUNDS COMPOSITE ASSET ALLOCATION
\$9,802,383

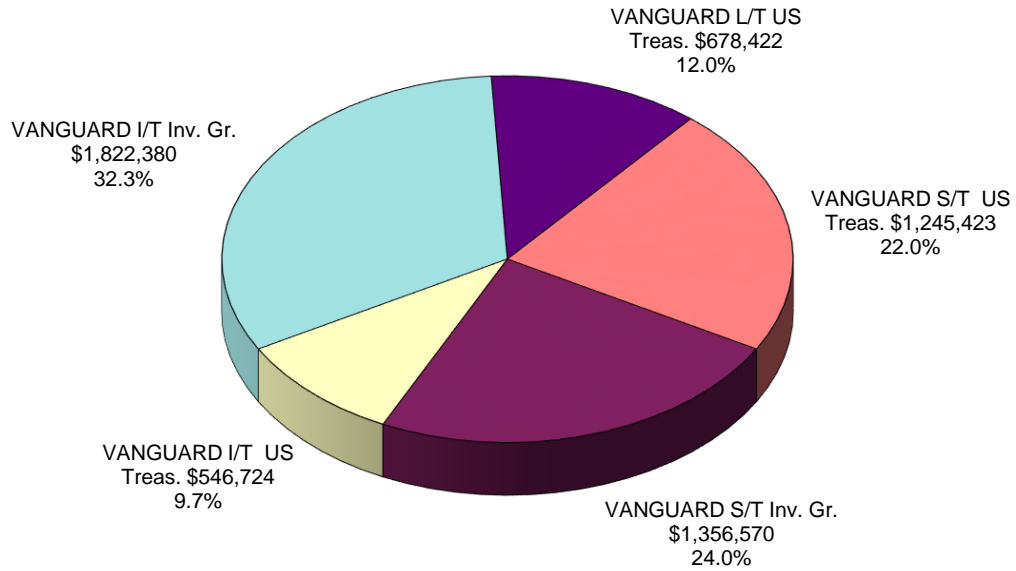


VALUE EQUITY CHARACTERISTICS v. S&P 500

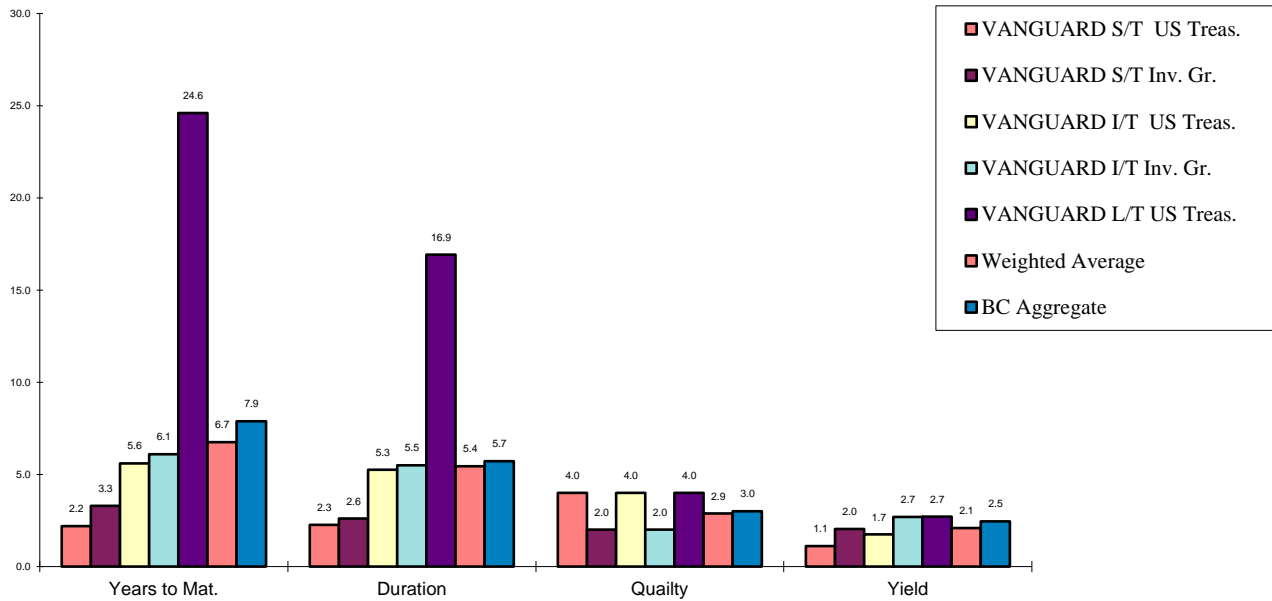


**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIOD ENDED 9-30-17**

**ACTIVE FIXED INCOME ASSET ALLOCATION
\$5,649,519**



ACTIVE FIXED INCOME CHARACTERISTICS





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

MEMORANDUM

To: Honorable Chairman and Trustees

From: Guy Henson, General Manager/Administrator

Date: November 14, 2017

Subject: Discussion and consideration of appointing a new Ward 1 member to the Midwest City Memorial Hospital Authority's Board of Grantors to serve out the remainder of resigning member Mr. John Cauffiel's four-year term ending on April 26, 2020.

On November 6, 2017, Mr. John Cauffiel, Ward 1 appointee, resigned due to personal reasons. Therefore, a new Ward 1 appointee needs to be appointed.

Action is at the Trustees discretion.

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

J. Guy Henson, City Manager



NEW BUSINESS/
PUBLIC DISCUSSION

