



MIDWEST CITY  
MEETING AGENDAS FOR  
March 14, 2017

**STAFF BRIEFING**

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

March 14, 2017 – 6:00 PM

Special Assistance requests – [tcoplen@midwestcityok.org](mailto:tcoplen@midwestcityok.org) or 739-1002. (Please provide no less than 24 hours' notice) Special assistance request 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 March 14, 2017.



CITY COUNCIL AGENDA



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

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

March 14, 2017 – 7:00 PM

- A. CALL TO ORDER.
- B. OPENING BUSINESS.
- Invocation - Public Works Director, Vaughn Sullivan
  - Pledge of Allegiance - JROTC Cadet Emily Green
  - Community-related Announcements
  - Proclamations for Retirees Bill Horn and Mark Nickel
- C. CONSENT AGENDA. These items are placed on the Consent Agenda so the City Council, by unanimous consent, can approve routine agenda items by one motion. If any item does not meet with approval of all Council members, or members of the audience wish to discuss an item, that item will be removed and heard in regular order.
1. Discussion and consideration of approving the minutes of the February 28, 2017 staff briefing and regular meeting, as submitted. (City Clerk - S. Hancock)
  2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: Police Impound Fees Fund, expenses/Transfers Out (62) \$6,634. General Gov't Sales Tax Fund, revenue/Miscellaneous (09) \$20,183; expenses/Street (09) \$20,183. Police Capitalization Fund, revenue/Miscellaneous (00) \$20,459; expenses/Police (62) \$20,459. (Finance - C. Barron)
  3. Discussion and consideration of accepting grants of Permanent Drainage and Utility Easement, Temporary Drainage Utility and Roadway Easement and a Drainage Utility and Roadway Easement, from Newey Family Partners, across a certain tract of land within the corporate boundaries of Midwest City in the Southeast Quarter (SE/4) of Section Eleven (11), Township Eleven (11) North, Range Two (2) West, of the Indian Meridian, Oklahoma County, Oklahoma. (Community Development - B. Harless)
  4. Discussion and consideration of entering into and approving a Use Agreement with Black Shale Minerals, LLC and Buffco Production, Inc. for the utilization of an existing bridge located over Soldier Creek for the non-motorized off road trail system located at Soldier Creek Industrial Park. (Community Development - P. Menefee)
  5. Discussion and consideration of renewing the Memorandum of Understanding in an amount not to exceed \$25,000 with the Oklahoma Department of Mental Health and Substance Abuse Services which establishes the terms and conditions under which the City participates in this program to identify eligible municipal offenders in Midwest City who are in need of behavioral health treatment services and fund supplies necessary to operate the screening program such as a computer or drug testing supplies in the amount of \$1,000. (Police - B. Clabes)

6. Discussion and consideration of approving and entering into an agreement allowing the Midwest City YMCA to offer swim lesson at the Reno Swim and Slide for the 2017 swim season in exchange for a commission fee paid to the City of Midwest City in the amount of \$5.00 per participant per class. (Parks & Recreation - F. Gilles)
7. Discussion and consideration of approving and entering into a Star Spangled Salute Air Show Sponsorship Agreement with Tinker Federal Credit Union in the amount of \$25,000. (Parks & Recreation - F. Gilles)
8. Discussion and consideration of approving and entering into an agreement with Oklahoma County Senior Nutrition Program (OCSNP), sponsored by Sodexo, for the purpose of providing weekday lunch meals at the Midwest City Senior Center. (Public Works - V. Sullivan)
9. Discussion and consideration of 1) reappointing Kenny Stephenson and Gary Bachman to the Traffic and Safety Commission for additional two-year terms, and 2) appointing Nick Timme to fill the vacancy which will be created on the Traffic and Safety Commission when Roger Camp completes his current term. (Community Development - B. Harless)
10. Discussion and consideration of 1) declaring various obsolete equipment of city property on the attached list as surplus property; and 2) authorizing the disposal of this property by public auction or sealed bid. (Police - B. Clabes)

D. DISCUSSION ITEMS.

1. (PC-1894) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to SPUD, Simplified Planned Unit Development, for the property described as Lot 36 of Block 3 of the Harr Julian Replat, located at 401 W. Douglas Drive. (Community Development - B. Harless)
2. Discussion and consideration of a Public Hearing to provide information and answer questions, pursuant to Title 62, Section 859 of the Oklahoma Statutes Regarding the establishment of “Increment District Number Two, City of Midwest City, Oklahoma” and regarding a Request By Sooner Investment (“Sooner”) for development financing assistance In Connection with Sooner’s Proposal to expand the Sooner Rose Shopping Center to include approximately 160,000 square feet of restaurant, entertainment and retail space, and regarding a request by Warren Theatres, LLC (“Warren Theatres”) for development financing assistance in connection with Warren Theatres’ Proposal to develop, construct and operate a ten (10) screen movie theater with the Sooner Rose Shopping Center. (Presentation by Dan McMahan, Representing the City of Midwest City, OK.) (Economic Development – R. Coleman)
3. Discussion and consideration of appointing a replacement on the Planning Commission to fill the unexpired term of Turner Mann. (Community Development - B. Harless)

- [4.](#) Discussion and consideration of reappointing Miss Margie Humdy and appointing a replacement for Mr. Glenn Goldschlager for three-year terms to the Midwest City Tree Board. (Public Works - V. Sullivan)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. FURTHER INFORMATION.

- [1.](#) Discussion and consideration of amending Chapter 24, Article IV, Section 24.142.1, Mandatory Child Restraint Use, providing for changes in ages and manner of restraint, adding exceptions to the use of child restraints, adding provisions regarding civil suits, protecting technicians from liability and providing that fines go to the Department of Public Safety; and providing for repealer and severability. (Police - B. Clabes)

G. ADJOURNMENT.



CONSENT AGENDA



Notice of regular staff briefings for the Midwest City Council was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City's website, accessible to the public for at least 24 hours in advance of this meeting.

**MINUTES OF THE REGULAR STAFF BRIEFING FOR MIDWEST CITY COUNCIL**

February 28, 2017 – 6:00 p.m.

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. The following members were present: Mayor Matt Dukes; Councilmembers Susan Eads, Rick Dawkins, Sean Reed, and Christine Allen; and City Clerk Sara Hancock. Absent: Pat Byrne and Jeff Moore.

Mayor Dukes called the meeting to order at 6:00 p.m.

**DISCUSSION. Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for February 28, 2017.**

- Mayor Dukes introduced Jr. ROTC Cadet Benjamin Dycus and his nominee for the Traffic and Safety Commission, Nick Timme.
- City Manager Guy Henson congratulated Chief Brandon Clabes on his appointment to the National Medal of Valor Review Committee and thanked Economic Development Director Robert Coleman and staff for their efforts regarding the Local Development Act Review Committee work.
- Public Works Director, Vaughn Sullivan, showed the Council the new 75<sup>th</sup> Anniversary Visitor's Guides and thanked Susan Mcacquarrie for her good work.
- Public Media Specialist, Kay Hunt, announced that the State of the City video would be on the website and a new monthly article about the 75<sup>th</sup> Anniversary of Midwest City would begin in the Oklahoman soon.
- Staff briefed the councilmembers on various items on the agenda, and the council members sought clarification and discussed individual agenda items with staff.

Mayor Dukes closed the meeting at 6:34 p.m.

ATTEST:

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

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

Notice of regular Midwest City Council meetings was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City's website, accessible to the public for at least 24 hours in advance of the meeting.

## **MINUTES OF THE REGULAR MIDWEST CITY COUNCIL MEETING**

February 28, 2017 – 7:00 p.m.

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

Mayor Dukes called the meeting to order at 7:02 p.m.

**Opening Business.** The meeting opened with the invocation by Public Works Director Vaughn Sullivan, followed by the Pledge of Allegiance led by JROTC Cadet Benjamin Dycus. City Manager, Guy Henson, and Ward 1 Councilmember Eads made community-related comments and announcements. Mayor Dukes presented an Oklahoma Emergency Management Week proclamation to Emergency Management Director, Mike Bower. The Mayor and Oklahoma Municipal Legal representative, Randy Ross, presented twenty-five year service awards and pins to the following Midwest City employees: Billy Broughton Jr., Danna Canfield, Jeff Crutcher, and Jerry Gitthens. Brian K. Phillips, Major David Huff, and Tom Cubstead were unable to be there to receive their rewards.

**Consent Agenda.** Motion was made by Dawkins, seconded by Reed, to approve the items on the Consent Agenda, as submitted.

1. Discussion and consideration of approving the minutes of the February 14, 2017 staff briefing and regular meeting; and the minutes of the special meeting of February 15, 2017, and the special meeting of February 21, 2017, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: Police Impound Fees Fund, expenses/Transfers Out (62) \$5,000. Police Capitalization Fund, revenue/Transfers In (00) \$5,000; revenue/Miscellaneous (00) \$3,203; expenses /Police (62) \$8,203. Police Fund, revenue/ Miscellaneous (00) \$803; expenses/Police (62) \$803.
3. Discussion and consideration of accepting the City Manager's Report for the month of January 2017.
4. 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.
5. Discussion and consideration of approval of federal aid programming resolution for the following project for inclusion into the FFY 2018-2021 Transportation Improvement Plan: Pedestrian Signal Project – Various Locations.



6. Discussion and consideration of approval of federal aid programming resolution for the following project for inclusion into the FFY 2018-2021 Transportation Improvement Plan: Striping City-Wide (various locations).
7. Discussion and consideration of approval of federal aid programming resolution for the following project for inclusion into the FFY 2018-2021 Transportation Improvement Plan: Midwest Boulevard Resurfacing.
8. Discussion and consideration of 1) entering into and approving an Agreement for Professional Engineering Services with Cowan Group Engineering in the amount of \$11,000 for the preparation of a structural engineering design for the Mid America Trail pedestrian bridge, and 2) approving the use of Capital Improvements (157) Fund "Projects Approved by Council" to fund this work.
9. Discussion and consideration of 1) entering into and approving an Agreement for Professional Geotechnical Engineering Services with Standard Testing in the amount of \$2,895 for the preparation of a geotech report for the Mid America Trail pedestrian bridge, and 2) approving the use of Capital Improvements (157) Fund "Projects Approved by Council" to fund this work.
10. Discussion and consideration of approving a new slate of 2017 summer events at C. J. Johnson Central Park at Town Center.
11. Discussion and consideration of approving the following sidewalk projects for construction in calendar year 2017 utilizing the Sidewalk Fee and Sidewalk/Trails Fee Funds.

Voting aye: Eads, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Byrne and Moore. Motion carried.

### **Discussion Items.**

1. **(PC – 1892) 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 a part of the NE/4 of Section 34, T-12-N, R-2-W, located at the northwest corner of Leisure Dr. and N. Midwest Blvd.** Frank McLendon, 1723 W. Brittan Road, OKC spoke to the Council. Motion was made by Dawkins, seconded by Reed, to approve Ordinance 3289 and Resolution 2017-10, as submitted. Voting aye: Eads, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Byrne and Moore. Motion carried.
2. **(PC – 1893) Discussion and consideration of approval of the Replat of Lots 1, 2 and 3, of Block 3 in Leisure Living Estates, described as a part of the NE/4 of Section 34, T-12-N, R-2-W located on the west side of N. Midwest Blvd., between E. Reno Ave. and NE 10th Street.** Frank McLendon, 1723 W. Brittan Road, OKC spoke to the Council. Motion was made by Dawkins, seconded by Reed, to approve the replat, as submitted. Voting aye: Eads, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Byrne and Moore. Motion carried.

- 3. **(PC-1894) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to SPUD, Simplified Planned Unit Development, for the property described as Lot 36 of Block 3 of the Harr Julian Replat, located at 401 W. Douglas Drive.** Mr. Chris Mudd, 401 W. Douglas Drive and Mr. Darron White, 404 W. Douglas Road, spoke with the Council. After staff and Council discussed the item, a motion was made by Reed to deny the ordinance. No second was made. The motion failed. A second motion was made by Dawkins, seconded by Allen, to continue the item until the March 14, 2017 Council meeting. Voting aye: Eads, Dawkins, Allen, and Mayor Dukes. Nay: Reed. Absent: Byrne and Moore. Motion carried.

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

Mayor Dukes recessed the Council meeting at 7:40 p.m. to go into the Midwest City Municipal Authority and Memorial Hospital Authority meetings.

Mayor Dukes reconvened the City Council meeting at 8:09 p.m.

**Executive Session.**

- 1. **Discussion and consideration of 1) entering into executive session as allowed under 25 O.S. § 307 (B) (2) to discuss negotiations concerning employees and representatives of employee groups; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.**

Motion was made by Dawkins, seconded by Allen, to go into executive session. Voting aye: Eads, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Byrne and Moore. Motion carried.

The Council went into executive session at 8:10 p.m. \*Councilmember Reed left the meeting at 8:35 p.m.

Mayor Dukes reconvened the meeting in open session at 9:10 p.m.

Motion was made by Dawkins, seconded by Allen, to authorize the City Manager to take action as discussed in executive session. Voting aye: Eads, Dawkins, Allen, and Mayor Dukes. Nay: none. Absent: Byrne, Moore and Reed. Motion carried.

**Adjournment.** There being no further business, Mayor Dukes adjourned the meeting at 9:10 p.m.

ATTEST:

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

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



# The City of MIDWEST CITY

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

## Memorandum

**TO:** Honorable Mayor and Council

**FROM:** Christy Barron, Finance Director

**DATE:** March 14, 2017

**Subject:** Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: Police Impound Fees Fund, expenses/Transfers Out (62) \$6,634. General Gov't Sales Tax Fund, revenue/Miscellaneous (09) \$20,183; expenses/Street (09) \$20,183. Police Capitalization Fund, revenue/Miscellaneous (00) \$20,459; expenses/Police (62) \$20,459.

The first supplement is needed to roll forward remaining balances of transfers from Police Impound Fees Fund to Grants Fund to reimburse social security paid on Safe Oklahoma Grants from fiscal year 2015-2016 to current fiscal year. The second supplement is needed to budget repair of damaged traffic signal to be reimbursed by insurance proceeds. The third supplement is needed to budget insurance proceeds for totaled police motorcycle to be used to purchase replacement motorcycle.

Christy Barron  
Finance Director

## SUPPLEMENTS

**March 14, 2017**

| Fund<br>POLICE IMPOUND FEES (037) |                        | BUDGET AMENDMENT FORM<br>Fiscal Year 2016-2017 |                 |                       |                 |
|-----------------------------------|------------------------|--|-----------------|-----------------------|-----------------|
|                                   |                        | 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                                | Transfers Out          |  |                 | 6,634                 |                 |
|                                   |                        | <u>0</u>                                       | <u>0</u>        | <u>6,634</u>          | <u>0</u>        |

**Explanation:**  
To roll forward remaining balance of transfers from Police Impound Fees Fund to Grants Fund from fiscal year 2015-2016 to current fiscal year. Transfers are to reimburse social security on Safe Oklahoma Grants. Funding to come from fund balance.

| Fund<br>GENERAL GOV'T SALES TAX (009) |                        | BUDGET AMENDMENT FORM<br>Fiscal Year 2016-2017 |                 |                       |                 |
|---------------------------------------|------------------------|--|-----------------|-----------------------|-----------------|
|                                       |                        | Estimated Revenue                              |                 | Budget Appropriations |                 |
| <u>Dept Number</u>                    | <u>Department Name</u> | <u>Increase</u>                                | <u>Decrease</u> | <u>Increase</u>       | <u>Decrease</u> |
| 09                                    | Miscellaneous          | 20,183   |                 |                       |                 |
| 09                                    | Street                 |  |                 | 20,183                |                 |
|                                       |                        | <u>20,183</u>                                  | <u>0</u>        | <u>20,183</u>         | <u>0</u>        |

**Explanation:**  
To budget cost of repair to damaged traffic signal at Reno Ave and Sooner Rd to be reimbursed by insurance proceeds.

| Fund<br>POLICE CAPITALIZATION (021) |                        | BUDGET AMENDMENT FORM<br>Fiscal Year 2016-2017 |                 |                       |                 |
|-------------------------------------|------------------------|--|-----------------|-----------------------|-----------------|
|                                     |                        | Estimated Revenue                              |                 | Budget Appropriations |                 |
| <u>Dept Number</u>                  | <u>Department Name</u> | <u>Increase</u>                                | <u>Decrease</u> | <u>Increase</u>       | <u>Decrease</u> |
| 00                                  | Miscellaneous          | 20,459   |                 |                       |                 |
| 62                                  | Police                 |  |                 | 20,459                |                 |
|                                     |                        | <u>20,459</u>                                  | <u>0</u>        | <u>20,459</u>         | <u>0</u>        |

**Explanation:**  
To budget insurance proceeds for totaled police motorcycle to be used to purchase replacement motorcycle.



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

ENGINEERING DIVISION  
Patrick Menefee, City Engineer  
BUILDING INSPECTION DIVISION  
Charles Belk, Building Official  
GIS DIVISION  
Kathy Spivey, GIS Coordinator

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

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TO : Honorable Mayor and City Council

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

DATE : March 14, 2017

SUBJECT : Discussion and consideration of accepting grants of Permanent Drainage and Utility Easement, Temporary Drainage Utility and Roadway Easement and a Drainage Utility and Roadway Easement, from Newey Family Partners, across a certain tract of land within the corporate boundaries of Midwest City in the Southeast Quarter (SE/4) of Section Eleven (11), Township Eleven (11) North, Range Two (2) West, of the Indian Meridian, Oklahoma County, Oklahoma.

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The tract is located in 8700 block of SE 29<sup>th</sup> Street. The easements are needed in connection with the SE 29<sup>th</sup> Street Roadway Widening and Sidewalk Improvement Project between S. Douglas Blvd. and S. Midwest Blvd. and for potential utility improvements in the area.

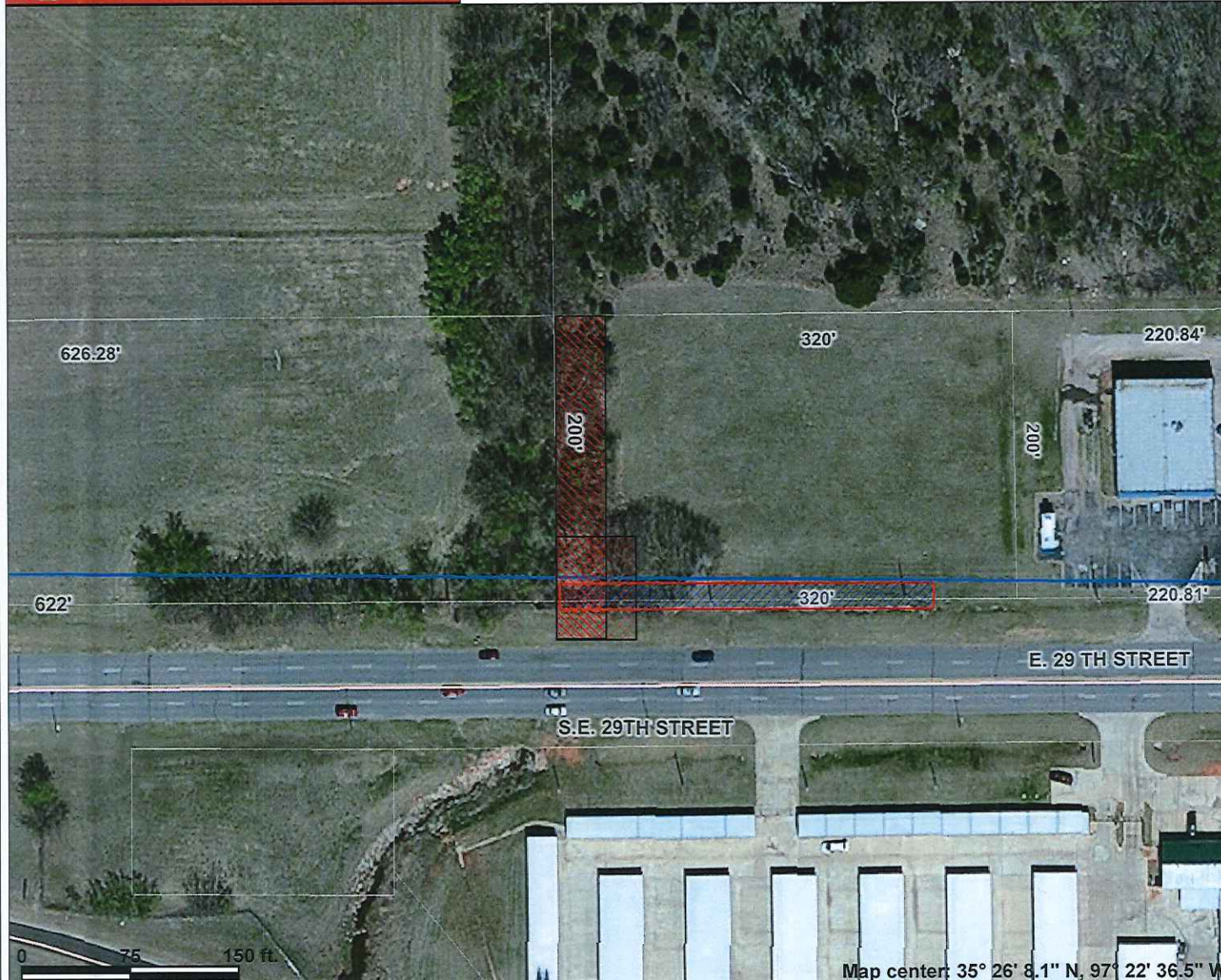
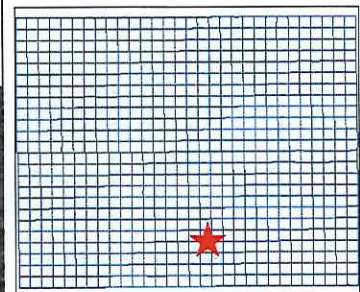
Staff recommends approval.

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Patrick Menefee, P.E.  
City Engineer

Attachments





### Legend

#### Annotation

- Sections
- Streets
- Parcels
- North Canadian River
- Rivers & Creeks
- Lakes
- Aerials (flown Feb 28th - March 23rd, 2011)
- County Background



Scale: 1:1,292

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

**DRAINAGE UTILITY AND ROADWAY EASEMENT**

KNOW ALL BY THESE PRESENTS:

That, Newey Family Partners, an Oklahoma General Partnership, of Oklahoma County, Oklahoma, for good and valuable consideration, receipt of which is hereby acknowledged, has this day granted, bargained, sold and conveyed unto the City of Midwest City, a municipal corporation, a perpetual right-of-way grant for any and all municipal purposes across, over and under the following described lots, tracts or parcels of land, lying and being situated in Oklahoma County, State of Oklahoma, to-wit:

**SEE ATTACHED EXHIBIT A**

This easement is granted for the purpose of enabling the City of Midwest City, Oklahoma, its officers, agents, contractors and employees to go upon, construct, build and at all times maintain all public utilities, roadways, and drainage improvements, structures and appurtenances through, under, along and over the property herein described and enable the City of Midwest City, Oklahoma, its officers, agents, contractors and employees to always keep the above described premises open for the use of the public.

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

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

SIGNED and delivered this 23rd day of January, 2014

X Kenneth R. Newey  
Partner

X \_\_\_\_\_  
Partner

STATE OF OKLA )  
COUNTY OF OKLA )ss.

Before me, the undersigned, a Notary Public in and for said State on this 23rd day of January, 2014, personally appeared Kenneth R. Newey GP, to

me known to be the identical person(s) who subscribed the name of the maker thereof to the

forgoing instrument as GP Manager of  
Newey Family Partners, an Oklahoma General Partnership, and acknowledged to me that  
he executed the same as his free and voluntary act and deed, and as the free  
and voluntary act and deed of such partnership, for the uses and purposes therein set forth.  
Given under my hand and seal the day and year last above written.

7-11-20  
My Commission Expires



[Signature]  
Notary Public

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

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

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

ATTEST:

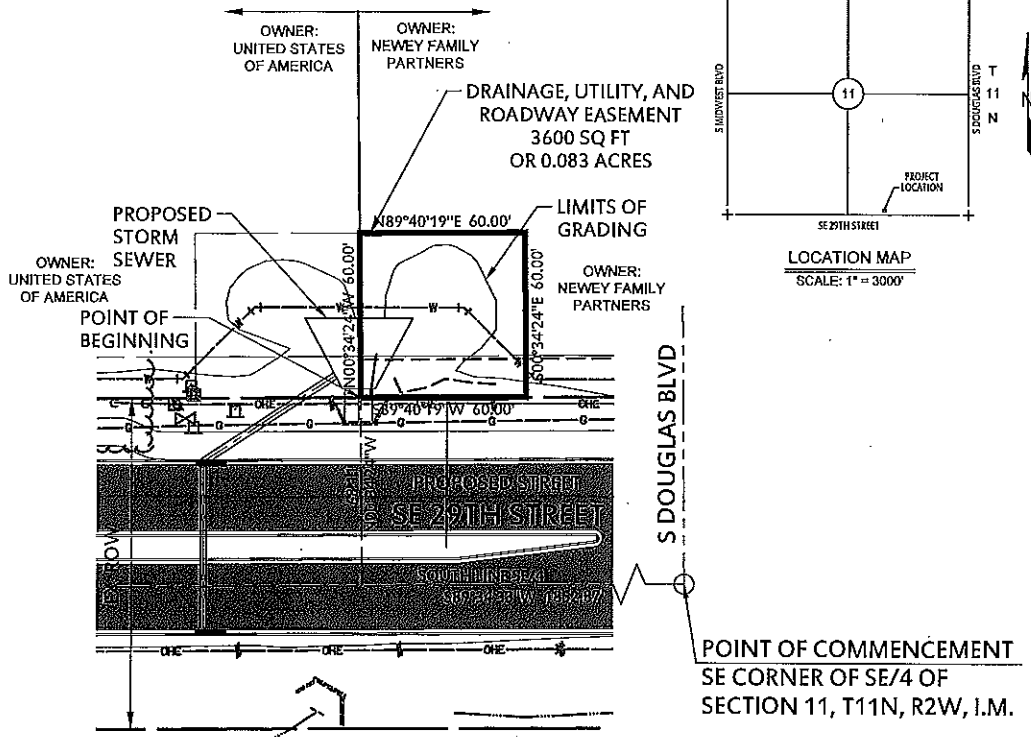
\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

RETURN TO: City Clerk 100 N. Midwest Blvd. Midwest City OK 73110



# EXHIBIT "A"



## LEGAL DESCRIPTION

A tract of land situate within the Southeast Quarter (SE/4) of Section Sixteen (11), Township Eleven North (T11N), Range Two West (R2W) of the Indian Meridian (I.M.), Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast corner of said SE/4; thence S89°34'33"W along the South line of said SE/4 a distance of 1853.13 feet; thence N00°34'24"W a distance of 68.11 feet to the POINT OF BEGINNING; thence N00°34'24"W a distance of 60.00 feet; thence N89°40'19"E a distance of 60.00 feet; thence S89°34'24"E a distance of 60.00 feet; thence S89°40'19"W a distance of 60.00 feet to the POINT OF BEGINNING;

Said tract contains 3,600 Square Feet or 0.083 Acres more or less.

SCALE: 1" = 50'

GRAPHIC SCALE IN FEET



BASIS OF BEARING = SOUTH LINE OF THE SE/4 OF SECTION 11, T11N, R2W, I.M. (S89°34'33"W)

|   |  |
|---|--|
| DRAINAGE, UTILITY, AND ROADWAY EASEMENT   |  |
| <p><b>Crafton Tull</b><br/> <small>architecture   engineering   surveying</small><br/>                 405.782.6270   405.787.6261<br/>                 www.craftontull.com</p> | 214 E. 16th<br>Oklahoma City, Oklahoma 73104<br>SHEET NO: 1 of 1<br>DATE: 10/6/16<br>PROJECT NO: 014603400 |

GRANT OF PERMANENT DRAINAGE AND UTILITY EASEMENT

KNOW ALL BY THESE PRESENTS:

That, Newey Family Partners, an Oklahoma General Partnership, of Oklahoma County, Oklahoma, for good and valuable consideration, receipt of which is hereby acknowledged, has this day granted, bargained, sold and conveyed unto the City of Midwest City, a municipal corporation, a perpetual drainage and utility easement for any and all municipal purposes across, over and under the following described lots, tracts or parcels of land, lying and being situated in Oklahoma County, State of Oklahoma, to-wit:

The WEST FIFTY (50') FEET of the property described as:

A parcel of land in the West Half (W/2) of the Southeast Quarter (SE/4) of Section ELEVEN (11), Township ELEVEN (11) North, Range TWO (2) West of the Indian Meridian, in Oklahoma County, Oklahoma, said parcel described as follows:

COMMENCING at the Southwest Corner of the Southeast Quarter (SE/4) of said Section; thence North 00° 07'00" West along said quarter section line a distance of 69.4 feet; thence South 89° 52' 17" East a distance of 772 feet to the point or place of beginning; thence South 89° 52' 17" East a distance of 320 feet; thence North 00° 07'00" West a distance of 200 feet; thence North 89° 52' 17" West a distance of 320 feet; thence South 00° 07'00" East a distance of 200 feet to the point or place beginning;

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, maintain, and/or build utility and drainage improvements, appurtenances, related facilities and other improvements, upon the above-described lots, parcels or tracts of land and includes the permanent right of ingress and egress for employees, tools and equipment of the City of Midwest City, its officers, agents, contractors and employees.

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

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

WITNESS the hands of the parties this 23 day of January, 2017

X Kenneth R. Newey  
Partner

X \_\_\_\_\_  
Partner

STATE OF OKLAHOMA OKLA )  
COUNTY OF OKLAHOMA OKLA )<sup>ss.</sup>

Before me, the undersigned, a Notary Public in and for said State on this 23rd day of January, 2017, personally appeared

Kenneth R. Newey GP, to me

known to be the identical person(s) who subscribed the name of the maker thereof to the forgoing

instrument as GP Manager of Newey Family Partners, an Oklahoma General Partnership, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such partnership, for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

2.11.20

My Commission Expires



[Signature]

Notary Public

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

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

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

ATTEST:

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

\_\_\_\_\_  
MAYOR

RETURN TO; City Clerk 100 N. Midwest Blvd. Midwest City OK 73110

NEWY Parcel job # 31525

GRANT OF TEMPORARY DRAINAGE, UTILITY AND ROADWAY EASEMENT

KNOW ALL BY THESE PRESENTS:

That, Newey Family Partners, an Oklahoma General Partnership, of Oklahoma County, Oklahoma, for good and valuable consideration, receipt of which is hereby acknowledged, has this day granted, bargained, sold and conveyed unto the City of Midwest City, a municipal corporation, a temporary drainage, utility and roadway easement and right-of-way across, over and under the following described real estate and premises situated in Oklahoma County, State of Oklahoma, to-wit:

SEE EXHIBIT A ATTACHED

This easement, effective upon the inception of construction, is granted for the sole purpose of enabling the City of Midwest City, its officers, agents, contractors and employees to go upon, layout, construct, change, build and at all times maintain the easement and improvement upon the above described tract of land and includes the temporary right of ingress and egress for employees, tools, and equipment, of the City of Midwest City, its officers, agents, contractors and employees. THE TEMPORARY EASEMENT SHALL BECOME NULL AND VOID UPON COMPLETION OF CONSTRUCTION AND ACCEPTANCE OF THE PROJECT.

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(s) herein by reason of the construction and maintenance of such improvements.

Said Grantor(s) hereby covenant and warrant that at the time of the delivery that the above-described real estate and premises are free of all liens and claims whatsoever, and that Grantor(s) will, so long as this easement is in full force and effect, defend the same unto the City of Midwest City against all and every person whomsoever claiming the same.

WITNESS the hands of the parties this 23 day of January, 2017.

✓ Kenneth R. Newey  
Partner

✓ \_\_\_\_\_  
Partner

STATE OF OKLAHOMA OK )  
COUNTY OF OKLAHOMA OK ) ss.

Before me, the undersigned, a Notary Public in and for said State on this 23<sup>rd</sup> day of January, 2017, personally appeared Kenneth R. Newey, GP, to me known to be the identical person(s) who subscribed the name of the maker thereof to the forgoing instrument as GP-Manager of Newey Family

Partners, an Oklahoma General Partnership, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such partnership, for the uses and purposes therein set forth.

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

7-11-20  
My Commission Expires



[Signature]  
Notary Public

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

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

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

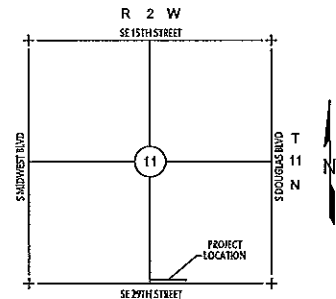
ATTEST:

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

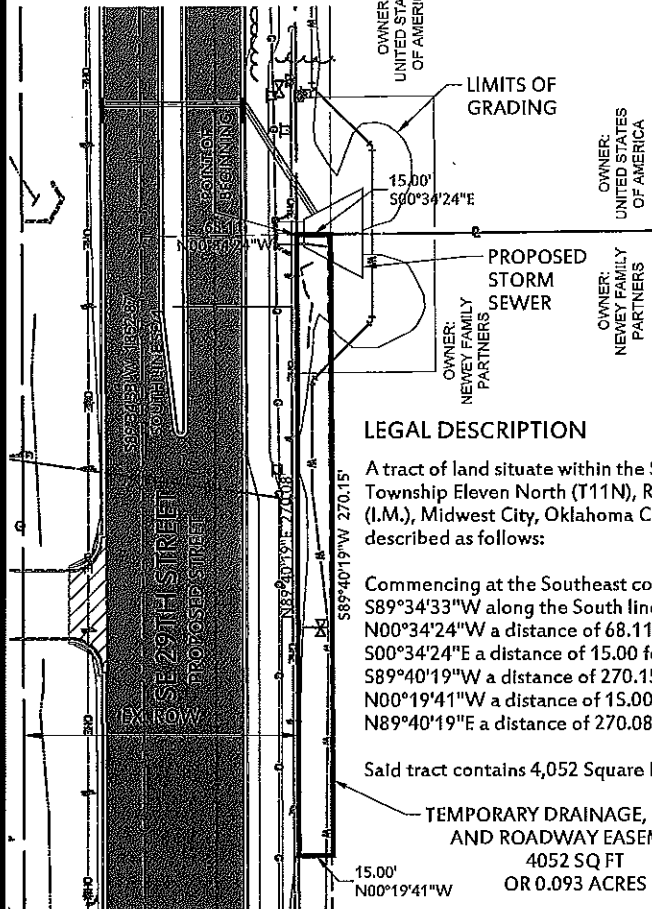
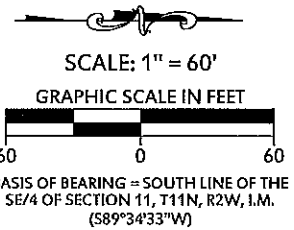
\_\_\_\_\_  
MAYOR

RETURN TO; City Clerk 100 N. Midwest Blvd. Midwest City OK 73110

# EXHIBIT "A"



LOCATION MAP  
SCALE: 1" = 3000'



## LEGAL DESCRIPTION

A tract of land situate within the Southeast Quarter (SE/4) of Section Sixteen (11), Township Eleven North (T11N), Range Two West (R2W) of the Indian Meridian (I.M.), Midwest City, Oklahoma County, Oklahoma, being more particularly described as follows:

Commencing at the Southeast corner of said SE/4; thence S89°34'33"W along the South line of said SE/4 a distance of 1853.13 feet; thence N00°34'24"W a distance of 68.11 feet to the POINT OF BEGINNING; thence S00°34'24"E a distance of 15.00 feet; thence S89°40'19"W a distance of 270.15 feet; thence N00°19'41"W a distance of 15.00 feet; thence N89°40'19"E a distance of 270.08 feet to the POINT OF BEGINNING;

Said tract contains 4,052 Square Feet or 0.093 Acres more or less.

TEMPORARY DRAINAGE, UTILITY,  
AND ROADWAY EASEMENT  
4052 SQ FT  
OR 0.093 ACRES

POINT OF COMMENCEMENT  
SE CORNER OF SE/4 OF  
SECTION 11, T11N, R2W, I.M.

|   |                       |
|---|-----------------------|
| TEMPORARY DRAINAGE, UTILITY, AND ROADWAY EASEMENT   |                       |
| 214 E. Main<br>Oklahoma City, Oklahoma 73104  |                       |
| <b>Crafton Tull</b><br>architecture   engineering   surveying<br>405.787.6271 405.787.6261<br>www.craftontull.com | SHEET NO.: 1 of 1     |
|   | DATE: 10/6/16         |
|   | PROJECT NO.: 14603400 |



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: March 14th, 2017

Subject: Discussion and consideration of entering into and approving a Use Agreement with Black Shale Minerals, LLC and Buffco Production, Inc. for the utilization of an existing bridge located over Soldier Creek for the non-motorized off road trail system located at Soldier Creek Industrial Park.

The accompanying proposal is for the utilization of an existing bridge located over Soldier Creek for the non-motorized off road trail system located at Soldier Creek Industrial Park.

Staff recommends entering into the agreement.

Patrick Menefee, P.E.  
City Engineer

Attachments

# Use Agreement between City of Midwest City and Black Shale Minerals, LLC and Buffco Production, Inc.

---

This Use Agreement ("**Agreement**") is between Black Shale Minerals, LLC, ("**Grantor**"), Buffco Production, Inc. ("**Operator**") and the City of Midwest City, Grantee, ("**City**").

**WHEREAS** J. Philip Boyle, Jr. is the lessee in a certain oil and gas lease dated September 10, 1981 and filed October 27, 1981 in Book 4819 on Page 126 of the records of the Oklahoma County Clerk, and

**WHEREAS** Grantor received his interest in the lease described above by "Assignment, Bill of Sale and Conveyance" dated February 14, 2017, effective February 1, 2017 and filed February 16, 2017 in Book 13361, Page 917 of the records of the of the records of the Oklahoma County Clerk, and

**WHEREAS** Operator is currently operating a well known as the Hendicks Trust No. 2 in the SE/4 NW/4 of Section 27, Township 12 North, Range 2 West, Oklahoma County, Oklahoma, API Number 35-109-20826, and

**WHEREAS** City owns the surface of the land described herein, and

**WHEREAS** Grantor is the owner of a producing oil well and occupies that portion of the surface, of the land described herein, necessary to operate the producing well and has made improvements, including a bridge ("**Bridge**"), to the surface of the land described herein, and

**WHEREAS** The City will build and operate a non-motorized off road trail system ("**Trail System**") on City Property in Section 27, Township 12 North, Range 2 West in the City of Midwest City, Oklahoma, and

**WHEREAS** Grantor, Operator and City desire that City make use of Bridge and incorporate the Bridge into Trail System, and

**WHEREAS** Grantor and Operator agrees to grant to City the use of the Bridge under the terms and conditions set forth below, and

**NOW, THEREFORE**, the parties agree as follows:

## Grant of Use.

Grantor and Operator acknowledge that City has a need to use the bridge for use and maintenance for a non-motorized off-road trail. Therefore:

The Grantor and Operator hereby agree to permit the City and users of the Trail System access across the Bridge.

The Grantor and Operator are responsible for all maintenance and upkeep of Bridge, including damage caused by acts of God, and Operator's use of the bridge.

The City will construct a gate to restrict motorized use by the general public and provide access to the Grantor and Operator.

The City will notify the Grantor and Operator of any damage to the Bridge and the Grantor and Operator will allow closure of the bridge if unsafe conditions are noted.

The Grantor and Operator will notify the City of any damage to the Bridge and the City will allow closure of the bridge if unsafe conditions are noted.

The Grantor and Operator are to notify the City in writing prior to making any changes or modifications to the Bridge.



To the extent permitted by the Oklahoma Governmental Tort Claims Act, Title 51 Oklahoma Statutes, Sections 151 et seq. and by Oklahoma Constitution Article 10, section 26 and as otherwise permitted by law, the City agrees to indemnify and hold harmless the Grantor and Operator from any and all claims of personal injury and/or property damage resulting from use upon the Bridge by the City and users of the Trail System.

Nothing contained herein is effective to waive any of the City's ownership interests in any portion of that property and the City hereby affirmatively asserts retains any and all property rights existing in the above described property. Any provision of this Agreement divesting any of City's ownership interests is declared invalid and unenforceable and shall be deemed to have been severed from this Agreement, and the remainder of this Agreement shall otherwise remain in full force and effect.

Nothing contained herein shall be effective to waive any of Grantor's and/or Operator's rights and obligations under that agreement of Oil and Gas lease dated September 10, 1981 and recorded October 17, 1981 in Book 4819 on Page 126 of the records of the Oklahoma County Clerk and any provision of this Agreement divesting Grantor and Operator of any leasehold interest interests is declared invalid and unenforceable and shall be deemed to have been severed from this Agreement, and the remainder of this Agreement shall otherwise remain in full force and effect.

Grantor and Operator shall be provided permanent access across only as much of City's land as may be necessary to service said bridge as provided herein subject to restoration of city property damaged by such access.

City acknowledges and agrees that such use and occupancy shall not restrict or interfere with Grantor's and Operator's operation, maintenance, well improvements, and repair of Bridge.

Grantor, Operator and City agree that the use and occupancy will not modify, damage, imperil, or in any manner adversely affect the Bridge or any part thereof or the operation, maintenance or repair of the Bridge.

Grantor, Operator and its contractors and consultants shall perform all maintenance in a timely, good, safe, and workmanlike manner.

This agreement may only be terminated by written agreement of the parties or their assigns.

The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder, or lessee, or assign, of the within described premises, so long as the Bridge contemplated by this agreement is in existence.

Grantor and Operator agree to leave the Bridge in place if it is no longer required for operation of oil well production activities.

Grantor and Operator shall keep the Bridge and City property free of any and all mechanics', material suppliers', and other liens arising out of any work, labor done, services performed, or materials furnished for Grantor or its contractors or claimed to have been furnished for Grantor or its contractors.

**Reservation of Rights.** It is agreed that all parties hereto have the right to inspect the bridge for uses inconsistent with any rights granted herein.

**Condition of the Premises; Environmental.** Grantor, Operator and City represent that it has inspected the Bridge and enters into this Agreement with knowledge of its condition.

If Grantor and/or Operator fails to perform its obligations under this Section, City shall have the right, but not the obligation, to perform Grantor's and/or Operator's obligations and charge Grantor and/or

Operator for the costs and expenses reasonably incurred by City in doing so. Grantor and/or Operator shall reimburse City for all such costs and expenses within ten (10) days after receipt of an invoice therefor accompanied by supporting data in a form to reasonably evidence the costs in question.

**Indemnification and Release.** To the extent permitted by the Oklahoma Governmental Tort Claims Act, Title 51 Oklahoma Statutes, Sections 151 et seq. and by Oklahoma Constitution Article 10, Section 26 and as otherwise permitted by law, City agrees to indemnify, defend, and hold harmless Grantor and Operator and its officers, employees, agents, and others acting on their behalf from and against any and all loss, damage, liability, cost and expense (specifically including attorneys' fees and other costs and expenses of defense) resulting from City's or its contractors or consultants use of the Bridge; or any breach by City of this Agreement. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the Oklahoma Governmental Tort Claims Act, Title 51 Oklahoma Statutes, Sections 151 et seq., all such limitations, exemptions, and defenses shall be available to and may be asserted by the City.

Grantor and/or Operator agrees to indemnify, defend, and hold harmless City and its officers, employees, agents, and/or others acting on their behalf from and against any and all loss, damage, liability, cost and expense (specifically including attorneys' fees and other costs and expenses of defense) resulting from any use of the bridge or trail by Grantor and/or Operator, their agents, contractors, or employees or any breach of this agreement by Grantor and/or Operator, their agents, contractors, or employees of this Agreement.

**Notices.** A notice, communication, or demand by either party to the other shall be sufficiently given or delivered upon receipt if personally delivered or three (3) days after sent by U.S. registered mail or certified mail, postage prepaid, return receipt requested; and in the case of City, is addressed or personally delivered to:

**Public Works Director  
8730 SE 15<sup>th</sup>  
Midwest City OK 73110.  
405-739-1060**

In the case of Grantor, is addressed or personally delivered to:

**Black Shale Minerals, LLC  
Jason Moore, Operations Manager  
P.O. Box 2243  
Longview, Texas 75606  
903-988-8199**

In the case of Operator, is address or personally delivered to:

**Buffco Production, Inc.  
Jason Moore, Chief Operating Officer  
P.O. Box 2243  
Longview, Texas 75606  
903-988-8199**

or at such other address with respect to either such party as that party may, from time to time, designated in writing and forward to the other as provided in this Section.

**Counterparts.** This Agreement is executed in any number of counterparts, each of which shall constitute one and the same instrument.

**Severability.** If any provision of this Agreement is declared invalid, illegal or otherwise unenforceable, that provision shall be deemed to have been severed from this Agreement and the remainder of this Agreement shall otherwise remain in full force and effect.

**Complete Agreement.** This Agreement (including all exhibits) constitutes the complete agreement between the parties with respect to the matters addressed herein. This Agreement shall be amended only in a writing duly executed by the parties to this Agreement.

**Assignment.** City may not transfer or assign its rights under this Agreement without Grantor's and Operator's prior written consent.

**Authority.** Each of the undersigned parties represents and warrants that it has full authority to enter into this Agreement, and each individual signing this Agreement on behalf of a corporation or other entity hereby represents and warrants that he or she has full authority to sign on behalf of and to bind that party thereby. **APPROVED and EXECUTED** by City of Midwest City this \_\_\_\_ day of \_\_\_\_ 2017.

ATTEST:CITY OF MIDWEST CITY

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

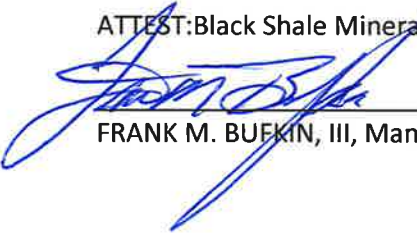
\_\_\_\_\_  
MAYOR

**APPROVED AS TO FORM AND LEGALITY** this by City of Midwest City this \_\_\_\_ day of \_\_\_\_ 2017

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


**APPROVED** by Black Shale Minerals, LLC this 2<sup>nd</sup> day of March 2017

ATTEST:Black Shale Minerals, LLC

  
\_\_\_\_\_  
FRANK M. BUEKIN, III, Manager

APPROVED by Buffco Production, Inc. this 2<sup>nd</sup> day of March 2017

ATTEST: Buffco Production, Inc.

  
FRANK M. BUFKIN, III, President

**ACKNOWLEDGMENT**

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

} SS:

Before me, the undersigned, a Notary Public in and for said County and State on this \_\_\_\_\_ day of \_\_\_\_\_, 2017 personally appeared \_\_\_\_\_ of \_\_\_\_\_ as its \_\_\_\_\_ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed and as the free and voluntary act and deed of such \_\_\_\_\_, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
(SEAL)

**ACKNOWLEDGMENT**

STATE OF TEXAS

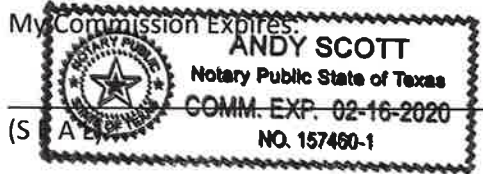
COUNTY OF GREGG

} SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 2<sup>nd</sup> day of March, 2017 personally appeared Frank M. Bufkin, III, as its Manager, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as the free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.

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

NOTARY PUBLIC



**ACKNOWLEDGMENT**

STATE OF TEXAS

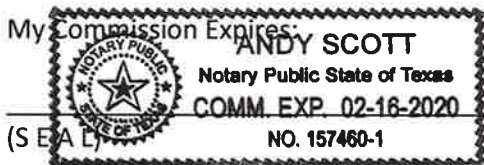
COUNTY OF GREGG

} SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 2<sup>nd</sup> day of March, 2017 personally appeared Frank M. Bufkin, III, as its President, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

NOTARY PUBLIC





**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: March 14, 2017

SUBJECT: Discussion and consideration of renewing the Memorandum of Understanding in an amount not to exceed \$25,000 with the Oklahoma Department of Mental Health and Substance Abuse Services which establishes the terms and conditions under which the City participates in this program to identify eligible municipal offenders in Midwest City who are in need of behavioral health treatment services and fund supplies necessary to operate the screening program such as a computer or drug testing supplies in the amount of \$1,000.

The Midwest City Police Department operates the largest municipal jail in Oklahoma, processing an average of 3,000 to 4,000 prisoners per year. It is a proven fact that a large percentage of these individuals suffer from mental health or substance abuse issues but are unable or unwilling to get necessary treatment. The City of Midwest City continues to work with the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS) through an innovative project that identifies eligible municipal offenders who are in need of behavioral health treatment services. In addition, the offenders who are approved for the program are linked to appropriate services and monitored for treatment compliance and substance abstinence. Statistics at this point shows the program is having positive results.

Successful completion of the program, known as the Diversion Project, could result in incentives to the participants that could potentially include misdemeanor charge reductions and dismissals. Also, it provides a foundation for the participant to become a productive citizen in society and reduce recidivism, not only in our facility but others throughout the state. This obviously lowers jail operating costs and population numbers.

As part of the MOU, the City of Midwest City agrees to provide financial support in the amount of \$26,000.00 and office space for a full time ODMHSAS certified, contracted treatment provider to coordinate the Diversion Project. ODMHSAS will match the financial responsibility of the Diversion Project; and provide training and analytical data for evaluation purposes.

The monies are budgeted for this project in the Jail Contractual funds (036-6230-421.30-40). This continues to be the first of its kind at a municipal level and possibly a national model to be used throughout the United States.

Staff recommends approval.

Brandon Clabes  
Chief of Police

Attachment: Proposed MOU

## MEMORANDUM OF UNDERSTANDING

### Between the City Council of Midwest City, Oklahoma and the Oklahoma Department of Mental Health and Substance Abuse Services

This Memorandum of Understanding (MOU) is entered into by and between the City Council of Midwest City, Oklahoma (MWC) and the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS), cumulatively the "Parties".

WHEREAS, The City Council of Midwest City, along with the Midwest City Police Department and the Midwest City Attorney, have identified a need for certain municipal offenders to receive behavioral health treatment in order to reduce recidivism in the city jail, and

WHEREAS, ODMHSAS is willing to provide support to develop a pilot municipal jail diversion program for offenders who are in need of behavioral health treatment services and are approved for the program by the City Prosecutor, and

WHEREAS, the Parties agree to jointly fund a full-time project coordinator, and to separately provide other necessary funds as provided below,

NOW THEREFORE, the Parties agree as follows:

1. **PURPOSE:** The purpose of the pilot project is to identify eligible municipal offenders in Midwest City, Oklahoma who are in need of behavioral health treatment services. Offenders approved for the program will be linked to appropriate services and monitored for treatment compliance and substance abstinence. Further, MWC will recommend to the City Prosecutor and Judge of the Municipal Court that certain incentives be provided to participants for compliance with treatment services and/or substance abstinence, those incentives to potentially include misdemeanor charge reductions and dismissals. This project shall hereinafter be referred to as the "Diversion Project".
2. **PERIOD OF AGREEMENT:** The effective date of this MOU is July 1, 2017. This agreement shall remain in effect until either of the Parties provides written notice of cancellation with at least a 45 day notice, or June 30, 2018, whichever occurs first. The agreement is renewable for a further 1 year term, subject to the continuing sufficiency of legislative and municipal appropriations.
3. **MIDWEST CITY RESPONSIBILITIES:** The Midwest City Council hereby agrees to provide the following:
  - a. **FINANCIAL:** The Midwest City Council will provide the following financial support for the diversion project:
    - Fund half of the aforementioned full-time staff position. This person will be employed by an ODMHSAS certified, contracted treatment provider to coordinate the Diversion Project. MWC will provide to ODMHSAS, on a 12-month pro-rata basis, funds not to exceed the amount of Twenty-five Thousand Dollars (\$25,000.00) annually, to be coupled with ODMHSAS funds in a

matching amount and paid by ODMHSAS to the contracted provider to fund the "Diversion Project Coordinator" position.

- Fund supplies necessary to operate the screening program, such as a computer or drug testing supplies, as identified by the MWC Police Department and ODMHSAS in the amount of One Thousand Dollars (\$1,000.00) annually, through MWC-determined purchasing procedures.
- b. **TRAINING:** The MWC Police Department will encourage all relevant staff, to include police officers jail staff and any other necessary parties to attend trainings provided by ODMHSAS, as referenced in 4.d.
- c. **SCREENING:** The MWC Police Department will administer, as part of jail booking, validated behavioral health screens agreed upon for use by both Parties.
- d. **DATA SHARING:** The MWC Police Department will provide the ODMHSAS with jail booking data for the prior three (3) years and monthly thereafter throughout the MOU period. The Parties agree that the MWC Police Department will share personally identifiable data which may include, but is not limited to offender names, social security numbers, dates of birth, arrest data, criminal charge information. The information may be shared in any appropriate and secure format or medium. Offenders will sign an appropriate release during the screening process for such data sharing.

4. **ODMHSAS RESPONSIBILITIES:** The ODMHSAS hereby agrees to provide the following:

- a. **FINANCIAL:** The ODMHSAS will provide financial support for the Diversion Project by the following means:
- Fund the remaining half of the aforementioned full-time staff position. This person will be employed by the ODMHSAS certified, contracted treatment provider to coordinate the Diversion Project. MWC will provide to ODMHSAS, on a 12-month pro-rata basis, funds not to exceed in Twenty-five Thousand Dollars (\$25,000.00) annually, to be coupled with ODMHSAS funds in a matching amount and paid by ODMHSAS to the contracted provider to fund the Diversion Project Coordinator position.
  - Fund treatment services, billed to the Department through established processes and fee for services rates, by the ODMHSAS certified, contracted treatment provider in an amount not to exceed Thirty Thousand Dollars (\$30,000.00) annually.
- b. **TRAINING:** The ODMHSAS will provide at least two (2) trainings per calendar year to the MWC Police Department and other necessary individuals to include diversion project purpose, goals, target population, screening instruments, and data collection.
- c. **CONTRACTING:** The ODMHSAS will negotiate the contract with an ODMHSAS certified treatment provider for the purposes of hiring the aforementioned "Diversion Project Coordinator" and for provision of treatment as described above.



d. **TECHNICAL ASSISTANCE AND MONITORING:** The ODMHSAS shall provide technical assistance to the MWC Police Department and to MWC, as well as to any ODMHSAS certified, contracted treatment providers working with the Diversion Project on an as needed basis. Further, the ODMHSAS shall monitor any ODMHSAS certified, contracted treatment provider working with this Diversion Project for compliance with contract requirements.

IT IS SO AGREED this \_\_\_\_\_ day of \_\_\_\_\_ 2017.



\_\_\_\_\_  
Chief Brandon Clabes, for  
Midwest City Police Department



\_\_\_\_\_  
ODMHSAS Commissioner

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

\_\_\_\_\_  
For the City Council of Midwest City, Oklahoma  
Matthew D. Dukes II,  
Mayor



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

## Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: March 14, 2017

Subject: Discussion and consideration of approving and entering into an agreement allowing the Midwest City YMCA to offer swim lessons at the Reno Swim and Slide for the 2017 swim season in exchange for a commission fee paid to the City of Midwest City in the amount of \$5.00 per participant per class.

This contract with Midwest City YMCA provides for full service swim lesson instruction at Reno Swim and Slide during the summer season of 2017. This will be the fifth year Midwest City YMCA has provided swim lessons for Midwest City patrons at Reno Swim and Slide. Participants last year gave city staff positive feedback about the instruction provided by the YMCA staff.

In addition, city staff has developed a very positive working relationship with Midwest City YMCA and recommends approval of this agreement.

A handwritten signature in black ink that reads "Vaughn K. Sullivan". The signature is written in a cursive, flowing style.

Vaughn K. Sullivan  
Public Works Director

Attachment: Agreement with attachments

Contract

**CONTRACT BETWEEN THE CITY OF MIDWEST CITY COUNCIL, AND THE YMCA OF GREATER OKLAHOMA CITY THROUGH ITS MIDWEST CITY BRANCH (YMCA) TO CONDUCT SWIM LESSONS AT RENO SWIM AND SLIDE MUNICIPAL SWIMMING POOL FOR THE 2017 SEASON.**

1. The YMCA will hire certified lifeguards and swim instructors to properly manage the Reno Swim and Slide swim lessons for the summer of 2017. All lifeguards and swim instructors will be YMCA certified or equivalent.
2. Inclusive dates shall be from June 5th, 2017 through August 4th, 2017 for swim lessons. Pool will be operational prior to this date to ensure adequate training times.
3. The YMCA will be granted exclusive morning use of the pool from 8:45am - 11:00am for swim lessons Monday through Friday. The pool opens at 11:00 am for the general public at which time the City Council will assume responsibility for the pool. The YMCA may offer evening swim lessons Monday through Thursday (make up on Fridays).
4. The City Council will be responsible for:
  - a. Pool supplies, chemicals, and pool equipment needed to operate the pool during the summer for public use.
  - b. Pool repairs.
  - c. Ensuring all bathrooms are up to Oklahoma Department of Health Regulations Chapter 315 "Public Bathing Place Facility Standards" and Chapter 320 "Public Bathing Place Regulations."
5. The YMCA will be responsible for:
  - a. Testing of chemicals prior to start of lessons to ensure they are within Oklahoma Bather Guidelines.
  - b. Advising the City Council in a timely manner if at any time the pool water does not meet Health Department standards or weather conditions require that the pool be (or is being) cleared.
  - c. Purchasing the necessary equipment for lifeguards and swim instructors.
6. The YMCA has insurance coverage under its policy for liability coverage, in the event such protection becomes necessary during the YMCA's operation of the pool during the 2017 season.
7. All revenues generated for swim lessons, private lessons, and other revenue producing programs will be credited to the YMCA to cover operational expenses including but not limited to staff wages, staff training, and supplies.
  - a. Registration for swim lessons and payments will take place at the Midwest City YMCA, located at 2817 N. Woodcrest Dr., Midwest City, OK 73110.
8. YMCA will pay the City Council a fee of \$5.00 per person/per session who is enrolled in swim lessons at the Reno Swim and Slide during the 2017 season as payment for rental of the pool. This onetime payment will be paid no later than August 31, 2017. Should it be necessary for either the YMCA or the Municipal Authority to terminate this agreement, a minimum of two weeks' notice shall be given in writing by either party.
9. The City Council will provide a secure place to store swim lesson and lifeguard equipment. This equipment shall only be used by YMCA staff.
10. Final contract approval between the City Council and the YMCA shall be subject to approval by the City Council and the YMCA of Greater Oklahoma City.

In witness thereof, the parties hereto have caused this agreement to be executed this \_\_\_\_\_ day of March 2017.

CITY OF MIDWEST CITY COUNCIL

\_\_\_\_\_  
Matthew Dukes II, Mayor

ATTESTED:

\_\_\_\_\_  
Sara Hancock, City Clerk

YMCA OF GREATER OKLAHOMA CITY

Amanda Storck

Amanda Storck, Vice President of Finance and Human Resources

Tammy Simkins

NOTARY

My commission expires: 6-14-18





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

## Memorandum

To: Honorable Mayor and City Council

From: Vaughn K. Sullivan, Community Services Director

Date: March 14, 2017

Subject: Discussion and consideration of approving and entering into a Star Spangled Salute Air Show Sponsorship Agreement with Tinker Federal Credit Union in the amount of \$25,000.

STAAR Solutions fulfilled their commitment to the City of Midwest City and sold a \$25,000 sponsorship to Tinker Federal Credit Union in order for the City of Midwest City to host the Aviators Reception on May 19, 2017. Per the City Council approved contract with STAAR Solutions, STAAR will earn 20% equivalent to \$5,000, will be paid a stipend of \$3,000 for sponsorship campaign creation, oversight management and costs associated with sponsor deliverables and MindsEye Advertising will be paid \$2,500 for their creative designs on all marketing collateral. The remaining \$14,500 will be spent on costs related to the Aviators Reception and should any funds remain, the overall Air Show. The Star Spangled Salute Air Show and Aviators Reception are funded from 123-0610-452-30-91.

Staff recommends approval.

Vaughn K. Sullivan  
Public Works Director

Attachment: Agreement with attachments



**Star Spangled Salute Air Show  
Tinker AFB, May 20-21, 2017**

City of Midwest City Parks & Recreation Department

**COMPANY NAME: Tinker Federal Credit Union**

**SPONSORSHIP LEVEL: Aviators Reception Presenting Sponsor and  
F-22 Raptor level community partner**

**DATES OF AGREEMENT: January 20, 2017 to May 30, 2017**

**METHOD OF PAYMENT:  CHECK  IN-KIND AMOUNT \$25,000.00**

**TYPE OF CASH OR IN-KIND SERVICES RENDERED: See Below**

\*For complete details on levels of participation, please see your sponsorship information sheet.

**TERMS AND CONDITIONS**

For good and valuable consideration identified below, the sufficiency of which is acknowledged by the parties hereto, City of Midwest City, an official NFO (Non Federal Organization) and community partner to Tinker Air Force Base and Tinker Federal Credit Union (advertiser) agrees as follows:

City of Midwest City agrees to organize, promote and advertise the following company in the manner listed within Attachment A and provide the listed benefits in Attachment A in exchange for cash sponsorship in the amount of \$25,000 cash to be paid in one (1) payment within 30 business days upon execution of this contract."

Tinker Federal Credit Union agrees to provide the entire sponsorship commitment of agreed upon products, services, delivery through City of Midwest City to Tinker AFB in support of the Star Spangled Salute Air Show and in exchange for the benefits listed within Attachment A.

**Balance of full payment due by February 24, 2017: \$25,000.00**

**PAYMENT INFORMATION:  
CHECK (payable to City of Midwest  
City)**

**MAIL TO: Melanie Voice  
Midwest City Parks and Recreation  
200 N. Midwest Blvd  
Midwest, City, Oklahoma 73110  
405.739.1297**

**CONTRACT ACCEPTANCE**

The undersigned hereby represents and warrants that he/she is duly authorized to execute this binding contract on behalf of the Sponsor/Company named above.



## Star Spangled Salute Air Show Tinker AFB, May 20-21, 2017

City of Midwest City Parks & Recreation Department

### FORCE MAJEURE

Neither party shall be deemed in default of its obligations hereunder if performance thereof is delayed or becomes impossible or impractical by reason of any cause beyond such party's reasonable control including without limitation, war, fire, earthquake, strike, accident, act of terrorism, act of God, civil unrest, epidemic, or act of any governmental authority (collectively "Force Majeure"). If a Force Majeure event occurs, City of Midwest City and Tinker Air Force Base will have the right, but not the obligation, to cancel the event and/or the event sponsorship in its entirety. This agreement is entered into in the State of Oklahoma and shall be construed in accordance with the laws of this state applicable to agreements entered into, and wholly to be performed therein. All disputes hereunder, wherever derived, shall be resolved by a court of competent jurisdiction in Oklahoma County in the State of Oklahoma. This is the only agreement between the parties concerning the subject matter hereof and cannot be modified or waived except by a writing signed by both of the parties.

### PRODUCED BY CITY OF MIDWEST CITY

The Sponsor hereby submits the application for ancillary marketing and promotional services to City of Midwest City (hereby referred to as the Organizer) and hereby acknowledges and agrees to the terms and conditions set forth herein, and the Rules and Regulations for Sponsorship and other relevant in-kind services as the same may exist today or as they may be hereafter amended or updated, and to such other rules and regulations as may from time to time be established by the Organizer, all of which are incorporated herein by this reference. All marketing /sponsor opportunities are sold and assigned on a first-come, first-served basis. The Sponsor further agrees that, upon acceptance of this application by the Organizer, this application shall become a legally binding contract, enforceable in accordance with its terms. Confirmation will be returned.

The terms of this contract are intended by the Parties listed below as a final expression of their agreement with respect to terms, and also as a complete and exclusive statement of terms. Any modifications to this agreement must be in writing and signed by both parties.

Name: Kacie Mach  
Business Development Rep  
Tinker Federal Credit Union  
P.O. Box 45750  
Tinker, AFB 73145-0750  
[machk@tinkerfcu.org](mailto:machk@tinkerfcu.org)  
405-319-2184

Melanie Voice  
Special Events & Marketing Manager  
City of Midwest City  
Parks and Recreation Department  
200 N. Midwest Blvd.  
Midwest City, Oklahoma 73110  
[mvoice@midwestcityok.org](mailto:mvoice@midwestcityok.org)  
405-739-1297

By: \_\_\_\_\_  
Sponsorship Authorized Agent

By: \_\_\_\_\_  
City of Midwest City Authorized Agent

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

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

Cc: Chris Moler, Sponsorship Director



**Star Spangled Salute Air Show  
Tinker AFB, May 20-21, 2017**

City of Midwest City Parks & Recreation Department

**Attachment A  
Star Spangled Salute Air Show  
F-22 Raptor and Aviators Reception  
Sponsorship Package**

Tinker Federal Credit Union will be recognized as a 2017 Star Spangled Salute Week partner (hereinafter Salute Partner) held in from May 20-21, 2017. Tinker Federal Credit Union will receive the following benefits per the attached agreement in exchange for the sponsorship commitment.

**F-22 Raptor Community Supporter  
Investment: \$25,000.00 plus additional support**

**EXCLUSIVE BENEFITS**

- Exclusive Presenting Partner for the Aviators' Reception on Friday, May 19 at the Sheraton Midwest City Hotel at the Reed Conference Center
  - Premiere recognition on the stage including audiovisual screens. Any TFCU branded items for the stage will be provided by TFCU
  - Primary logo placement on the Aviators Reception invitation
  - Primary logo placement on the cover of the complimentary Aviators Reception souvenir program
  - Primary logo placement in the sponsor recognition area inside the souvenir program
  - Reserved center stage table of 8 at the Aviators' Reception
  - Twelve Aviators Reception tickets (one person per ticket)
  - Podium Welcome and Introduction of Base Command
  - Participation on the emcee team
  - TFCU hospitality team has the opportunity to greet all guests as they enter the Reed Center and the reception
  - TFCU has the ability to provide a branded gift to participants if they desire
  - Air Show banners with the TFCU logo prominently displayed at reception
- Partner recognition for up to two off-base pre-events to be mutually agreed upon
- B2B B2C promotional strategy to be jointly created and mutually agreed upon
  - TFCU may provide a branded tent used as an entrance of the VIP Village
  - TFCU may provide additional branded pop up tents for shade, work tents and subsequent branding if needed by Force Support Squadron
- Corporate employee volunteer opportunities exist at the air show VIP Village



## Star Spangled Salute Air Show Tinker AFB, May 20-21, 2017

City of Midwest City Parks & Recreation Department

### VIP VILLAGE TICKETS & PASSES

- Custom hospitality chalet with tables, chairs and viewing space to accommodate up to 50 guests on Saturday and 50 guests on Sunday (100 Total)
- Nightly chalet cleaning
- Mutually agreed upon available on-base parking passes per day
- On base limited golf cart transportation from VIP/DV parking to VIP Village
- Catered lunch for each VIP guest – one per person
- Complimentary soft beverages, bottled water and beer in the VIP Village
- **Additional chalet tickets can be purchased for \$60 each**

### ADVERTISEMENT

- Branding rights on all promotional materials for any off-base community pre-events
- Call out recognition in all off base NFO collateral materials including air show posters, flyers, partner support banners, signage, etc. TFCU along with select F-22 Raptor partners will be listed in a distinct area apart from regular community partners in most cases.
- Embedded logo in key area on all NFO published print mediums

### SIGNAGE

- Company logo in third position on all signage provided by NFO partners
- Opportunity to provide three banners of varying sizes to be placed both internally and externally to the base. Locations inside the base are limited to the VIP area only due to AFI rules regarding open house events.
- TFCU recognized on chalet tent signage along with other sponsors in same tent
- Signage in public spaces is available through Partnership to Force Support
- **Banners are at the expense of TFCU**

### ON-SITE VENDOR TABLE

- Onsite vendor booth space is coordinated through TAFB Force Support. Direct sales are limited.

### EMAIL NEWSLETTER

- Third logo position on Air Show Newsletter E-Blast provided by NFO Partner
- NFO Partner created Air Show PDF for Community Supporter Email Blast

### SOCIAL MEDIA

- TFCU will be recognized on various social media platforms including Facebook, Twitter and Instagram
- Social media pre-promotions will be provided for sponsors to engage in
- Social media announcements will be used to inform guests on issues such as parking, air show times, what to bring and what not to bring, etc. Cross promotion exists when sponsors help push the message out





## **Star Spangled Salute Air Show Tinker AFB, May 20-21, 2017**

City of Midwest City Parks & Recreation Department

### **WEBSITE**

- Rotating Logo placement on NFO Partner Home Page on aerospaceokc.com, staarsolutions.com and potentially other NFO partner websites
- Third position logo on Community Supporter page of non-military sites
- Link and pass through rights on aerospaceokc.com, staarsolutions.com and potentially other NFO partner websites to Community Supporter's site
- NFO Websites include starspangledsalute.com, aerospaceokc.com, midwestcityok.org, and staarsolutions.com

### **LOGO RECOGNITION**

- Logo embedded in key location on large event poster provided by NFO partner group
- Logo prominent on mini flyers provided by NFO partner group
- Logo on NFO air show miscellaneous collaterals including VIP chalet program booklet and back of VIP pass
- TFCU may have use of Star Spangled Salute partner logo for cross promotion purposes

### **STAR SPANGLED SALUTE OFFICIAL AIR SHOW PROGRAM GUIDE**

- Third position logo on community support recognition page

### **TFCU ADVERTISING SUPPORT**

- TFCU is encouraged to promote the air show on their social media and website platforms stating TFCU is a "proud community supporter" of the Star Spangled Salute Air Show
- TFCU is encouraged to include an on line promotion of ATM cards for guests attending the air show
- TFCU is encouraged to cross promote their affiliation with the air show at other events that TFCU supports

### **AIR SHOW BRANDED ITEMS**

Opportunity to create Star Spangled Salute Air Show branded items such as fans, ear plugs, sun screen, aviation posters, etc. to give away at their vendor booth in the exhibition vendor area. This must be approved by TAFB in advance of creation, printing and distribution.



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

### **Memorandum**

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: March 14, 2017

Subject: Discussion and consideration of approving and entering into an agreement with Oklahoma County Senior Nutrition Program (OCSNP), sponsored by Sodexo, for the purpose of providing weekday lunch meals at the Midwest City Senior Center.

OCSNP has been providing our seniors at the Midwest City Senior Center a hot lunch every weekday for many years. The program is partially funded by an Oklahoma City Community Foundation grant. Consequently, OCSNP only requires our seniors to pay a minimal fee for each meal, and the City of Midwest City pays nothing to support the program. Our only requirements are to provide the Senior Center facility, refrigeration and storage areas in support of the distribution of the meals.

This agreement has not been updated in several years. OCSNP has provided some minor charges to the agreement. For example; this new agreement has provisions for annual renewal, updated addresses and contact information.

The City Attorney has reviewed the agreement and staff recommends approval.

Vaughn K. Sullivan  
Public Works Director

Attachment: Agreement with attachments

## LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), made this 1st day of July, 2017, by and between SODEXO OPERATIONS, LLC, with a local office at 5016 N.W. 10<sup>th</sup> Street, Oklahoma City, OK 73127, hereinafter referred to as "OCSNP", and the Midwest City, 100 North Midwest Blvd, Midwest City, OK 73110, hereinafter referred to as the "Midwest City".

WITNESSETH, in consideration of the mutual covenants and agreements hereto, the parties agree on the terms and conditions hereinafter set forth.

Midwest City agrees to provide a facility located at 8251 East Reno, Midwest City, Oklahoma for the use of Sodexo in connection with the Oklahoma County Senior Nutrition Program. The payments referred to below in Paragraph 1 (B) include space, utilities, and grounds maintenance, building insurance, and repairs that relate to the building and equipment owned or provided by the Center.

1. Midwest City and OCSNP agree as follows:

- (A) OCSNP shall pay no monthly rent. Midwest City shall provide office space and space for supplies.
- (B) OCSNP shall operate this program from 9:00 am until 1:00 pm, 250 days per calendar year.
- (C) Midwest City will provide for the use of OCSNP storage needed for daily program supplies and paper products and a secure office area. OCSNP will be allowed the use of the kitchen and equipment.
- (D) Midwest City shall provide parking at no cost to OCSNP or to the participants
- (E) Midwest City shall make any and all replacements and repairs to the property, building, parking lot and equipment owned or provided by Midwest City, except replacement or repairs caused by OCSNP's negligence or will misconduct.
- (F) Equipment owned by OCSNP will be totally OCSNP responsibility. Title to equipment provided or purchased by OCSNP that may be removed without damage to the facility shall remain with OCSNP and may be removed at anytime, including at termination or expiration of this lease.

- (G) OCSNP shall carry Workmen's Compensation Insurance covering all of its employees who may be employed by it for any purpose connected with the operation. OCSNP shall carry General Liability Insurance amount of \$3,000,000 aggregate and \$3,000,000 per occurrence in connection with products and services provided by OCSNP hereunder.
2. Except as may be otherwise provided for in this Agreement, each party shall indemnify and save the other party from any and all charges, suits and demands of any kind whatsoever, by any individual that may arise or attach as a cause of action or alleged cause of action from such indemnifying party's negligent acts or omissions to the extent allowed by law and ordinances.
  3. Upon receiving notice or knowledge of any claim, event or loss for which indemnity is sought under the above paragraph, the indemnified party shall tender the matter to the defending party and cooperate with its defense as the defending party may reasonably request.
  4. OCSNP shall comply with all federal, state and local laws and regulations governing the preparing and handling of food; shall procure and keep in effect all necessary licenses, permits and inspections as are required by law for employees; and shall post such licenses, permits and cards in a prominent place within the meal preparation areas, as required. OCSNP shall supply all necessary permits, licenses, and inspections regarding the kitchen. OCSNP shall comply with all applicable federal, state and local laws and regulations pertaining to wages and hours of employment.
  5. Midwest City shall make any changes to property, building or equipment required to comply with any federal, state and local laws, including (without limitation) the Americans with Disabilities Act. Midwest City shall be responsible for any real estate and personal property taxes and any rental, sales or use taxes.
  6. This Agreement shall inure to the benefit of the respective successors and assigns of both parties in this Agreement. This Agreement may not be assigned by either party without the express written consent of the other party, except Sodexo may, without prior approval and without being released from any of its responsibilities hereunder, assign the agreement to any affiliate or wholly-owned subsidiary of Sodexo.
  7. All notices to OCSNP shall be addressed to OCSNP at 5016 N.W. 10<sup>th</sup> Street, Oklahoma City, OK 73127 with a copy to Sodexo Operations, LLC, and Attention: Law Department, 9801 Washingtonian Blvd., Gaithersburg, Maryland 20878. All notices to Midwest City shall be addressed to Midwest

City Parks & Recreation, 100 Midwest Blvd, Midwest City, Oklahoma 73110  
All such notices shall be sent to each other party by certified mail, return receipt requested or by express delivery.

7. It is expressly understood and agreed by and between the parties hereto that this Agreement and any amendments hereto, set forth all the presentations, promises, agreements, conditions and understanding, either oral or written, between them. Further, neither party has relied on any representation, promise, agreement, condition, or understanding which is not expressly set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced to writing and signed by them and by direct reference therein made a part hereof.
8. There shall be no liability on either party for failure to perform this Agreement when performance is prevented by force majeure, which is defined as any requirement or request of any governmental authority or person purporting to act therefor, war, public disorders, acts of enemies, sabotage, strikes, lockouts, picketing, labor or employment difficulties, fires, acts of God, accidents or breakdowns whether or not preventable or any similar or dissimilar cause beyond the control of either party.
9. The term of this Agreement shall commence on July 1st, 2017 and continue through June 30, 2018. Commencing July 1, 2017, and every year thereafter, the term shall be automatically renewed from year to year, unless any party hereto provides thirty (30) days prior written notice to the other party of its election to cancel this Agreement at the end of such term.
10. In addition, any party may at any time, without cause, during this Agreement or any extension thereof, terminate this Agreement by giving thirty (30) days notice in writing to the other party.
11. Each party hereto is an independent contractor and shall not be liable for acts or omissions of the other party.

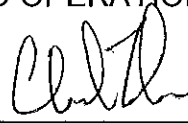
IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be duly executed as of the day and year first above written.

WITNESS:

SODEXO OPERATIONS, LLC

\_\_\_\_\_

By:



\_\_\_\_\_  
Chuck Thomas  
Senior Vice President

WITNESS:

City of Midwest City

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

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



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

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

Billy Harless, Community Development Director

---

TO : Honorable Mayor and Council

FROM : Billy Harless, Community Development Director

DATE : March 14, 2017

SUBJECT : Discussion and consideration of 1) reappointing Kenny Stephenson and Gary Bachman to the Traffic and Safety Commission for additional two-year terms, and 2) appointing Nick Timme to fill the vacancy which will be created on the Traffic and Safety Commission when Roger Camp completes his current term.

---

The terms of Kenny Stephenson, Roger Camp, and Gary Bachman will expire on March 26, 2017. Mr. Stephenson and Mr. Bachman wish to be considered for reappointment. Mr. Camp does not.

In accordance with Section 2-94 of the Municipal Code, the members shall be appointed by the Mayor with the concurrence of the City Council.

The Traffic and Safety Commission meets the third Thursday of each month. Members of the Commission serve 2-year terms and are as follows:

Nancy Rice (appointment expires 6/12/18)  
Cy Valanejad (appointment expires 10/28/18)  
Kenny Stephenson (appointment expires 3/26/17)  
Roger Camp (appointment expires 3/26/17)  
Cindy Bullen (appointment expires 6/12/18)  
Gary Bachman (appointment expires 3/26/17)  
Rick Allison (appointment expires 10/28/18)

Action is at the discretion of the Council.

Billy Harless  
Community Development Director

BH:lkb



**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: March 14, 2017

Subject: Discussion and consideration of 1) declaring various obsolete equipment of city property on the attached list as surplus property; and 2) authorizing the disposal of this property by public auction or sealed bid.

---

This agenda item will declare the attached list as surplus property. These items are obsolete, defective or have been replaced.

If approved this item will be posted for sale on the city's auction site at:  
<http://stores.ebay.com/MWC-Surplus-Property-Division>

Staff recommends approval.

---

Brandon Clabes  
Chief of Police

Attachment



Surplus items- Police Department

| <u>Item Description</u>    | <u>Model</u> | <u>Serial #</u> |
|----------------------------|--------------|-----------------|
| 5 Motorola Radio's         | unknown      | unknown         |
| 28 Motorola Microphones    | unknown      | unknown         |
| 22 Motorola Radio's        | HT-1000      |                 |
| 39 Motorola Radio Chargers |              |                 |
| 46 Batteries for Radio's   |              |                 |
| Motorolla Maxtrac 300      |              |                 |
| Lynksys Wireless Router    |              |                 |
| Radio Shack Pro 94 Scanner |              |                 |
| Lexmark Printer            | T630         | 992588W         |
| HP Printer                 | unknown      | CNWBB37326      |
| Honda Generator            | EG-1000      | none            |
| Jamis Aluminum 21" Bicycle | SX 7005      | S/N U21K25974   |
| Jamis Aluminum 19" Bicycle | SX 7005      | S/N U21K25760   |
| Jamis Aluminum 17" Bicycle | SX 7005      | S/N U21K25604   |
| Jamis Aluminum 17" Bicycle | SX 7005      | S/N U21K25687   |
| Jamis Aluminum 19" Bicycle | SX 7005      | S/N U1XK34871   |
| Jamis Aluminum 19" Bicycle | SX 7005      | S/N U1YK31279   |
| Jamis Aluminum 19" Bicycle | SX 7005      | S/N U21K25750   |



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

**To:** Honorable Mayor and City Council

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

**Date:** March 14, 2017

**Subject:** (PC-1894) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to SPUD, Simplified Planned Unit Development, for the property described as Lot 36 of Block 3 of the Harr Julian Replat, located at 401 W. Douglas Drive.

**Dates of Hearing:** Planning Commission – February 7, 2017  
City Council - February 28, 2017  
City Council - March 14, 2017

**Owner/Applicant:** Chris Mudd

**Proposed Use:** Office/Residence

**Size:**

The area of request is a corner property containing 65' of frontage along W. Douglas Dr. and a depth of approximately 142' for an area of approximately 9,230 square feet.

**Development Proposed by Comprehensive Plan:**

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

**Zoning Districts:**

Area of Request – R-6, Single Family Residential  
North, South and West – R-6, Single Family Residential  
East – SPUD, Simplified Planned Unit Development

**Land Use:**

Area of Request – one single family residence  
North, South and West – single family residences  
East – Vacant

**Comprehensive Plan Citation:**  
Single-Family Detached 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:**  
**2.26 SPUD, Simplified Planned Unit Development**

2.26.1. General Description

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

The SPUD may be used for particular tracts or parcels of land that are to be developed as one unit according to a master development plan map.

The SPUD is subject to special review procedures and once approved by the City Council it becomes a special zoning classification for the property it represents.

2.26.2 Intent and Purpose

The intent and purpose of the simplified planned unit development provisions are to ensure:

**(A) Innovative development**

Encouraging innovative development and protect the health, safety and welfare of the community.

**(B) Efficient use of land**

Encourage efficient use of land, facilitate economic arrangement of buildings and circulation systems;

**(C) Appropriate limitations and compatibility**

Maintain appropriate limitations on the character and intensity of use, assuring compatibility with adjoining and proximate properties, and following the guidelines of the comprehensive plan.

**History:**

1. This property have been zoned Single Family Detached Residential since the adoption of the 1985 zoning code.
2. The Planning Commission recommended denial of this request at their February 7, 2017 meeting.

**Staff Comments:**

**Engineer's report:**

Note: This application is a request to rezone property that meets current engineering requirements. No new engineering improvements are required with this rezoning application.

Water Supply and Distribution

An eight (8) inch public water main is located on the north side of West Douglas Drive in the street right-of-way adjacent to the south side of the area of request. A twelve (12) inch public water main is located on the east side of Air Depot Boulevard in the street right-of-way adjacent to the east side of the area of request.

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

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

Sanitary Sewerage Collection and Disposal

An eight (8) inch public sewer main is located in an existing dedicated public utility easement adjacent to and along the north side of the area of request. A twelve (12) inch public sewer main is located on the east side of Air Depot Boulevard in the street right-of-way adjacent to the east side of the area of request.

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

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

Streets and Sidewalks

Access to the area of request is available from West Douglas Drive and Air Depot Boulevard. West Douglas Drive is classified as a local road in the 2008 Comprehensive Plan. West Douglas Drive is a two (2) lane, 26-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of fifty feet (50) adjacent to the area of request and presently, West Douglas Drive has fifty (50) feet of right-of-way adjacent to and parallel to the south side of the area of request.

Air Depot Boulevard is classified as a primary arterial in the 2008 Comprehensive Plan. Air Depot Boulevard is a five (5) lane, 65-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred twenty feet (120) adjacent to the area of request and presently, Air Depot Boulevard has one hundred twenty (120) feet of right-of-way adjacent to and parallel to the east side of the area of request.

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

Street improvements are not required with this application.

Sidewalk is located along the full frontage of the area of request. Sidewalk improvements are not required with this application.

Drainage and Flood Control, Wetlands, and Sediment Control

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

Drainage and detention improvements are not required with this application.

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.

**Fire Marshal's report:**

The fire department has reviewed this rezoning of the property located at 401 W. Douglas under chapter 15 of the municipal code. If this rezoning is approved, the property will become subject to regular business inspections by the Fire Department.

**Plan Review Comments:**

The applicant is requesting to rezone this property to an SPUD, Simplified Planned Unit Development, in order to convert the garage into an office for his law practice. The garage is 548 square feet. The rest of the existing house is proposed to remain residential and the applicant intends to use it as a rental property.

The SPUD is proposed to be governed by the R-6, Single Family Detached Residential zoning district and O-1, Restricted Office. These uses will allow the main portion of the house to remain residential and the garage to be used as an office. Under this SPUD, only residential and restricted office uses will be allowed. Commercial uses such as convenience stores, fast food restaurants and tattoo parlors will not be allowed on this property under this proposed SPUD.

Regarding parking, single family residential uses require two (2) parking spaces. Office uses require one (1) space per 250 sq. ft. GLA. As the area to be used for office is 548 square feet, two (2) parking spaces would be required. For both uses a total of four (4) parking spaces are required. Currently, the driveway accommodates four (4) vehicles. The applicant is proposing to expand the driveway to provide two (2) additional parking spaces. The two (2) parking spaces for residential use may remain as stacked parking spaces, meaning one in front of another. Staff spoke with the applicant on February 2 and advised him that the office spaces must conform to the requirements for office spaces. The office spaces must be striped and at least one of them must be handicap accessible. The standard space must be at least 9' wide and 18' in length. The handicap space must be at least 9' wide and 18' in length with a 5' clear space on one side of the space. If a handicap ramp is necessary it must meet the requirements listed in Section 5.3.2(D)(2) of the Zoning Ordinance. The applicant was agreeable to these requirements for the office parking spaces. If the office use is expanded at a later date, additional parking spaces may be required.

The applicant is requesting one free-standing monument sign to be placed along S. Air Depot. The proposed monument sign will have a maximum height of 8 ft. and a maximum surface area of 100 sq. ft. The sign must be located out of the right of way.

The applicant proposes a sight-proof screening fence no less than 6 ft. in height and no more than 8 ft. in height where this property abuts residential property on the north and west sides.

Modifications to convert the garage from a garage to an office must meet Midwest City commercial building standards. Permits are required for the remodel and any trade work such as electrical, mechanical and plumbing.

Staff was contacted by a property owner within 300' of the property at 401 W. Douglas on Tuesday, January 31. The property owner expressed concerns about increased traffic and the affect that this use may have on the surrounding properties. On Thursday, February 02, 2017 a letter of protest to this rezoning was submitted to staff. The letter of protest has been signed by 10 surrounding neighbors and is included in the agenda packet.

The Planning Commission recommended denial of this request at their February 7, 2017 meeting. Darron White of 404 W. Douglas attended the meeting to speak against the item. Mr. White is concerned about the increase in traffic that an office use may bring. He stated that under the SPUD, the office space could also be a tax office which would increase traffic as well. Staff acknowledged that parking is a concern as the Zoning Ordinance does not reference parking requirements for mixed residential and office uses.

At the February 28, 2017 City Council meeting, Councilmembers had several questions about the parking, traffic and how the use might affect the neighborhood. Mr. White of 404 W. Douglas was present and expressed the same concerns about traffic that he expressed to the Planning Commission. Councilmember Reed made a motion to deny the request but there was no second. A second motion was made to table the item to the March 14, 2017 City Council meeting and that motion passed. Councilmember Eads asked the applicant to submit a site plan

showing where the proposed parking spaces would be and how close they may be to the existing fire hydrant in the yard. The applicant submitted a site plan to staff on March 3, 2017 and it is included in this agenda.

The site plan submitted by the applicant shows two (2) additional parking areas to be added. One is shown to be 5.5' in width. This space does not meet the requirement for commercial/office off-street parking. The existing driveway is shown to be 18.4' wide. This is wide enough for two (2) residential parking spaces stacked one in front of the other and one (1) commercial striped parking space. The applicant is also proposing an additional parking area that is 14' wide. This area is only wide enough for one (1) commercial parking space. Based on the site plan, the applicant has sufficient room for one (1) commercial parking space, one (1) handicap accessible space and two (2) stacked residential spaces. Although this configuration may allow for the correct number of spaces, the proposed width of the driveway exceeds the maximum driveway width.

Although a survey was submitted that indicated the paved dimensions, it does not show how the parking, backing and maneuvering issues will be resolved. The proposed 39.7' wide driveway approach exceeds engineering requirements and raises concerns about cars backing onto a residential street adjacent to a major thoroughfare.

Action is at the discretion of the City Council.

**Action Required:**

Approve or reject the ordinance to redistrict to SPUD for the property as noted herein, subject to staff's comments as found in the March 14, 2017 agenda packet and made a part of PC-1894 file.



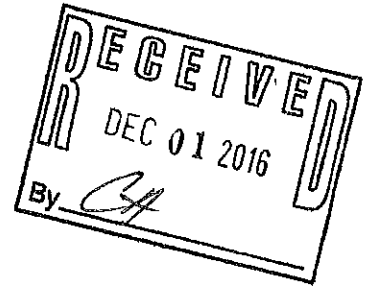
Billy Harless,  
Community Development Director

KG





The City of  
**MIDWEST CITY**  
 COMMUNITY DEVELOPMENT DEPARTMENT  
 CURRENT PLANNING DIVISION



**Simplified Planned Unit Development**

The following is to be used if the request is for a Simplified Planned Unit Development. If this request is not for a Simplified Planned Unit Development, do not complete the next 2 pages.

This document serves as the DESIGN STATEMENT and fulfills the requirement for the SPUD. The Special Development Regulations section of the form must be completed in its entirety. If the applicant proposes additional, more restrictive, design criteria than established in the Special Development Regulations, please elaborate under Other Development Regulations.

**A. Special Development Regulations**

1. List of the owners and/or developers: Chris Mudd
2. Please list the adjoining land uses, both existing and proposed.  
 North: Residential R-6  
 South: Residential R-6  
 East: Commercial C-3 & A-1  
 West: Residential R-6
3. Please list the use or uses that would be permitted on the site.  
Single Family Residential R-6  
Administrative & Professional Offices (developed in accordance with the regulation of O-1 General office)
4. This site will be developed in accordance with the Development Regulations of the O-1 General Office zoning district.
5. Please list all applicable special development regulations or modified regulations to the base zoning district: Use of existing attached garage (to be converted to O-1 zoning keeping original size of structure O-1). Variance requested to allow for 5' side set back abutting residential. Request for Commercial O-1 variance for monument emergency sign.
6. Please provide a statement of the existing and proposed streets, including right-of-way standards and street design concepts: No change to existing street or right-of-way standards. Existing access point from W. Douglas Dr. shall not be changed.
7. Please describe the physical characteristics of the following:  
 Sight-proof screening proposed: No less than a 6ft & no greater than an 8ft high fence shall be required along the boundary of this parcel where it is adjacent to any residential use. Said fence or wall shall be constructed of wood and shall be solid & opaque.  
 Landscaping proposed: The parcel shall meet all requirements of the City of Midwest City Landscaping Ordinance in place at the time of development.



The City of  
**MIDWEST CITY**  
 COMMUNITY DEVELOPMENT DEPARTMENT  
 CURRENT PLANNING DIVISION

A. Attached signs shall be in accordance with the base zoning district regulations.

Signs proposed: B. Freestanding, Accessory Sign. All signs shall be ground (monument) signs with maximum size being 8-foot high and 100 square feet in area. The signs shall be covered with a material consistent with the buildings they serve.

Area of open space proposed: land requirements in this SPUD shall be the same as the Base Zoning District.

Proposed access points: There shall be one access point from W. Douglas Dr. in this SPUD.

Drainage information: N/A. There will be no erection of additional structures to affect existing drainage.

- 8. Existing or proposed building size: Per O-Z zoning requirements
- Maximum building height: Per O-Z zoning requirements
- Number of existing or proposed buildings: Per O-Z zoning requirements
- Building setbacks – Front: 25'
- Sides: 5'
- Rear: 5'

- 9. Please provide a description of the proposed sequence of development.
  - 1 Conversion of 2-car attached garage to utility area for O-Z use.
  - 2 Expansion of parking from existing driveway, to accommodate 2 additional spaces, per Midwest City O-Z requirements.
  - 3 Creation of site-proposed screening.
  - 4 Installation of Free standing Accessory Signs.

**B. Other Development Regulations**

Please list any other amenities or controls included in the SPUD: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**C. Master Plan Map (attached)**

Exhibit A: \_\_\_\_\_

This site will be developed in accordance with the Master Development Plan Map as submitted to the City of Midwest City for approval in conjunction with this request.

Chris Child  
 Signature

12/1/16  
 Date

## REZONING PROTEST PETITION

Protest Petition against Rezoning No. PC-1894

We, the undersigned property owners, do hereby protest the rezoning from District(s) R-6, Single Family Detached Residential to SPUD, Simplified Planned Unit Development zoning district(s), on the described property, to-wit:

BLOCK 3, LOT 36 OF THE HARR JULIAN REPLAT A PART OF THE SE/4 OR SECTION 9 T-11-N R-2-W, LOCATED AT 401 W. DOUGLAS DRIVE.

We, the undersigned, realize that this petition of protest must be submitted to the Office of the Midwest City Community Development Department more than three (3) business days prior to the public hearing dates. We realize that this Petition is in opposition to the rezoning

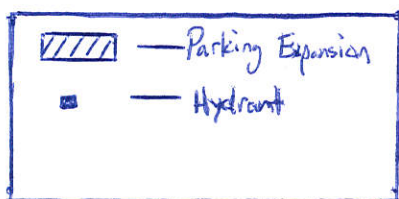
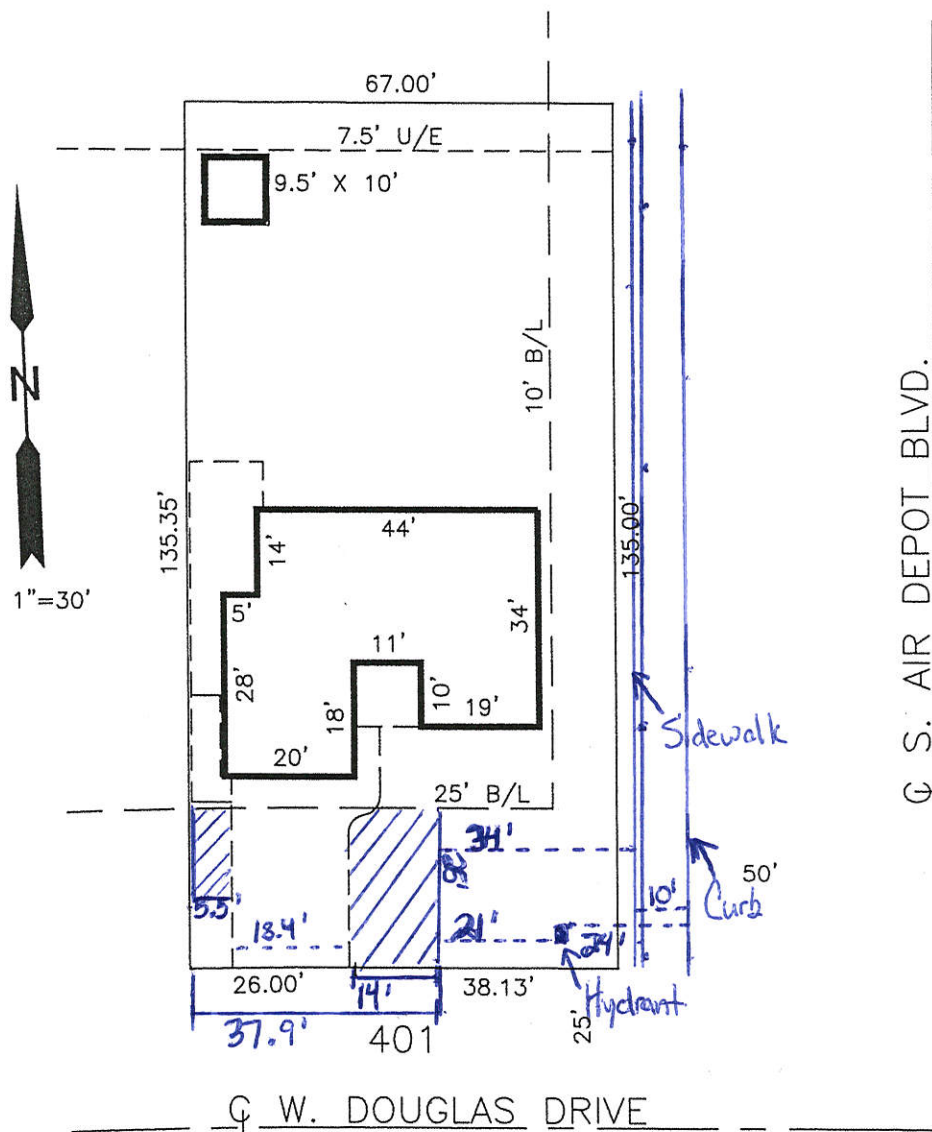
We, the undersigned, are owners of real property located within the statutory area (300 feet) of notification related to the area for which a rezoning is sought.

| LEGAL SIGNATURE OF OWNER | PRINTED NAME OF OWNER | PROPERTY DESCRIPTION |
|--------------------------|-----------------------|----------------------|
| <i>Darron L. White</i>   | DARRON L. WHITE       | 404 W. DOUGLAS DR    |
| <i>Bill Seymour</i>      | Bill Seymour          | 410 W DOUGLAS DR.    |
| <i>Karen L. Prince</i>   | Karen L. Prince       | 406 W. Douglas Dr.   |
| <i>Sarah Hays</i>        | Sarah Hays            | 403 W. Douglas Dr.   |
| <i>Joey Hays</i>         | Joey Hays             | 403. W. Douglas Dr.  |
| <i>Cynthia Barnes</i>    | Cynthia Barnes        | 404 W Douglas Dr     |
| <i>Teresa Charte</i>     | Teresa Charte         | 407 W Douglas Dr     |
| <i>Bill Charte</i>       | Bill Charte           | 407 W Douglas Dr     |
| <i>Angela Roberson</i>   | Angela Roberson       | 402 W. Douglas Dr.   |
| <i>Sharon Powers</i>     | Sharon Powers         | 411 W. Douglas Dr.   |
|                          |                       |                      |
|                          |                       |                      |
|                          |                       |                      |
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|                          |                       |                      |
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|                          |                       |                      |
|                          |                       |                      |
|                          |                       |                      |

inside 300' →

of owner →

outside 300' →

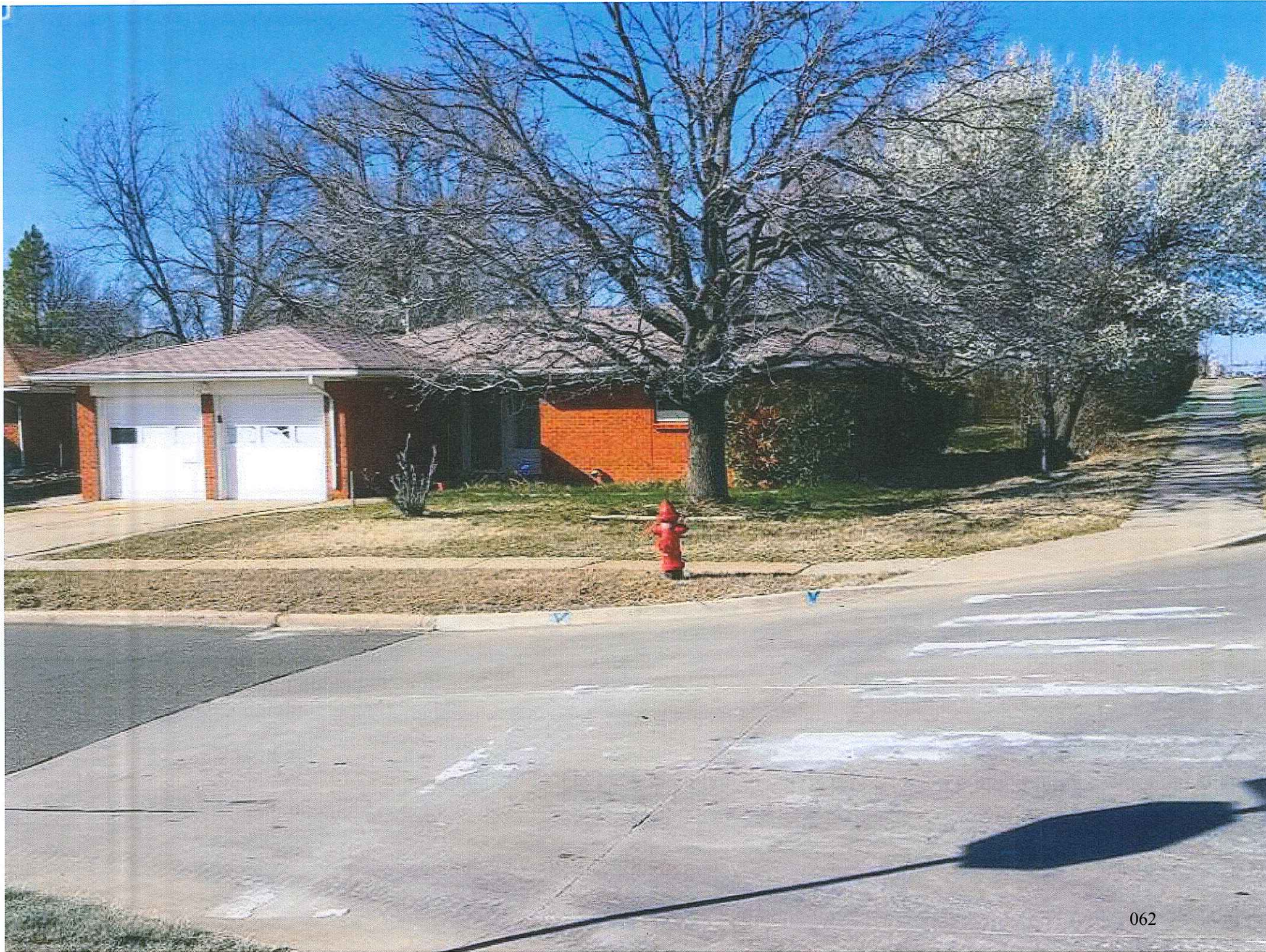


Notes

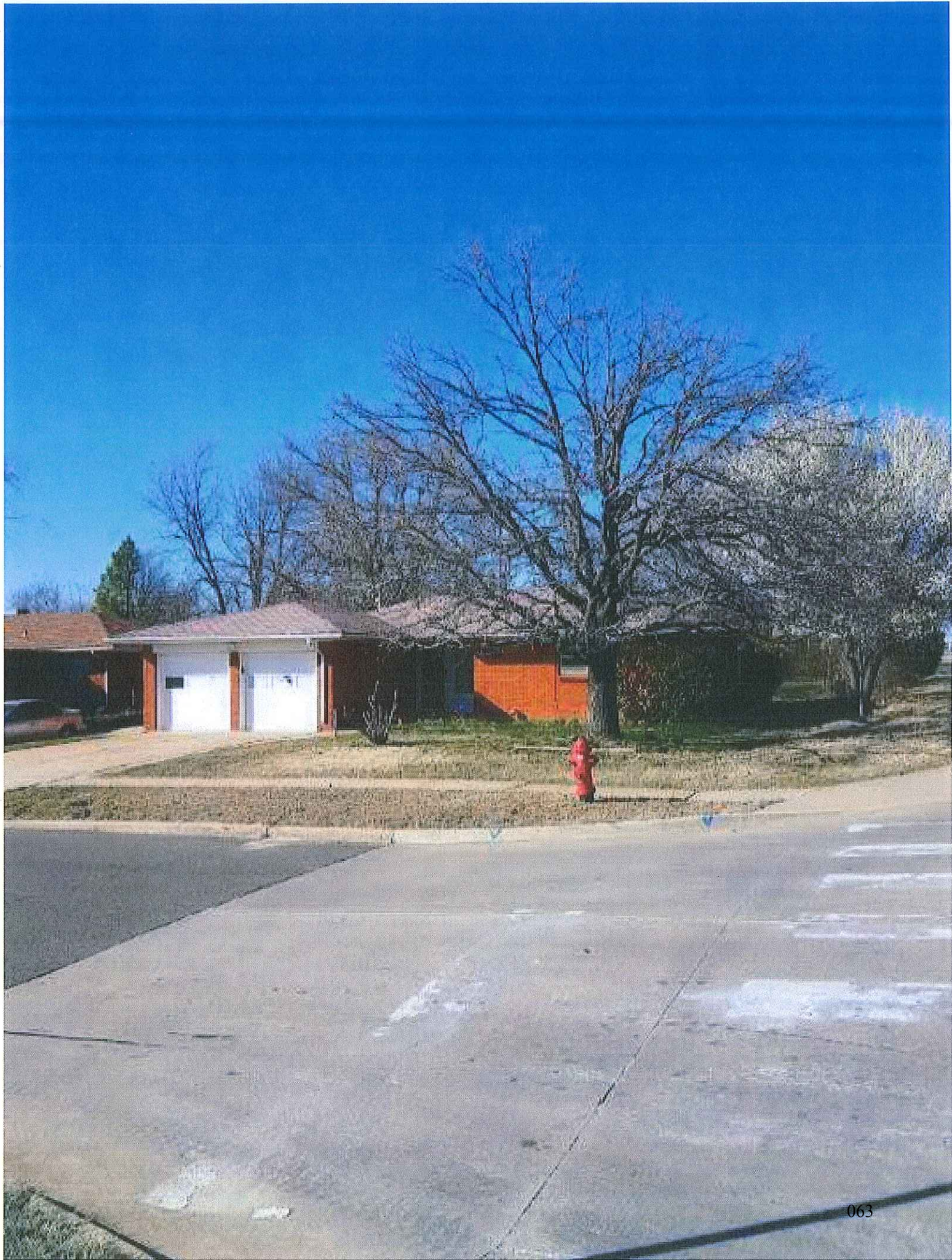
- 37.9' total width of proposed parking.
- 21' From East edge of proposed drive expansion to Hydrant.
- 34' From East edge of proposed drive expansion to West edge of Sidewalk.

SHEET 2 OF 2













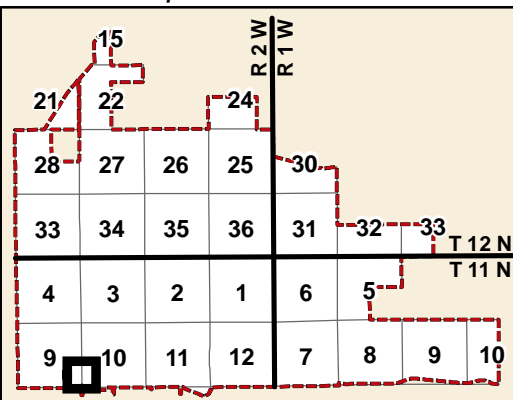








Locator Map



**2015 DOP (AERIAL) VIEW FOR  
PC-1894  
(SE/4, Sec. 9, T11N, R2W)**



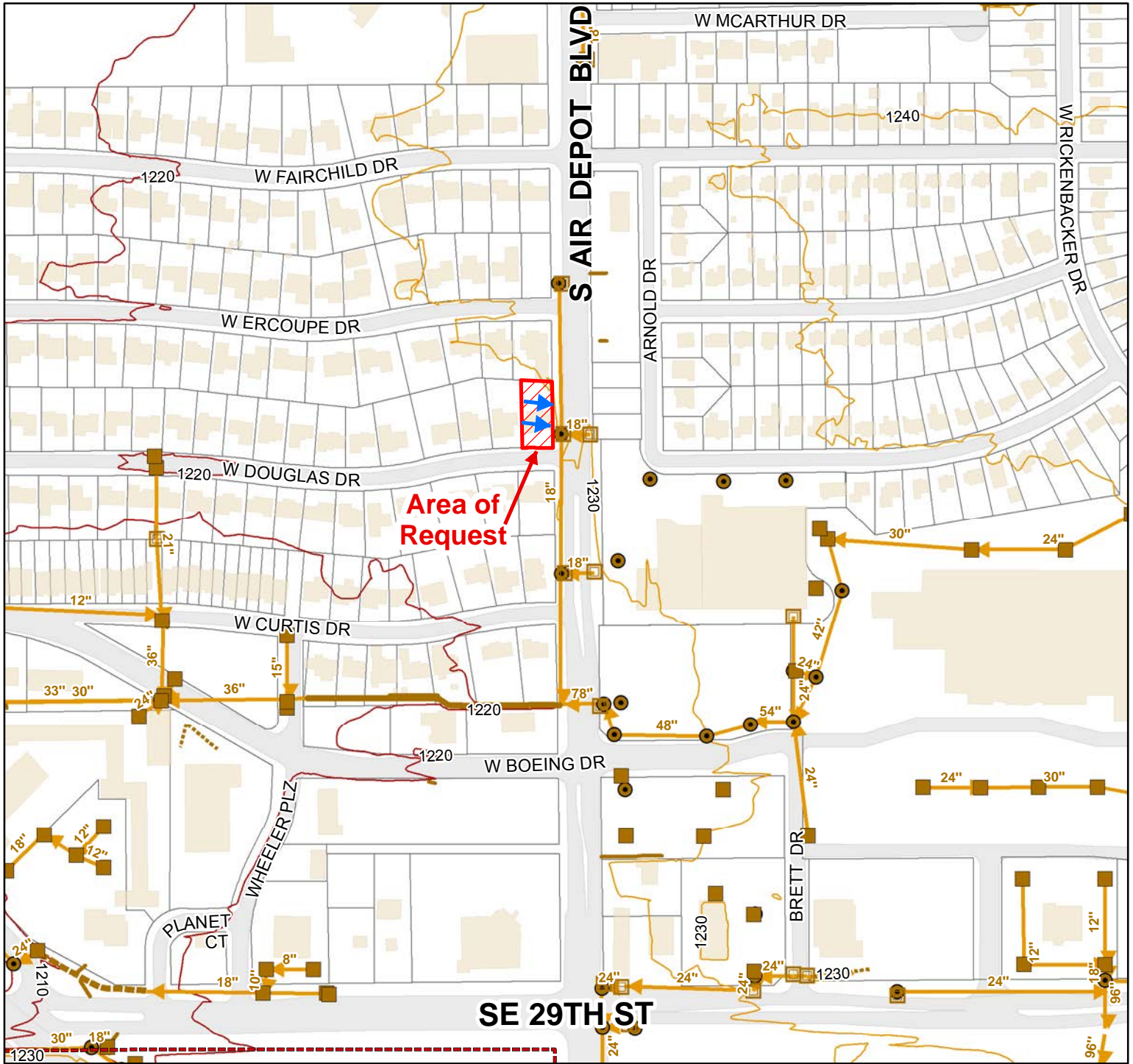
0 300 600 Feet



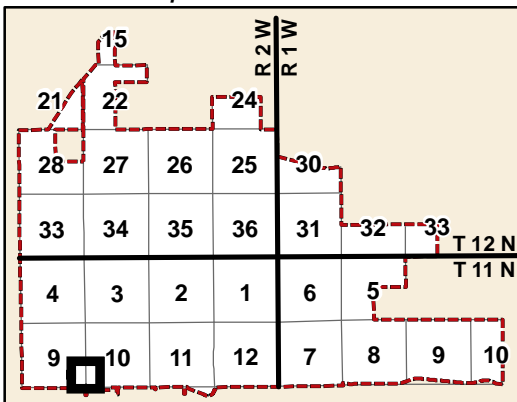
1 inch = 300 feet

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Locator Map



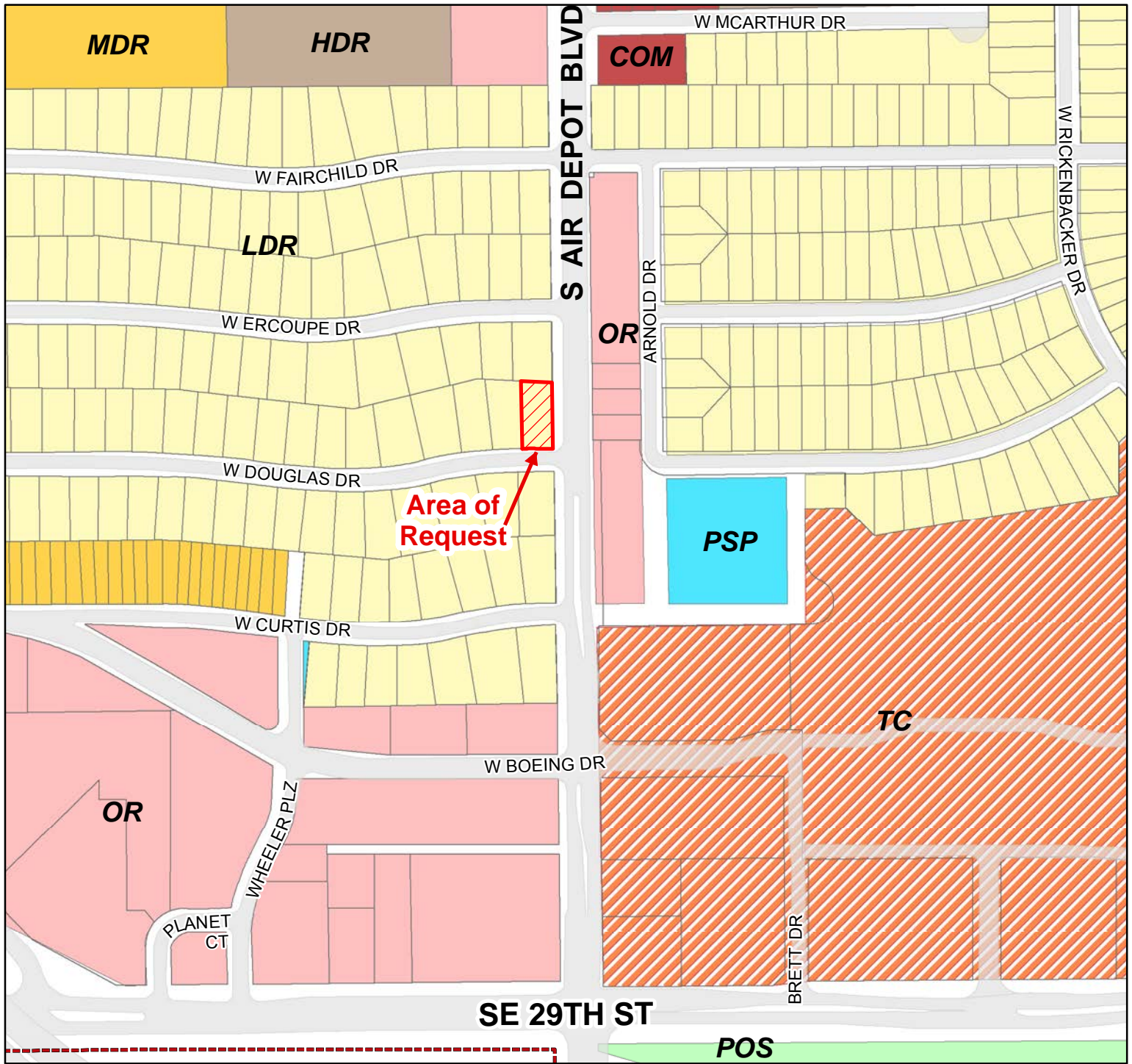
- Drainage Legend**
- Curb Inlets
  - Inlets
  - Junction Box
  - Culverts
  - Flumes
  - Developed Channels
  - Trickle Channels
  - Undeveloped Channels
  - Storm Lines
  - Creeks
- ELEVATION**
- 1166-1204 ft
  - 1204-1228 ft
  - 1228-1250 ft
  - 1250-1278 ft
  - 1278-1324 ft

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

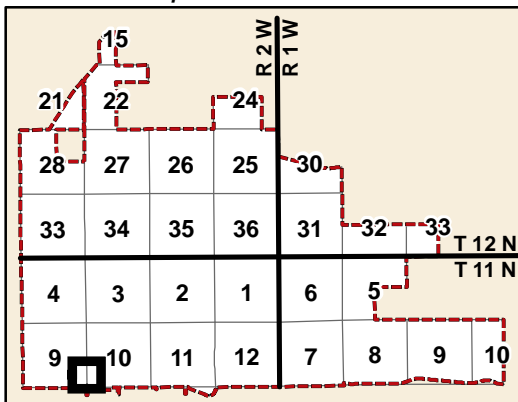
## DRAINAGE LOCATION MAP FOR PC-1894 (SE/4, Sec. 9, T11N, R2W)

1 inch = 300 feet











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Locator Map

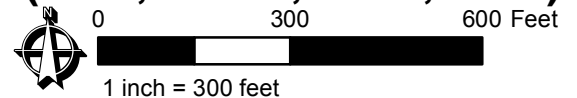


Future Land Use Legend

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

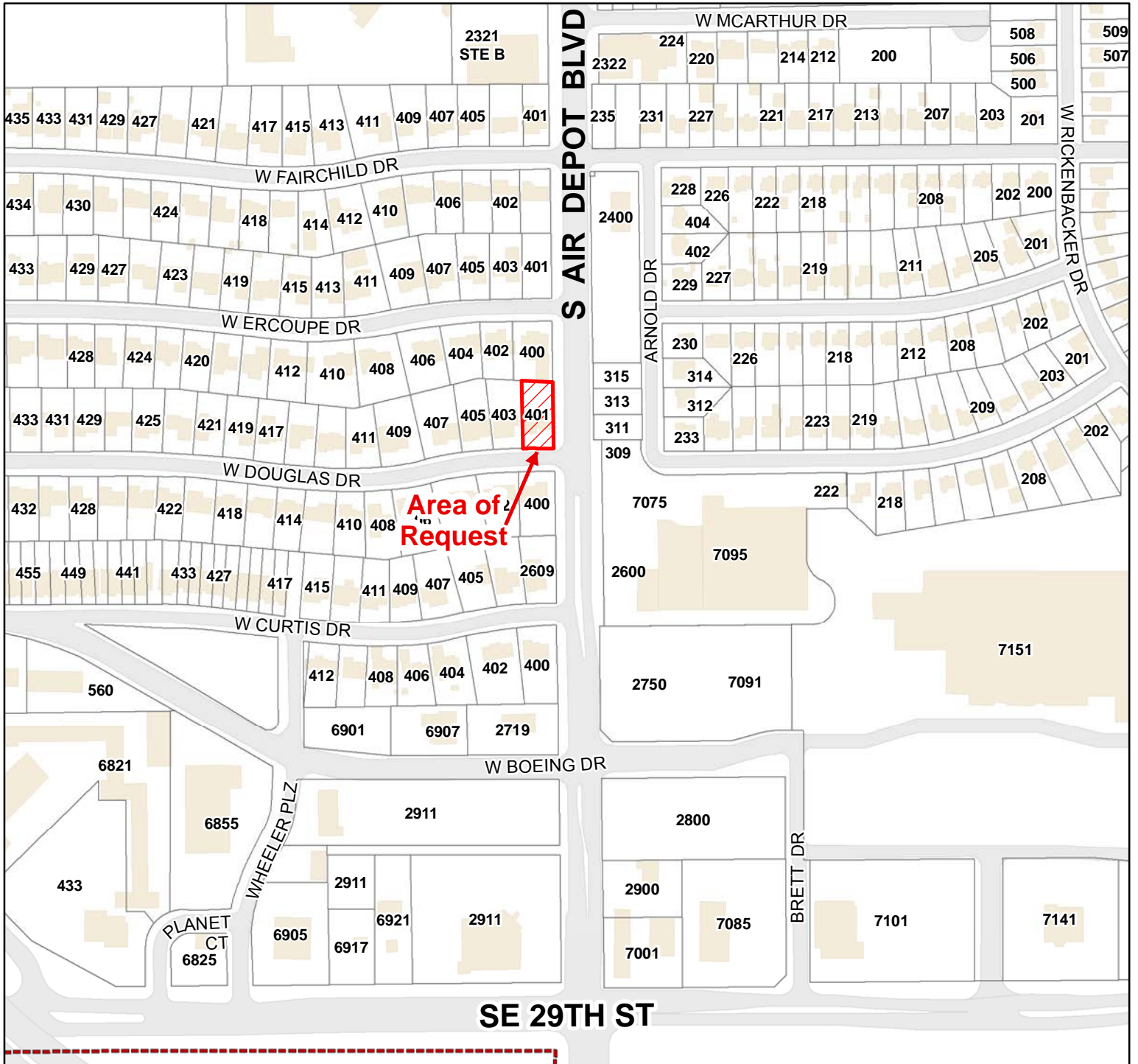
**FUTURE LAND USE  
MAP FOR  
PC-1894**

**(SE/4, Sec. 9, T11N, R2W)**

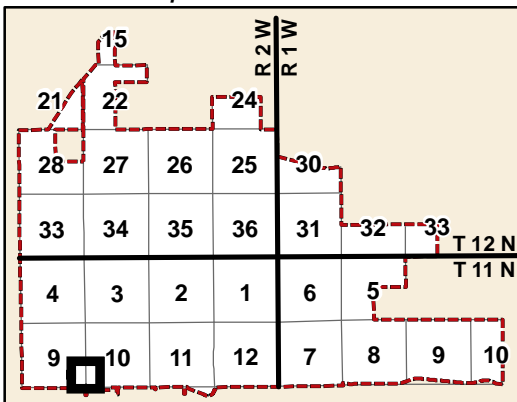


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






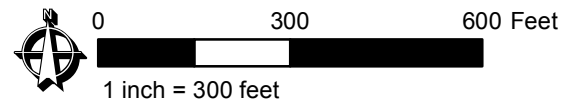
Locator Map



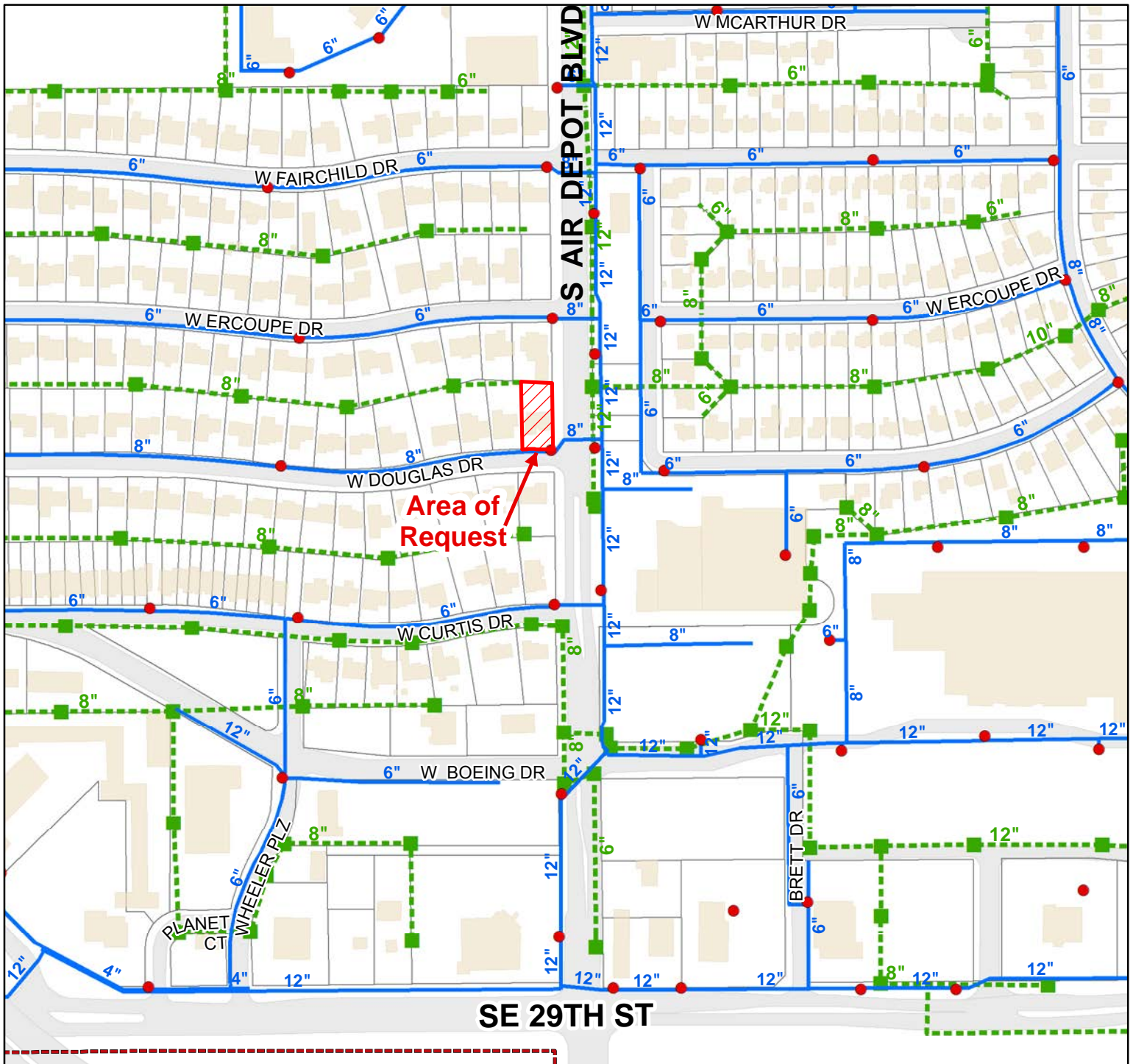
**General Map Legend**

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

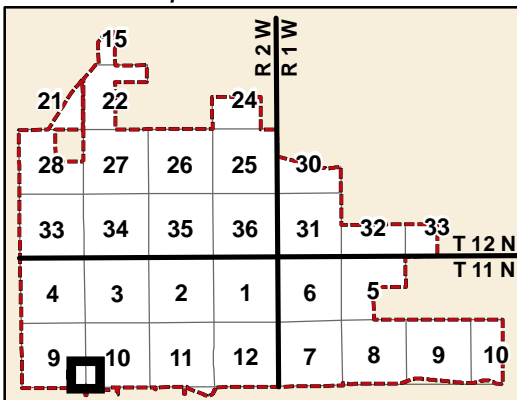
**GENERAL MAP FOR  
PC-1894  
(SE/4, Sec. 9, T11N, R2W)**



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Locator Map



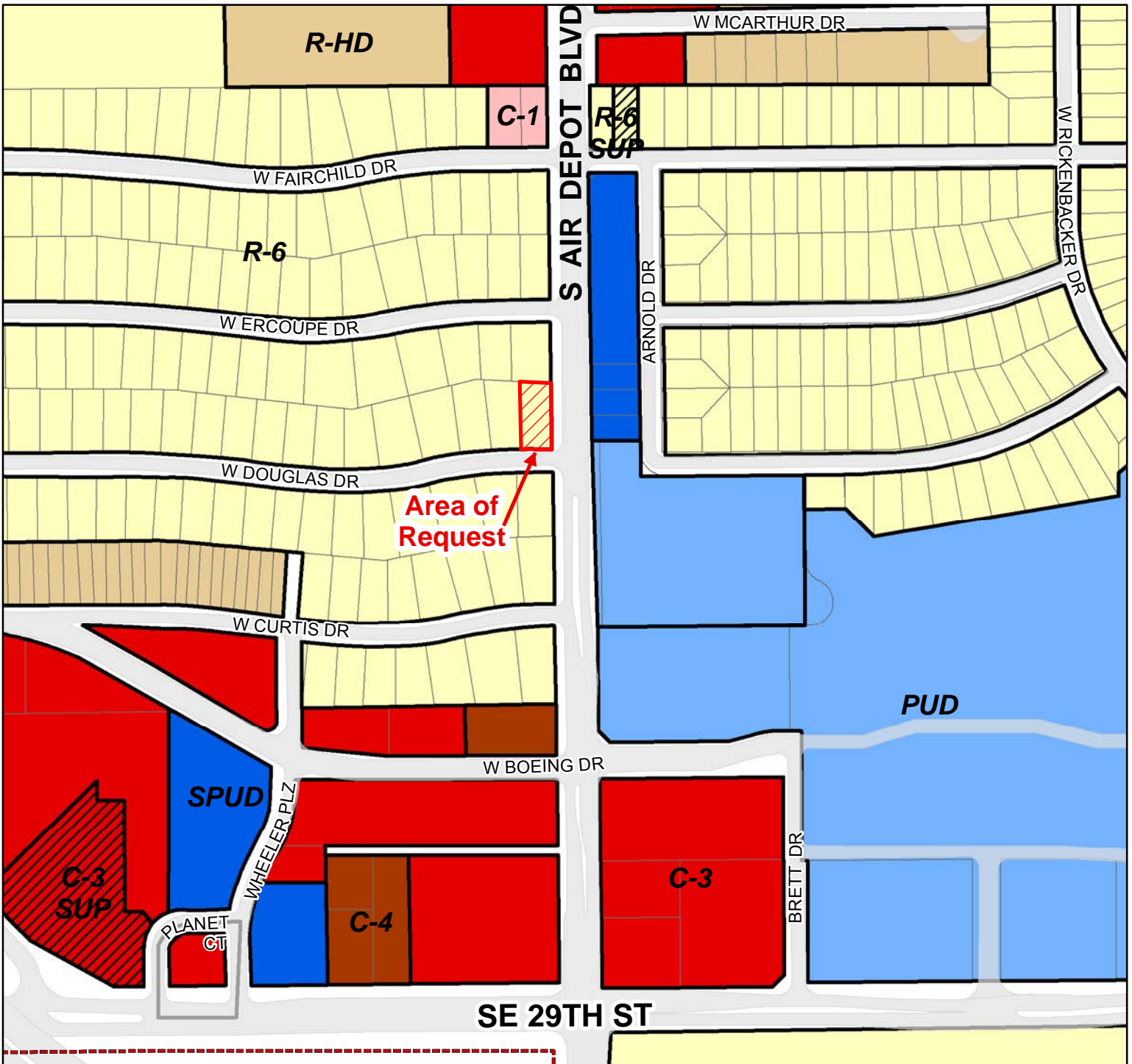
Water/Sewer Legend

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

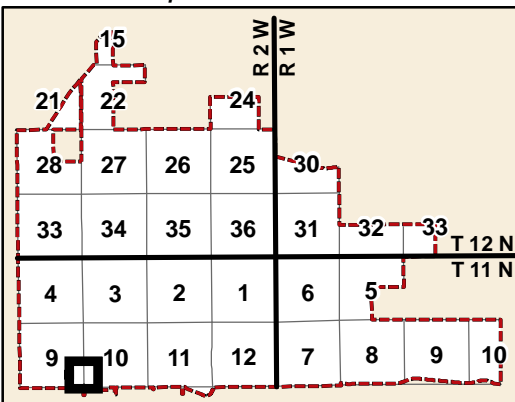
**WATER/SEWER LINE LOCATION MAP FOR PC-1894 (SE/4, Sec. 9, T11N, R2W)**

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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-1894  
(SE/4, Sec. 9, T11N, R2W)**



0 300 600 Feet



1 inch = 300 feet

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**Economic Development Department**

100 N. Midwest Boulevard

Midwest City, OK 73110

Office: (405) 739-1218

[rcoleman@MidwestCityOK.org](mailto:rcoleman@MidwestCityOK.org)

[www.midwestcityok.org](http://www.midwestcityok.org)

**MEMORANDUM**

To: Honorable Mayor and Midwest City Council

From: Robert Coleman, Director of Economic Development

Date: March 14, 2017

Subject: Discussion and consideration of a Public Hearing to provide information and answer questions, pursuant to Title 62, Section 859 of the Oklahoma Statutes Regarding the establishment of “Increment District Number Two, City of Midwest City, Oklahoma” and regarding a Request By Sooner Investment (“Sooner”) for development financing assistance In Connection with Sooner’s Proposal to expand the Sooner Rose Shopping Center to include approximately 160,000 square feet of restaurant, entertainment and retail space, and regarding a request by Warren Theatres, LLC (“Warren Theatres”) for development financing assistance in connection with Warren Theatres’ Proposal to develop, construct and operate a ten (10) screen movie theater with the Sooner Rose Shopping Center. (Presentation By Dan McMahan, Representing the City of Midwest City, OK.)

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At the January 10<sup>th</sup>, 2017 meeting, City Council approved Resolution 17-02 authorizing the creation of the Local Development Act Review Committee (“Committee.”) The resolution empowered the Committee to explore the possibility of creating a Tax Increment Finance district in hopes of finding a revenue source to pay part of our participation in the expansion of the Sooner Rose Shopping Center.

Committee members from taxing entities were formally appointed via resolution at the February 15, 2017, special City Council meeting. The Committee met for the first time on February 16<sup>th</sup> to appoint three public-at-large members, which included local residents Lisa Newport, Gary Pence and Fred Quinn.

Sooner Investment and Warren Theatres provided the Committee a presentation at its February 20<sup>th</sup> meeting, which outlined the Sooner Rose II and III development plans. This was followed by two additional meetings, which eventually led to the approvals needed to move forward.

This is the first of two hearings required by law before action can be taken on any legislation enacting the district. The ordinance will be included in your packet at the next (28 MAR 2017) meeting.

Staff recommends conducting the public hearing as required.

Respectfully,

Robert Coleman, Director of Economic Development

Attachments: O.S. 62 § 859

**O.S. Title 62, Chapter 9, Section 859**

A. Before the adoption of a project plan or subsequent amendments thereto, the governing body must hold two public hearings. The primary purpose of the first hearing will be to provide information and to answer questions; provided, such information shall include, but not be limited to, an analysis of potential positive or negative impacts which may result from the adoption of a project plan. A representative of the city, town or county shall present the city, town or county's proposed plan or amendment thereto. The date of the second public hearing shall be announced in the presence of the persons in attendance at the hearing, but such date shall be more than seven (7) days after the date of the first public hearing. The purpose of the second public hearing shall be to give any interested persons the opportunity to express their views on the proposed plan or amendment thereto.

B. Notice of the first public hearing shall be given once by publication in a newspaper with circulation in the city, town or county and published on any Internet website maintained by the political subdivision. Any person, entity, or organization that has registered with the city, town or county clerk of the political subdivision shall also receive notice of such public hearing and a copy of the analysis upon request of the proposed project plan required in subsection A of this section. Such notices must be published or mailed no later than fourteen (14) days before the date of the public hearing. The notice shall include the following:

1. The time and place of the public hearing;
2. The boundaries of the proposed districts and proposed project areas by legal description and by street location, if possible, accompanied by a sketch clearly delineating the area in detail as may be necessary to advise the reader of the particular land proposed to be included;
3. A statement that the first public hearing shall be for information and questions purposes only with persons being given the opportunity to be heard at the second public hearing before any votes are taken;
4. A description of the project plan or amendment thereto and a location and time where the entire plan may be reviewed by any interested party; and
5. Such other matters as the city, town or county may deem appropriate.

C. Notice of the second public hearing may be included in the notices provided for in subsection B of this section. Notice of the second public hearing shall be published and mailed in the same manner as the notices provided for in subsection B of this section if:

1. Notice for both public hearings is not included in the notice of the first public hearing;
2. The location, date or time of the second public hearing is changed after the notices of the first hearing have been published and mailed; or
3. The second public hearing is held more than fourteen (14) days after the first public hearing.

D. The provisions of this section shall not apply to the adoption of minor amendments as provided for in Section 858 of this title.

E. The city, town or county clerk shall send the notices or copies of the analysis required to be sent to registered persons, entities, or organizations pursuant to subsection B of this section by electronic mail or if no electronic mail address has been provided by the registrant, by first-class mail. The city, town or county clerk shall provide an affidavit declaring that all registrants have been mailed the requisite notices or analyses. Any technical irregularities in the form of the published or mailed notices required by this section shall not result in the invalidation of any ordinance enacted or amended subsequent thereto, so long as the notices, as published and mailed, reasonably apprise interested parties as to the subject matter of the hearings and correctly describes the date, time and place of such hearings and affidavits of publication and mailing shall constitute compliance with the notice requirement of this section.





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

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

**Subject:** Discussion and consideration of appointing a replacement on the Planning Commission to fill the unexpired term of Turner Mann.

---

The term of Turner Mann will expire on August 9, 2017.

In accordance with Sec. 6-1 of the Zoning Code, the Planning Commission shall be composed of seven (7) members, all of whom shall be residents of Midwest City, nominated by the mayor and confirmed by the city council. At least one member shall be appointed for each ward. The members of the planning commission shall be nominated and appointed solely with reference to their fitness and without reference to party affiliation, and shall serve without compensation as hereinafter provided.

The Planning Commission meets the first Tuesday of each month at 7 p.m. Members of the Commission serve 3-year terms and are as follows:

Turner Mann – Ward 1 (expires 8-9-17)  
Jess Huskey – Ward 2 (expires 3-24-19)  
Dean Hinton – Ward 3 (expires 8-9-17)  
Russell Smith – Ward 4 (expires 1-10-18)  
Stan Greil – Ward 5 (expires 3-24-19)  
Floyd Wicker – Ward 6 (expires 8-9-17)  
Dee Collins – Mayor Appt. (expires 3-26-19)

Action is at the discretion of the Council.

---

Billy Harless, AICP  
Community Development Director



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

### **Memorandum**

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: March 14, 2017

Subject: Discussion and consideration of reappointing Miss Margie Humdy and appointing a replacement for Mr. Glenn Goldschlager for three-year terms to the Midwest City Tree Board.

On April 9, 2017 the terms of Miss Margie Humdy and Mr. Glenn Goldschlager as Tree Board representatives expires. Miss Humdy has indicated she wishes to be reappointed. Mr. Glenn Goldschlager does not wish to serve another term; consequently, staff requests a replacement be appointed.

Miss Humdy is a ward 1 appointment; Mr. Goldschlager was a ward 3 appointment.

Action is at the discretion of the Council.

Vaughn K. Sullivan  
Public Works Director



NEW BUSINESS/  
PUBLIC DISCUSSION





FURTHER INFORMATION





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: February 28, 2017

SUBJECT: Discussion and consideration of amending Section 24.142.1 of Article IV, Chapter 24, Mandatory Child Restraint Use, providing for changes in ages and manner of restraint, adding exceptions to the use of child restraints, adding provisions regarding civil suits, protecting technicians from liability and providing that fines go to the Department of Public Safety; and providing for repealer and severability.

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The Legislature has made substantial amendments to the requirements for use of a child safety restraint system. The new statute changes the manner of restraint for specific ages and heights of children.

It also provides that the fine (maximum \$50.00) shall be remitted to the Department of Public Safety Restricted Revolving Fund. We will be able to assess court costs. In the case of a first offense, upon proof of acquisition of a child safety restraint system, we are to suspend the fine and limit court costs to \$15.00.

We should make these changes to be in compliance with state law.

Staff recommends approval.

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Brandon Clabes  
Chief of Police

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

AN ORDINANCE REPEALING AND AMENDING THE CODE OF ORDINANCES OF THE CITY OF MIDWEST CITY, OKLAHOMA, CHAPTER 24, ARTICLE IV, SECTION 24.142.1, MANDATORY CHILD RESTRAINT USE, PROVIDING FOR CHANGES IN AGES AND MANNER OF RESTRAINT, ADDING EXCEPTIONS TO THE USE OF CHILD RESTRAINTS, ADDING PROVISIONS REGARDING CIVIL SUITS, PROTECTING TECHNICIANS FROM LIABILITY AND PROVIDING THAT FINES GO TO THE DEPARTMENT OF PUBLIC SAFETY; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY

WHEREAS, the State of Oklahoma has amended its statutes regarding the mandatory use of child restraint systems; and

WHEREAS, the City of Midwest City should be in compliance with those statutes for the safety of young children; and

WHEREAS, the statute adds other provisions that mandate the City's disposition of fines; and

WHEREAS, the Mayor and City Council finds that these changes are necessary for the public health, safety, and welfare:

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDWEST CITY THAT:

**SECTION 1:** Chapter 24, Article IV, Section 24-142.1 of the Code of Ordinances of the City of Midwest City is hereby repealed in its entirety.

**SECTION 2:** A new ordinance, also numbered Chapter 24, Article IV, Section 24-142.1 of the Code of Ordinances of the City of Midwest City is hereby adopted, to read as follows:

**A. Every driver, when transporting a child under eight (8) years of age in a motor vehicle operated on the roadways, streets, or highways of this state, shall provide for the protection of said child by properly using a child passenger restraint system as follows:**

**1. A child under four (4) years of age shall be properly secured in a child passenger restraint system. The child passenger restraint system shall be rear-facing until the child reaches two (2) years of age or until the child reaches the weight or height limit of the rear-facing child passenger restraint system as allowed by the manufacturer of the child passenger restraint system, whichever occurs first; and**

**2. A child at least four (4) years of age but younger than eight (8) years of age, if not taller than 4 feet 9 inches in height, shall be properly secured in either a child passenger restraint system or child booster seat.**

**For purposes of this section and Section 11-1113 of this title, "child passenger restraint system" means an infant or child passenger restraint system which meets the federal standards as set by 49 C.F.R., Section 571.213.**

B. If a child is eight (8) years of age or is taller than 4 feet 9 inches in height, a seat belt properly secured to the vehicle shall be sufficient to meet the requirements of this section.

C. The provisions of this section shall not apply to:

1. The driver of a school bus, taxicab, moped, motorcycle, or other motor vehicle not required to be equipped with safety belts pursuant to state or federal laws;

2. The driver of an ambulance or emergency vehicle;

3. The driver of a vehicle in which all of the seat belts are in use;

4. The transportation of children who for medical reasons are unable to be placed in such devices, provided there is written documentation from a physician of such medical reason; or

5. The transportation of a child who weighs more than forty (40) pounds and who is being transported in the back seat of a vehicle while wearing only a lap safety belt when the back seat of the vehicle is not equipped with combination lap and shoulder safety belts, or when the combination lap and shoulder safety belts in the back seat are being used by other children who weigh more than forty (40) pounds. Provided, however, for purposes of this paragraph, back seat shall include all seats located behind the front seat of a vehicle operated by a licensed child care facility or church. Provided further, there shall be a rebuttable presumption that a child has met the weight requirements of this paragraph if at the request of any law enforcement officer, the licensed child care facility or church provides the officer with a written statement verified by the parent or legal guardian that the child weighs more than forty (40) pounds.

D. A violation of the provisions of this section shall be admissible as evidence in any civil action or proceeding for damages unless the plaintiff in such action or proceeding is a child under sixteen (16) years of age.

In any action brought by or on behalf of an infant for personal injuries or wrongful death sustained in a motor vehicle collision, the failure of any person to have the infant properly restrained in accordance with the provisions of this section shall not be used in aggravation or mitigation of damages.

E. A person who is certified as a Child Passenger Safety Technician and who in good faith provides inspection, adjustment, or educational services regarding child passenger restraint systems shall not be liable for civil damages resulting from any act or omission in providing such services, other than acts or omissions constituting gross negligence or willful or wanton misconduct.

F. Any person convicted of violating subsection A of this section shall be punished by a fine of Fifty Dollars (\$50.00) and shall pay all court costs thereof. Revenue from such fine shall be apportioned to the Department of Public Safety Restricted Revolving Fund and used by the Oklahoma Highway Safety Office to promote the use of child passenger restraint systems as provided in Section 11-1113 of this title. This fine shall be suspended and the court costs limited to a maximum of Fifteen Dollars (\$15.00) in the case of the first offense upon proof of purchase or acquisition by loan of a child passenger restraint system. Provided, the Department of Public

**Safety shall not assess points to the driving record of any person convicted of a violation of this section.**

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

**SECTION 4. REPEALER.** Any section, subsection or portion thereof in conflict with this ordinance is hereby repealed.

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

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





MUNICIPAL AUTHORITY  
AGENDA



**MIDWEST CITY MUNICIPAL AUTHORITY AGENDA**

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

March 14, 2017 - 7:01 PM

Special Assistance requests – tcoplen@midwestcityok.org or 739-1002. (Please provide no less than 24 hours' notice) Special assistance request during a meeting call 739-1388.

A. CALL TO ORDER.

B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Trustees 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, that item will be removed and heard in regular order.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of February 28, 2017, as submitted. (Secretary - S. Hancock)

2. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending January 31, 2017. (City Manager - T. Lyon)

3. Discussion and consideration of declaring 43-04-06, one 1999 John Deere Zero Turn Mower from the Wastewater Department and 42-02-02, one 1987 Chevrolet S-10 VIN 1GCCS14R3H8110768 from the Water Department, surplus property and authorizing their disposal by sealed bid or auction. (Public Works - R. Paul Streets)

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. ADJOURNMENT.



CONSENT AGENDA



Notice of regular meetings for staff briefings for the Midwest City Municipal Authority was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE REGULAR STAFF BRIEFING FOR  
MIDWEST CITY MUNICIPAL AUTHORITY TRUSTEES**

February 28, 2017 – 6:00 p.m.

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. The following members were present: Chairman Matt Dukes; Trustees Susan Eads, Rick Dawkins, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Pat Byrne and Jeff Moore.

Chairman Dukes called the meeting to order at 6:34 p.m.

**Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for February 28, 2017.** Staff briefed the Trustees on various items on the agenda, and the Trustees sought clarification and discussed individual agenda items with staff.

Chairman Dukes closed the meeting at 6:36 p.m.

ATTEST:

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

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

Notice of regular Midwest City Municipal Authority meetings was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on Midwest City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE REGULAR MIDWEST CITY MUNICIPAL AUTHORITY MEETING**

February 28, 2017 - 7:01 p.m.

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes, Trustees Susan Eads, Rick Dawkins, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Pat Byrne and Jeff Moore.

Chairman Dukes called the meeting to order at 7:41 p.m.

**DISCUSSION ITEMS.**

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meeting of February 14, 2017, as submitted.** Motion was made by Dawkins, seconded by Allen, to approve the minutes, as submitted. Voting aye: Eads, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Byrne and Moore. Motion carried.
  
2. **Discussion and consideration of approving an extension to Falcon Realty Advisors, LLC contract to purchase a one acre (M.O.L.) parcel being a part of the Northwest Quarter of Section 9, Township 11 North, Range 2 West, I.M, also known as 5653 Tinker Diagonal, for the price of \$11 per square foot.** Motion was made by Dawkins, seconded by Allen, to approve the extension, as submitted. Voting aye: Eads, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Byrne and Moore. Motion carried.

**New Business/Public Discussion.** Carl Drummer, 2325 Orange Dr. addressed the Council.

**Adjournment.** Chairman Dukes adjourned the meeting at 7:48 p.m.

ATTEST:

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

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



THE CITY OF  
**MIDWEST CITY**

**MEMORANDUM**

TO: Honorable Chairman and Trustees  
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: March 14, 2017

RE: Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending January 31, 2017.

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

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

*Tim L. Lyon*

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Tim Lyon  
Assistant City Manager

Attachment (1)

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

| <b>Fiscal Year 2016-2017</b> | Jul-16  | Aug-16   | Sep-16    | Oct-16    | Nov-16    | Dec-16    | Jan-17           | Feb-17 | Mar-17 | Apr-17 | May-17 | Jun-17 |
|------------------------------|---------|----------|-----------|-----------|-----------|-----------|------------------|--------|--------|--------|--------|--------|
| <b>Revenue</b>               |         |          |           |           |           |           |                  |        |        |        |        |        |
| Budgeted (MTD)               | 456,340 | 456,340  | 456,340   | 456,340   | 456,340   | 456,340   | <b>456,340</b>   |        |        |        |        |        |
| Actual (MTD)                 | 430,970 | 420,241  | 481,316   | 571,284   | 465,481   | 270,078   | <b>289,607</b>   |        |        |        |        |        |
| Budgeted (YTD)               | 456,340 | 912,680  | 1,369,020 | 1,825,360 | 2,281,700 | 2,738,040 | <b>3,194,380</b> |        |        |        |        |        |
| Actual (YTD)                 | 430,970 | 851,211  | 1,332,527 | 1,903,811 | 2,369,292 | 2,639,370 | <b>2,928,977</b> |        |        |        |        |        |
| <b>Expenses</b>              |         |          |           |           |           |           |                  |        |        |        |        |        |
| Budgeted (MTD)               | 452,385 | 454,833  | 452,880   | 458,476   | 453,217   | 449,274   | <b>448,194</b>   |        |        |        |        |        |
| Actual (MTD)                 | 422,001 | 445,980  | 446,293   | 514,505   | 467,175   | 374,710   | <b>372,928</b>   |        |        |        |        |        |
| Budgeted (YTD)               | 452,385 | 907,218  | 1,360,098 | 1,818,574 | 2,271,791 | 2,721,065 | <b>3,169,259</b> |        |        |        |        |        |
| Actual (YTD)                 | 422,001 | 867,982  | 1,314,275 | 1,828,780 | 2,295,955 | 2,670,665 | <b>3,043,593</b> |        |        |        |        |        |
| <b>Revenue vs. Expenses</b>  |         |          |           |           |           |           |                  |        |        |        |        |        |
| Budgeted (MTD)               | 3,955   | 1,507    | 3,460     | (2,136)   | 3,123     | 7,066     | <b>8,146</b>     |        |        |        |        |        |
| Actual (MTD)                 | 8,969   | (25,740) | 35,022    | 56,779    | (1,694)   | (104,632) | <b>(83,320)</b>  |        |        |        |        |        |
| Budgeted (YTD)               | 3,955   | 5,462    | 8,922     | 6,786     | 9,909     | 16,975    | <b>26,121</b>    |        |        |        |        |        |
| Actual (YTD)                 | 8,969   | (16,771) | 18,252    | 75,031    | 73,337    | (31,295)  | <b>(114,615)</b> |        |        |        |        |        |

|                          |         |         |         |         |         |         |                |  |  |  |  |  |
|--------------------------|---------|---------|---------|---------|---------|---------|----------------|--|--|--|--|--|
| <b>Key Indicators</b>    |         |         |         |         |         |         |                |  |  |  |  |  |
| Hotel Room Revenue       | 268,993 | 216,282 | 265,640 | 252,315 | 256,155 | 116,079 | <b>147,556</b> |  |  |  |  |  |
| Food and Banquet Revenue | 105,613 | 220,229 | 183,624 | 266,797 | 175,240 | 184,013 | <b>123,798</b> |  |  |  |  |  |

| <b>Fiscal Year 2015-2016</b> | Jul-15   | Aug-15    | Sep-15    | Oct-15    | Nov-15    | Dec-15    | Jan-16    | Feb-16    | Mar-16    | Apr-16    | May-16    | Jun-16           |
|------------------------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------------|
| <b>Revenue</b>               |          |           |           |           |           |           |           |           |           |           |           |                  |
| Budgeted (MTD)               | 415,653  | 654,459   | 469,101   | 625,953   | 517,137   | 406,643   | 385,258   | 516,383   | 615,828   | 574,553   | 502,540   | <b>417,056</b>   |
| Actual (MTD)                 | 368,618  | 555,622   | 398,995   | 602,341   | 466,410   | 278,641   | 327,078   | 477,464   | 523,016   | 593,390   | 405,609   | <b>366,136</b>   |
| Budgeted (YTD)               | 415,653  | 1,070,112 | 1,539,213 | 2,165,166 | 2,682,303 | 3,088,946 | 3,474,204 | 3,990,587 | 4,606,415 | 5,180,968 | 5,683,508 | <b>6,100,564</b> |
| Actual (YTD)                 | 368,618  | 924,240   | 1,323,235 | 1,925,576 | 2,391,986 | 2,670,627 | 2,997,705 | 2,475,169 | 3,998,185 | 4,591,575 | 4,997,183 | <b>5,363,319</b> |
| <b>Expenses</b>              |          |           |           |           |           |           |           |           |           |           |           |                  |
| Budgeted (MTD)               | 484,903  | 555,499   | 488,849   | 558,297   | 506,550   | 470,492   | 468,588   | 491,614   | 562,689   | 567,092   | 492,597   | <b>483,163</b>   |
| Actual (MTD)                 | 467,394  | 527,910   | 464,834   | 527,746   | 483,374   | 467,189   | 413,287   | 483,039   | 499,838   | 564,893   | 428,981   | <b>443,108</b>   |
| Budgeted (YTD)               | 484,903  | 1,041,022 | 1,529,871 | 2,088,168 | 2,594,718 | 3,065,210 | 3,533,798 | 4,025,412 | 4,588,101 | 5,155,193 | 5,647,790 | <b>6,130,953</b> |
| Actual (YTD)                 | 467,394  | 995,304   | 1,460,138 | 1,987,884 | 2,471,258 | 2,938,447 | 3,351,734 | 3,834,773 | 4,334,611 | 4,899,504 | 5,328,485 | <b>5,771,593</b> |
| <b>Revenue vs. Expenses</b>  |          |           |           |           |           |           |           |           |           |           |           |                  |
| Budgeted (MTD)               | (69,250) | 97,960    | (19,748)  | 67,656    | 10,587    | (63,849)  | (83,330)  | 24,769    | 53,139    | 7,461     | 9,943     | <b>(66,107)</b>  |
| Actual (MTD)                 | (98,776) | 27,712    | (65,839)  | 74,595    | (16,964)  | (188,548) | (86,209)  | (5,575)   | 23,178    | 28,497    | (23,373)  | <b>(76,972)</b>  |
| Budgeted (YTD)               | (69,250) | 29,090    | 9,342     | 76,998    | 87,585    | 23,736    | (59,594)  | (34,825)  | 18,314    | 25,775    | 35,718    | <b>(30,389)</b>  |
| Actual (YTD)                 | (98,776) | (71,064)  | (136,903) | (62,308)  | (79,272)  | (267,820) | (354,029) | (359,604) | (336,426) | (307,929) | (331,302) | <b>(408,274)</b> |



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

## Memo

**To:** Honorable Chairman and Trustees  
Midwest City Municipal Authority

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

**Date:** March 14<sup>th</sup> 2017

**Subject:** Discussion and consideration of declaring 43-04-06, one 1999 John Deere Zero Turn Mower from the Wastewater Department and 42-02-02, one 1987 Chevrolet S-10 VIN 1GCCS14R3H8110768 from the Water Department, surplus property and authorizing their disposal by sealed bid or auction.

The equipment listed below has been removed from service and the cost for repairs exceeds the total value. There are no other operational applications available within the City.

- (1) One (1) 1999 John Deere Zero Turn mower, equipment # 43-04-06
- (2) One (1) 1987 Chevrolet S-10, VIN 1GCCS14R3H8110768, equipment # 42-02-02

**Staff recommends approval.**

**R. Paul Streets**  
**Assistant Public Works Director**





NEW BUSINESS/  
PUBLIC DISCUSSION





HOSPITAL AUTHORITY  
AGENDA



**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA**

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

March 14, 2017 - 7:02 PM

Special Assistance requests – tcoplen@midwestcityok.org or 739-1002. (Please provide no less than 24 hours' notice) Special assistance request during a meeting call 739-1388.

A. CALL TO ORDER.

B. DISCUSSION ITEMS.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of February 28, 2017, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of accepting the Hospital Authority Investment Performance Review for the period ending December 31, 2016 and action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Hospital Authority - G. Henson)

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. EXECUTIVE SESSION.

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

E. ADJOURNMENT.



DISCUSSION ITEMS



Notice of regular meetings for staff briefings for the Midwest City Memorial Hospital Authority was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City of Midwest City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE REGULAR STAFF BRIEFING FOR  
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY**

February 28, 2017 – 6:00 p.m.

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. The following members were present: Chairman Matt Dukes; Trustees Susan Eads, Rick Dawkins, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Pat Byrne and Jeff Moore.

Chairman Dukes called the meeting to order at 6:36 p.m.

**Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for February 28, 2017.** Staff briefed the Trustees on various items on the agenda, and the Trustees sought clarification and discussed individual agenda items with staff.

Councilmember Reed left the meeting at 6:44 p.m. and returned at 6:45 p.m.

Chairman Dukes closed the meeting at 6:46 p.m.

ATTEST:

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

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

Notice of regular Midwest City Memorial Hospital Authority meetings was filed for the calendar year with the City Clerk of Midwest City and copies of the agenda for this meeting were posted at City Hall and on the City of Midwest City's website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE REGULAR MIDWEST CITY  
MEMORIAL HOSPITAL AUTHORITY MEETING**

February 28, 2017 - 7:02 p.m.

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Susan Eads, Rick Dawkins, Sean Reed, and Christine Allen; and Secretary Sara Hancock. Absent: Pat Byrne and Jeff Moore. Chairman Dukes called the meeting to order at 7:48 p.m.

**Discussion Item.**

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meeting of February 14, 2017, as submitted.** Motion was made by Dawkins, seconded by Eads, to approve the minutes, as submitted. Voting aye: Eads, Dawkins, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Byrne and Moore. Motion carried.
2. **Discussion and consideration of approving the First Amendment to the December 22, 2016 Preliminary Development Agreement with Sooner Investment, Inc., in an amount not to exceed \$75,000 for civil engineering and design activities relative to the Warren Theatre; and in amount not to exceed \$40,301 for environmental activities associated with the removal and closure of underground storage tanks for the redevelopment of the land near the northeast corner of Sooner Rd. and SE 15th Street.** Motion was made by Dawkins, seconded by Eads, to approve the First Amendment to the Preliminary Development Agreement with Sooner Investment, Inc., as submitted. Voting aye: Eads, Dawkins, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Byrne and Moore. Motion carried.
3. **Discussion and consideration following the Midwest City Memorial Hospital Authority Trust Board of Grantors' recommendation for approval and authorizing distribution of the following grant awards totaling \$450,000.00 for the 2016-17 fiscal year: \$209,956 to the MWC Chamber of Commerce for "MWC/Tinker 75th Anniversaries"; \$75,000 to Friends of the OK History Center for "MWC Historic C-47 Exhibit"; \$25,000 to Divine Wisdom Worship Center for one van; \$21,304 to Mid-Del Public Schools for a John Deer Gator; \$20,000 to MWC Parks & Rec. for "Shuttle Golf Cars"; \$18,500 to MWC Community Development for "Changeable Message Sign"; \$16,000 to MWC Park & Rec. for "Mid-America Park Master Plan Proposal"; \$15,000 to Rose State College Foundation, Inc. for "MWC Heritage Day"; \$10,000 to MWC Kiwanis Club for "Light the Park"; \$10,000 to MWC Park & Rec. for "Blue lights for Lions Park"; \$10,000 to The Eden Clinic, Inc. for "Pregnancy and Wellness"; \$9,450 to Rose State College for "OK Business Conference"; and \$9,790 to the MWC Fire Department for "Equipment upgrades" from the current application, along with granting them permission to change the use of the \$50,210 from their previous year grant funds to be used at their discretion per the identified items in their attached memo.** After much discussion regarding the grant evaluation process, a motion was made by Dawkins, seconded by Eads, to approve the recommendations, as submitted. Voting aye: Eads, Dawkins, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Byrne and Moore. Motion carried.

4. **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 taken.

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

**Adjournment.** There being no further business, Chairman Dukes adjourned the meeting at 8:09 p.m.

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MATTHEW D. DUKES, II, Chairman

ATTEST:

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SARA HANCOCK, Secretary



## **Midwest City Memorial Hospital Authority**

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Midwest City, Oklahoma 73110  
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J. Guy Henson  
*General Manager/  
Administrator*

*Trustees*  
Matt Dukes  
Susan Eads  
Pat Byrne  
Rick Dawkins  
Sean Reed  
Christine Allen  
Jeff Moore

*Board of Grantors*  
Sherry Beard  
John Cauffiel  
Marcia Conner  
Pam Dimski  
Dara McGlamery  
Joyce Jackson  
Charles McDade  
Nancy Rice  
Sheila Rose

### **MEMORANDUM**

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: March 14, 2017

SUBJECT: Discussion and consideration of accepting the Hospital Authority Investment Performance Review for the period ending December 31, 2016 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  
DECEMBER 31, 2016**

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
COMPOSITE VS. POLICY PORTFOLIO  
PERIODS ENDING 12-31-16**

|                      | QTR    |      | YTD    |      | 1 Year |      | 3 Years |      |
|----------------------|--------|------|--------|------|--------|------|---------|------|
|                      | Return | Rank | Return | Rank | Return | Rank | Return  | Rank |
| Total Fund Composite | 1.77   | 51   | 7.84   | 54   | 7.84   | 54   | 5.32    | 26   |
| Policy Portfolio*    | 1.33   | 57   | 6.78   | 63   | 6.78   | 63   | 4.86    | 35   |

|                      | 5 Years |      | 10 Years |      | From 12-31-96 |      | From 9-30-96 |      |
|----------------------|---------|------|----------|------|---------------|------|--------------|------|
|                      | Return  | Rank | Return   | Rank | Return        | Rank | Return       | Rank |
| Total Fund Composite | 10.11   | 34   | 5.40     | 39   | 7.17          | 31   | 7.32         | 33   |
| Policy Portfolio*    | 9.63    | 45   | 5.25     | 44   | 6.73          | 42   | 6.95         | 42   |

\* 60% S&P 500, 30% BARCLAYS CAPITAL AGG, 10% MSCI EAFE

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

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
RETURN SUMMARY  
PERCENTILE RANKS  
PERIODS ENDING 12-31-16**

|  | QTR          |           | YTD          |           | 1 Year       |           | 3 Years      |           | 5 Years      |           | 10 Years    |           | From 12-31-96 |           |
|--|--------------|-----------|--------------|-----------|--------------|-----------|--------------|-----------|--------------|-----------|-------------|-----------|---------------|-----------|
|  | Return       | Rank      | Return       | Rank      | Return       | Rank      | Return       | Rank      | Return       | Rank      | Return      | Rank      | Return        | Rank      |
| <b>Vs. 100% Equity Universe</b>        |              |           |              |           |              |           |              |           |              |           |             |           |               |           |
| <b>Total Equity</b>                    | <b>3.59</b>  | <b>59</b> | <b>11.16</b> | <b>56</b> | <b>11.16</b> | <b>56</b> | <b>8.04</b>  | <b>22</b> | <b>14.32</b> | <b>30</b> | <b>6.39</b> | <b>56</b> | <b>7.18</b>   | <b>67</b> |
| Active - Equity                        | 3.26         | 62        | 10.34        | 60        | 10.34        | 60        | 7.38         | 34        | 14.27        | 32        | 5.45        | 79        | 6.41          | 82        |
| Passive - Equity                       | 3.81         | 55        | 11.93        | 49        | 11.93        | 49        | 8.66         | 12        | 14.51        | 26        | 7.03        | 39        | 7.66          | 55        |
| S&P 500                                | 3.82         | 55        | 11.96        | 49        | 11.96        | 49        | 8.87         | 9         | 14.66        | 23        | 6.95        | 41        | 7.68          | 54        |
|  |              |           |              |           |              |           |              |           |              |           |             |           |               |           |
| <b>Vs. 100% Fixed Income Universe</b>  |              |           |              |           |              |           |              |           |              |           |             |           |               |           |
| <b>Total Fixed Income</b>              | <b>-3.12</b> | <b>92</b> | <b>2.49</b>  | <b>62</b> | <b>2.49</b>  | <b>62</b> | <b>2.99</b>  | <b>27</b> | <b>2.26</b>  | <b>51</b> | <b>4.40</b> | <b>30</b> | <b>5.27</b>   | <b>21</b> |
| Active - Fixed                         | -3.29        | 95        | 2.29         | 66        | 2.29         | 66        | 2.86         | 31        | 2.24         | 51        | 4.60        | 25        | 5.42          | 17        |
| Passive - Fixed                        | -3.01        | 89        | 2.70         | 59        | 2.70         | 59        | 3.15         | 22        | 2.34         | 50        | 4.45        | 29        | 5.27          | 21        |
| BC Aggregate                           | -2.98        | 89        | 2.65         | 59        | 2.65         | 59        | 3.03         | 26        | 2.23         | 52        | 4.34        | 32        | 5.29          | 20        |
| BC G/C                                 | -3.39        | 96        | 3.05         | 52        | 3.05         | 52        | 3.04         | 26        | 2.29         | 51        | 4.40        | 30        | 5.32          | 19        |
| 90 Day US T-Bill                       | 0.08         | 23        | 0.27         | 96        | 0.27         | 96        | 0.11         | 96        | 0.09         | 95        | 0.73        | 98        | 2.19          | 99        |
|  |              |           |              |           |              |           |              |           |              |           |             |           |               |           |
| <b>Vs. 100% International Universe</b> |              |           |              |           |              |           |              |           |              |           |             |           |               |           |
| <b>Total International</b>             | <b>-2.36</b> | <b>55</b> | <b>1.17</b>  | <b>59</b> | <b>1.17</b>  | <b>59</b> | <b>-1.75</b> | <b>68</b> | <b>6.20</b>  | <b>66</b> | <b>1.45</b> | <b>57</b> | <b>4.68</b>   | <b>70</b> |
| Active - International                 | -5.58        | 82        | 1.59         | 56        | 1.59         | 56        | -1.91        | 71        | 5.74         | 74        | 2.02        | 50        | 5.02          | 64        |
| Passive - International                | -0.69        | 33        | 1.11         | 60        | 1.11         | 60        | -1.50        | 64        | 6.67         | 57        | 0.89        | 68        | 4.33          | 75        |
| MSCI-EAFE                              | -0.71        | 33        | 1.00         | 61        | 1.00         | 61        | -1.60        | 65        | 6.53         | 59        | 0.75        | 71        | 4.17          | 79        |
|  |              |           |              |           |              |           |              |           |              |           |             |           |               |           |

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
RETURN SUMMARY  
PERIODS ENDING 12-31-16**

|  | QTR          |           | YTD         |           | 1 Year      |           | 3 Years      |           | 5 Years     |           | 10 Years    |           | Fr 12-31-96 |             |
|--|--------------|-----------|-------------|-----------|-------------|-----------|--------------|-----------|-------------|-----------|-------------|-----------|-------------|-------------|
|  | Return       | Rank      | Return      | Rank      | Return      | Rank      | Return       | Rank      | Return      | Rank      | Return      | Rank      | Return      | Rank        |
| <b>Vs. 100% Equity Universe</b>        |              |           |             |           |             |           |              |           |             |           |             |           |             |             |
| <b>Growth Funds</b>                    |              |           |             |           |             |           |              |           |             |           |             |           |             |             |
| Harbor Capital Appreciation            | -1.94        | 94        | -1.07       | 97        | -1.07       | 97        | 6.48         | 51        | *13.54      | *37       | (12/31/12)  | --        | --          | --          |
| T. Rowe Price New America              | -0.24        | 86        | 1.40        | 92        | 1.40        | 92        | 6.48         | 51        | *13.56      | *37       | (12/31/12)  | --        | --          | --          |
| S&P 500                                | 3.82         | 55        | 11.96       | 49        | 11.96       | 49        | 8.87         | 9         | *14.33      | *20       | (12/31/12)  | --        | --          | --          |
| <b>Vs. 100% Equity Universe</b>        |              |           |             |           |             |           |              |           |             |           |             |           |             |             |
| Vanguard Mid Cap Growth                | 0.71         | 81        | 0.44        | 94        | 0.44        | 94        | 3.72         | 81        | 11.44       | 80        | 7.52        | 28        | *8.33       | *31 (12/03) |
| S&P 500                                | 3.82         | 55        | 11.96       | 49        | 11.96       | 49        | 8.87         | 33        | 14.66       | 23        | 6.95        | 41        | *7.74       | *48 (12/03) |
| PrimeCap Odyssey Agg. Growth           | 1.80         | 74        | 11.73       | 51        | 11.73       | 51        | 10.84        | 1         | *20.51      | *1        | (12/31/12)  | --        | --          | --          |
| S&P 500                                | 3.82         | 55        | 11.96       | 49        | 11.96       | 49        | 8.87         | 9         | *14.33      | *20       | (12/31/12)  | --        | --          | --          |
| <b>Vs. 100% Equity Universe</b>        |              |           |             |           |             |           |              |           |             |           |             |           |             |             |
| <b>Value Funds</b>                     |              |           |             |           |             |           |              |           |             |           |             |           |             |             |
| Dodge & Cox Stock                      | 10.71        | 10        | 21.28       | 13        | 21.28       | 13        | 8.55         | 14        | 17.01       | 2         | *18.49      | *6        | (9/30/11)   | --          |
| S&P 500                                | 3.82         | 55        | 11.96       | 49        | 11.96       | 49        | 8.87         | 9         | 14.66       | 23        | *16.35      | *26       | (9/30/11)   | --          |
| Vanguard Equity Income                 | 4.79         | 46        | 14.82       | 36        | 14.82       | 36        | 8.85         | 9         | *13.84      | *31       | (12/31/12)  | --        | --          | --          |
| S&P 500                                | 3.82         | 55        | 11.96       | 49        | 11.96       | 49        | 8.87         | 9         | *14.33      | *20       | (12/31/12)  | --        | --          | --          |
| <b>Vs. 100% Fixed Income Universe</b>  |              |           |             |           |             |           |              |           |             |           |             |           |             |             |
| <b>Active Fixed Income Composite</b>   | <b>-3.29</b> | <b>95</b> | <b>2.29</b> | <b>66</b> | <b>2.29</b> | <b>66</b> | <b>2.86</b>  | <b>31</b> | <b>2.24</b> | <b>51</b> | <b>4.60</b> | <b>25</b> | <b>5.42</b> | <b>17</b>   |
| Vanguard Short Term Inv. Grade         | -0.82        | 41        | 2.82        | 56        | 2.82        | 56        | 1.94         | 58        | 2.29        | 51        | *2.28       | *52       | (9/30/11)   | --          |
| Vanguard Short Term Treasury           | -0.58        | 38        | 1.18        | 85        | 1.18        | 85        | 0.85         | 83        | 0.67        | 85        | *0.70       | *87       | (9/30/11)   | --          |
| BC Aggregate                           | -2.98        | 89        | 2.65        | 59        | 2.65        | 59        | 3.03         | 26        | 2.23        | 52        | *2.34       | *51       | (9/30/11)   | --          |
| Vanguard Int.Term Inv. Grade           | -2.99        | 89        | 3.83        | 42        | 3.83        | 42        | 3.71         | 12        | 3.72        | 23        | 5.27        | 12        | *4.91       | *15 (12/03) |
| BC Aggregate                           | -2.98        | 89        | 2.65        | 59        | 2.65        | 59        | 3.03         | 26        | 2.23        | 52        | 4.34        | 32        | *4.19       | *33 (12/03) |
| Vanguard Int.Term Treasury             | -3.39        | 96        | 1.29        | 83        | 1.29        | 83        | 2.43         | 44        | 1.39        | 71        | 4.53        | 27        | *5.42       | *21 (12/99) |
| Vanguard Long Term Treasury            | -12.05       | 99        | 1.29        | 83        | 1.29        | 83        | 7.78         | 1         | 2.45        | 47        | 6.53        | 2         | *7.27       | *2 (12/99)  |
| BC Aggregate                           | -2.98        | 89        | 2.65        | 59        | 2.65        | 59        | 3.03         | 26        | 2.23        | 52        | 4.34        | 32        | *5.21       | *27 (12/99) |
| BC G/C                                 | -3.39        | 96        | 3.05        | 52        | 3.05        | 52        | 3.04         | 26        | 2.29        | 51        | 4.40        | 30        | 5.32        | 19          |
| Average Fixed Income Fund              | -1.24        | 47        | 4.06        | 39        | 4.06        | 39        | 2.27         | 48        | 2.51        | 46        | 3.71        | 52        | 4.44        | 52          |
| <b>Vs. 100% International Universe</b> |              |           |             |           |             |           |              |           |             |           |             |           |             |             |
| <b>International Funds Composite</b>   | <b>-5.58</b> | <b>84</b> | <b>1.59</b> | <b>56</b> | <b>1.59</b> | <b>56</b> | <b>-1.91</b> | <b>71</b> | <b>5.74</b> | <b>74</b> | <b>2.02</b> | <b>50</b> | <b>5.02</b> | <b>64</b>   |
| Vanguard International Growth          | -6.70        | 88        | 1.84        | 54        | 1.84        | 54        | -1.45        | 63        | 7.21        | 48        | 2.58        | 41        | 5.33        | 56          |
| MFS International                      | -5.59        | 82        | 2.64        | 48        | 2.64        | 48        | -0.77        | 53        | 5.89        | 72        | 2.84        | 37        | *5.12       | *29 (9/05)  |
| MSCI-EAFE                              | -0.71        | 33        | 1.00        | 61        | 1.00        | 61        | -1.60        | 65        | 6.53        | 59        | 0.75        | 71        | *3.15       | *69 (9/05)  |
| Harbor International Inst.             | -4.29        | 73        | 0.25        | 68        | 0.25        | 68        | -3.50        | 88        | 4.88        | 85.00     | *3.88       | *68       | (9/30/08)   | --          |
| MSCI-EAFE                              | -0.71        | 33        | 1.00        | 61        | 1.00        | 61        | -1.60        | 65        | 6.53        | 59        | *3.89       | *68       | (9/30/08)   | --          |
| MSCI-EAFE                              | -0.71        | 33        | 1.00        | 61        | 1.00        | 61        | -1.60        | 65        | 6.53        | 59        | 0.75        | 71        | 4.17        | 79          |
| Average International Fund             | -2.12        | 52        | 3.03        | 46        | 3.03        | 46        | -0.07        | 45        | 7.33        | 46        | 2.08        | 48        | 5.67        | 48          |

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY**  
**RETURN SUMMARY**  
**PERIODS ENDING 12-31-16**  
**UNIVERSES BETA ADJUSTED**

|   | QTR    |      | YTD    |      | 1 Year |      | 3 Year |      | 5 Year |      | 10 Year    |      | From 12-31-03 |             |
|---|--------|------|--------|------|--------|------|--------|------|--------|------|------------|------|---------------|-------------|
|   | Return | Rank | Return | Rank | Return | Rank | Return | Rank | Return | Rank | Return     | Rank | Return        | Rank        |
| <b>Vs. 100% Large Cap Growth Universe (Hi-Beta)</b> |        |      |        |      |        |      |        |      |        |      |            |      |               |             |
| Harbor Capital Appreciation                         | -1.94  | 71   | -1.07  | 83   | -1.07  | 83   | 6.48   | 33   | *13.54 | *24  | (12/31/12) | --   | --            | --          |
| Russell 1000 Growth                                 | 1.01   | 29   | 7.08   | 22   | 7.08   | 22   | 8.55   | 9    | *14.31 | *12  | (12/31/12) | --   | --            | --          |
| Average Large Cap Growth                            | 0.28   | 37   | 4.90   | 38   | 4.90   | 38   | 5.75   | 49   | *12.09 | *58  | (12/31/12) | --   | --            | --          |
| <b>Vs. 100% Large Cap Growth Universe (Hi-Beta)</b> |        |      |        |      |        |      |        |      |        |      |            |      |               |             |
| T. Rowe Price New America                           | -0.24  | 44   | 1.40   | 63   | 1.40   | 63   | 6.48   | 33   | *13.56 | *23  | (12/31/12) | --   | --            | --          |
| Russell 1000 Growth                                 | 1.01   | 29   | 7.08   | 22   | 7.08   | 22   | 8.55   | 9    | *14.31 | *12  | (12/31/12) | --   | --            | --          |
| Average Large Cap Growth                            | 0.28   | 37   | 4.90   | 38   | 4.90   | 38   | 5.75   | 49   | *12.09 | *58  | (12/31/12) | --   | --            | --          |
| <b>Vs. 100% Mid Cap Growth Universe (Mid-Beta)</b>  |        |      |        |      |        |      |        |      |        |      |            |      |               |             |
| Vanguard Mid Cap Growth                             | 0.71   | 80   | 0.44   | 97   | 0.44   | 97   | 3.72   | 70   | 11.44  | 80   | 7.52       | 59   | *8.33         | *69 (12/03) |
| Russell Mid Growth                                  | 0.46   | 81   | 7.33   | 78   | 7.33   | 78   | 6.23   | 42   | 13.51  | 50   | 7.83       | 49   | *8.94         | *43 (12/03) |
| Average Mid Cap Growth                              | 5.09   | 51   | 14.11  | 52   | 14.11  | 52   | 5.09   | 58   | 12.83  | 54   | 7.24       | 64   | *8.37         | *67 (12/03) |
| <b>Vs. 100% Mid Cap Growth Universe (Hi-Beta)</b>   |        |      |        |      |        |      |        |      |        |      |            |      |               |             |
| PrimeCap Odyssey Agg. Growth                        | 1.80   | 67   | 11.73  | 45   | 11.73  | 45   | 10.84  | 1    | *20.51 | *1   | (12/31/12) | --   | --            | --          |
| Russell Mid Growth                                  | 0.46   | 80   | 7.33   | 63   | 7.33   | 63   | 6.23   | 19   | *12.94 | *37  | (12/31/12) | --   | --            | --          |
| Average Mid Cap Growth                              | 5.09   | 41   | 14.11  | 34   | 14.11  | 34   | 5.09   | 33   | *12.47 | *45  | (12/31/12) | --   | --            | --          |
| <b>Vs. 100% Large Cap Value Universe (Hi-Beta)</b>  |        |      |        |      |        |      |        |      |        |      |            |      |               |             |
| Dodge & Cox Stock                                   | 10.71  | 7    | 21.28  | 8    | 21.28  | 8    | 8.55   | 9    | 17.01  | 3    | *18.49     | *9   | (9/30/11)     | --          |
| Russell 1000 Value                                  | 6.68   | 54   | 17.34  | 33   | 17.34  | 33   | 8.59   | 8    | 14.80  | 28   | *16.74     | *23  | (9/30/11)     | --          |
| Average Large Cap Value                             | 5.74   | 68   | 13.35  | 57   | 13.35  | 57   | 6.87   | 50   | 13.52  | 65   | *15.27     | *67  | (9/30/11)     | --          |
| <b>Vs. 100% Large Cap Value Universe (Lo-Beta)</b>  |        |      |        |      |        |      |        |      |        |      |            |      |               |             |
| Vanguard Equity Income                              | 4.79   | 54   | 14.82  | 32   | 14.82  | 32   | 8.85   | 13   | *13.84 | *26  | (12/31/12) | --   | --            | --          |
| Russell 1000 Value                                  | 6.68   | 25   | 17.34  | 9    | 17.34  | 9    | 8.59   | 18   | *14.13 | *18  | (12/31/12) | --   | --            | --          |
| Average Large Cap Value                             | 5.74   | 44   | 13.35  | 45   | 13.35  | 45   | 6.87   | 56   | *12.93 | *50  | (12/31/12) | --   | --            | --          |

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
PERIODS ENDING 12-31-16**

**MIDWEST CITY COMPOSITE VS. POLICY PORTFOLIO**

|                           | 1 Year | 3 Years | 5 Years | 10 Years | From<br>9-30-96 |
|---------------------------|--------|---------|---------|----------|-----------------|
| Alpha                     | 0.34   | 0.12    | 0.12    | 0.05     | 0.09            |
| Beta                      | 1.33   | 1.06    | 1.03    | 1.02     | 1.00            |
| R - squared               | 0.93   | 0.99    | 0.99    | 0.99     | 0.98            |
| STD for Composite         | 2.58   | 5.91    | 7.44    | 12.23    | 11.87           |
| STD for Policy Portfolio* | 1.86   | 5.53    | 7.18    | 11.96    | 11.77           |

\* 60% S&P 500, 30% BARCLAYS CAPITAL AGG, 10% MSCI EAFE

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

|                   | 1 Year | 3 Years | 5 Years | 10 Years | From<br>9-30-96 |
|-------------------|--------|---------|---------|----------|-----------------|
| Alpha             | -1.28  | -0.91   | -1.10   | -0.55    | -0.35           |
| Beta              | 1.00   | 0.87    | 0.80    | 0.74     | 0.70            |
| R - squared       | 0.65   | 0.92    | 0.92    | 0.96     | 0.95            |
| STD for Composite | 2.58   | 5.91    | 7.44    | 12.23    | 11.87           |
| STD for S&P 500   | 2.08   | 66.52   | 8.89    | 16.14    | 16.66           |

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
ASSET ALLOCATION  
PERIOD ENDED 12-31-16**

|                               | Domestic<br>Equity | Foreign<br>Equity | US Bond           | Cash             | Total             | Percent<br>of Total | Target       | Range               |
|-------------------------------|--------------------|-------------------|-------------------|------------------|-------------------|---------------------|--------------|---------------------|
| Blackrock Equity Index        | 34,043,416         |                   |                   |                  | 34,043,416        | 44.1%               |              |                     |
| Harbor Capital Appreciation   | 3,064,322          |                   |                   |                  | 3,064,322         | 4.0%                |              |                     |
| T. Rowe Price New America Gr. | 2,657,344          |                   |                   |                  | 2,657,344         | 3.4%                |              |                     |
| Primecap Odyssey Agg Growth   | 3,743,008          |                   |                   |                  | 3,743,008         | 4.9%                |              |                     |
| Vanguard Mid Growth           | 2,812,406          |                   |                   |                  | 2,812,406         | 3.6%                |              |                     |
| Dodge & Cox Stock             | 4,772,400          |                   |                   |                  | 4,772,400         | 6.2%                |              |                     |
| Vanguard Equity Income        | 3,957,993          |                   |                   |                  | 3,957,993         | 5.1%                |              |                     |
| <b>TOTAL US EQUITY</b>        | <b>55,050,888</b>  |                   |                   |                  | <b>55,050,888</b> | <b>71.4%</b>        | <b>70.0%</b> | <b>20.0 - 85.0%</b> |
| Blackrock EAFE Index          |                    | 4,175,393         |                   |                  | 4,175,393         | 5.4%                |              |                     |
| Harbor Int'l Inst.            |                    | 634,402           |                   |                  | 634,402           | 0.8%                |              |                     |
| MFS International             |                    | 680,922           |                   |                  | 680,922           | 0.9%                |              |                     |
| Vanguard Int'l Growth         |                    | 696,224           |                   |                  | 696,224           | 0.9%                |              |                     |
| <b>TOTAL INTERNATIONAL</b>    |                    | <b>6,186,942</b>  |                   |                  | <b>6,186,942</b>  | <b>8.0%</b>         | <b>10.0%</b> | <b>2.5 - 30.0%</b>  |
| Blackrock US Debt Index       |                    |                   | 8,281,786         |                  | 8,281,786         | 10.7%               |              |                     |
| Vanguard Short Tm. Treas.     |                    |                   | 1,236,895         |                  | 1,236,895         | 1.6%                |              |                     |
| Vanguard Short Tm. Inv. Gr.   |                    |                   | 1,327,912         |                  | 1,327,912         | 1.7%                |              |                     |
| Vanguard Int. Tm. Treas.      |                    |                   | 535,080           |                  | 535,080           | 0.7%                |              |                     |
| Vanguard Int. Tm. Inv. Gr.    |                    |                   | 1,752,398         |                  | 1,752,398         | 2.3%                |              |                     |
| Vanguard Long Tm. Treas.      |                    |                   | 639,219           |                  | 639,219           | 0.8%                |              |                     |
| <b>TOTAL US BOND</b>          |                    |                   | <b>13,773,291</b> |                  | <b>13,773,291</b> | <b>17.9%</b>        | <b>20.0%</b> | <b>2.5 - 80.0%</b>  |
| <b>TOTAL CASH</b>             |                    |                   |                   | <b>2,128,686</b> | <b>2,128,686</b>  | <b>2.8%</b>         | <b>0.0%</b>  | <b>0.0 - 20.0%</b>  |
| <b>TOTAL</b>                  | <b>55,050,888</b>  | <b>6,186,942</b>  | <b>13,773,291</b> | <b>2,128,686</b> | <b>77,139,807</b> | <b>100.0%</b>       |              |                     |
|                               | <b>71.4%</b>       | <b>8.0%</b>       | <b>17.9%</b>      | <b>2.8%</b>      | <b>100.0%</b>     |                     |              |                     |

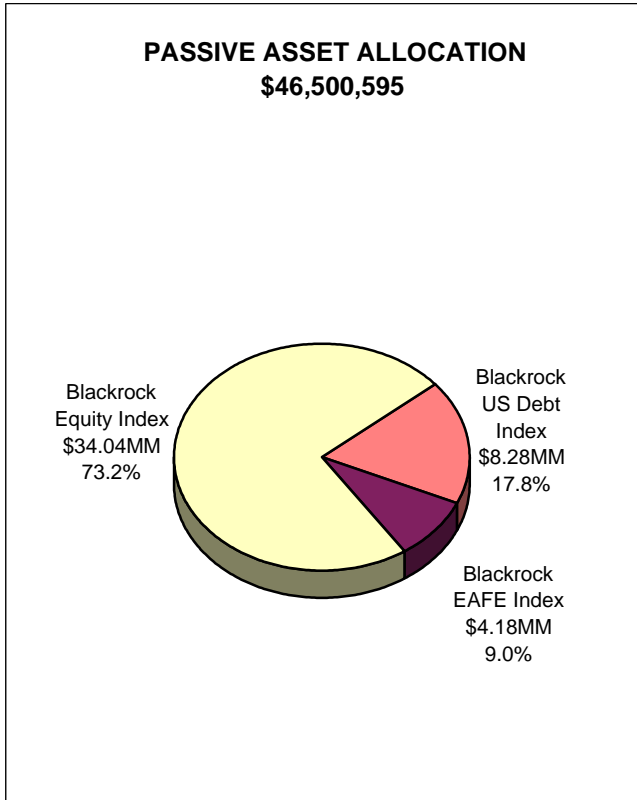
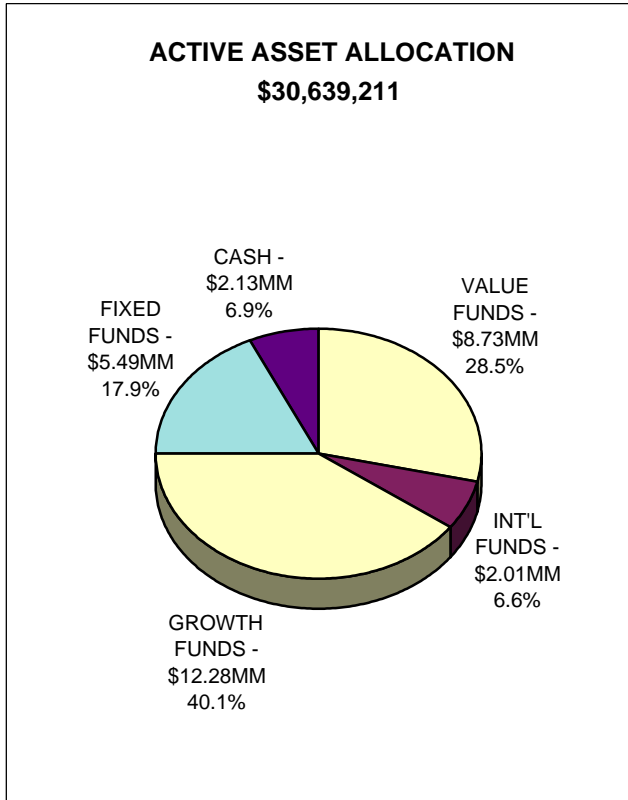
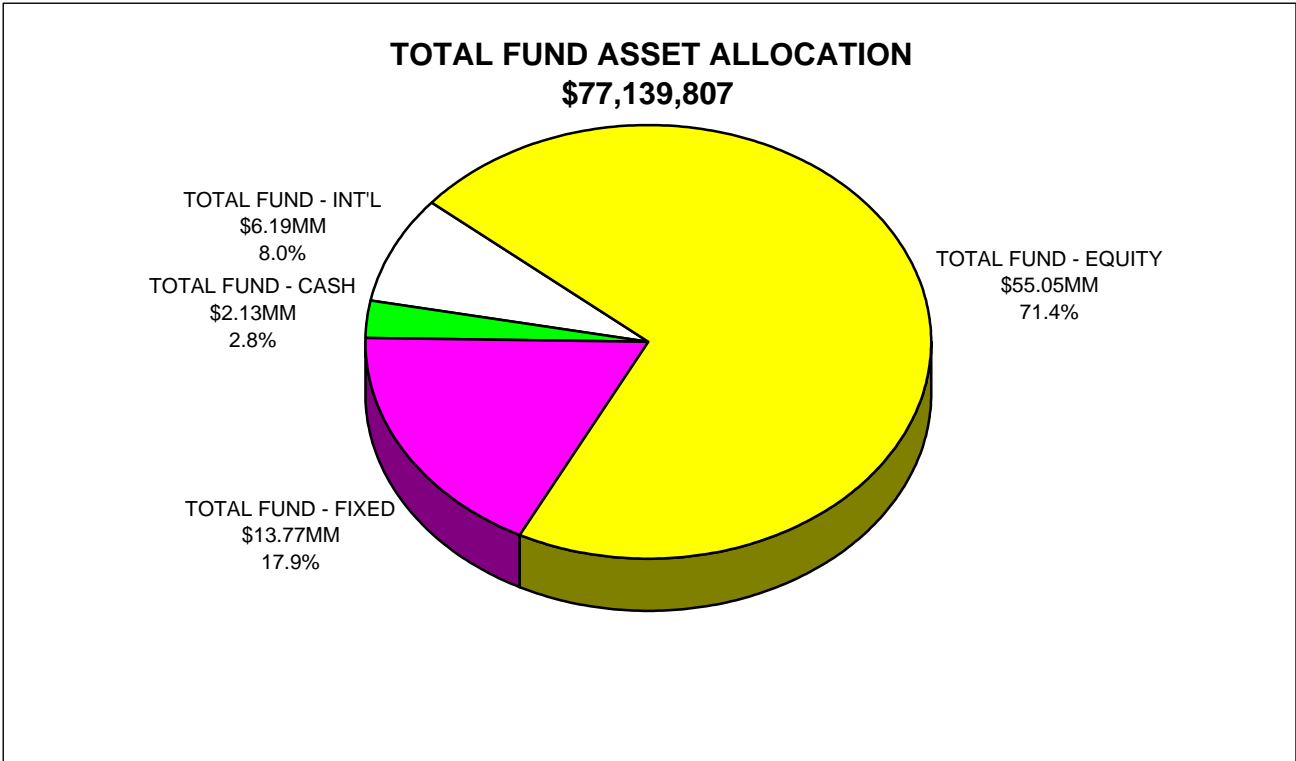
**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
PERIOD ENDED 12-31-16**

| <b>ALLOCATION CHANGE</b> |                    |                   |                   |
|--------------------------|--------------------|-------------------|-------------------|
|                          | September 30, 2016 | December 31, 2016 | Change            |
| Domestic Equity          | 53,207,536         | 55,050,888        | 1,843,352         |
| Foreign Equity           | 6,367,292          | 6,186,942         | -180,351          |
| Domestic Bond            | 14,217,025         | 13,773,291        | -443,734          |
| Cash                     | 5,538,067          | 2,128,686         | -3,409,381        |
| <b>TOTAL FUND</b>        | <b>79,329,920</b>  | <b>77,139,807</b> | <b>-2,190,113</b> |

| <b>ACTUAL vs. POLICY PORTFOLIO</b> |                   |                   |                  |
|------------------------------------|-------------------|-------------------|------------------|
|                                    | Actual Allocation | Policy Allocation | Allocation Range |
| Domestic Equity                    | 71.4%             | 60.0%             | 20 - 85%         |
| Foreign Equity                     | 8.0%              | 10.0%             | 2.5 - 30%        |
| Domestic Bond                      | 17.9%             | 30.0%             | 2.5 - 80%        |
| Cash                               | 2.8%              | 0.0%              | 0 - 20%          |

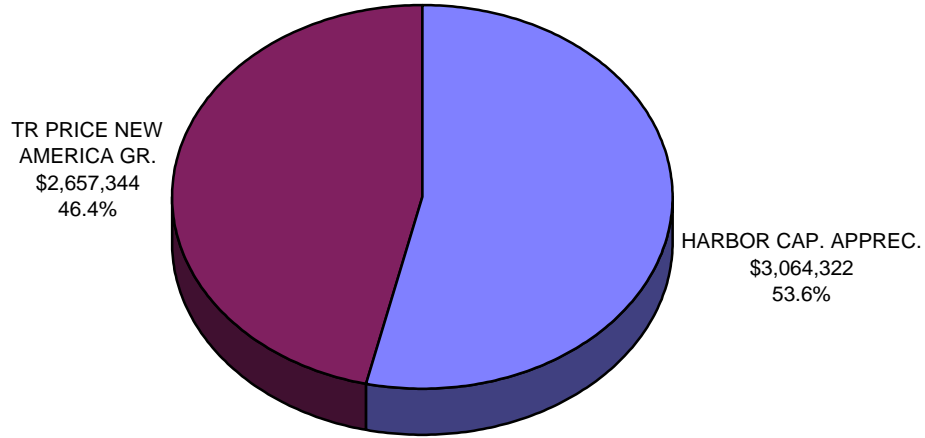


**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
ASSET ALLOCATION  
PERIOD ENDED 12-31-16**

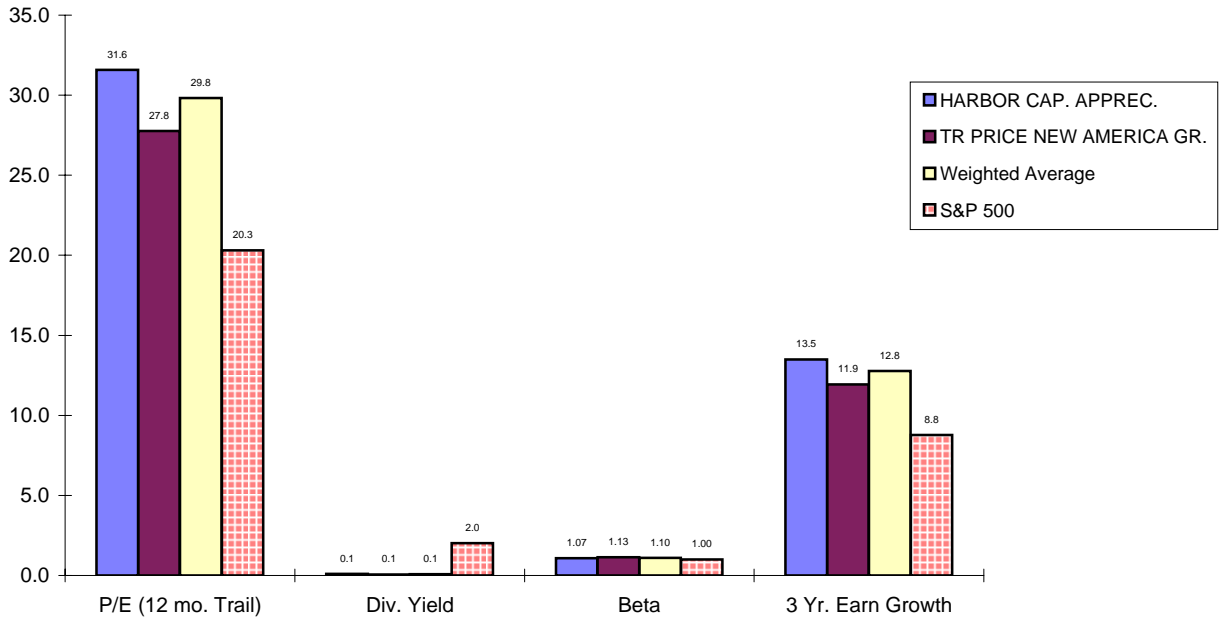


**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY**  
**PERIOD ENDED 12-31-16**

**LARGE GROWTH FUNDS COMPOSITE ASSET ALLOCATION**  
**\$5,721,666**

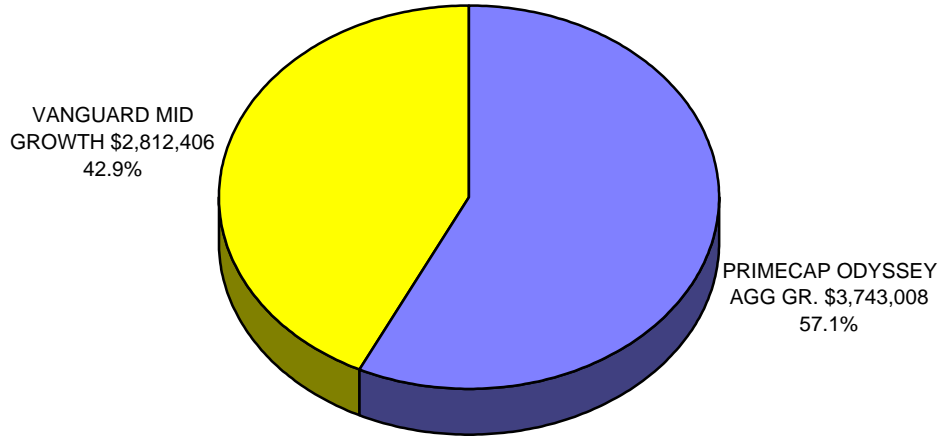


**LARGE GROWTH EQUITY CHARACTERISTICS v. S&P 500**

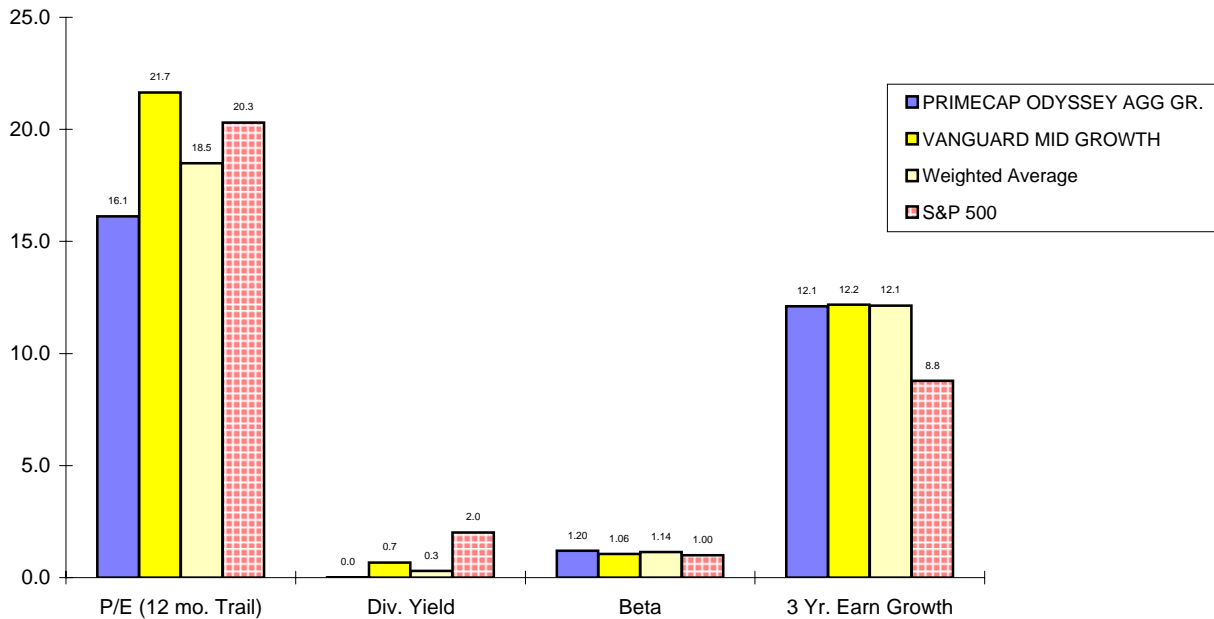


**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY**  
**PERIODS ENDED 12-31-16**

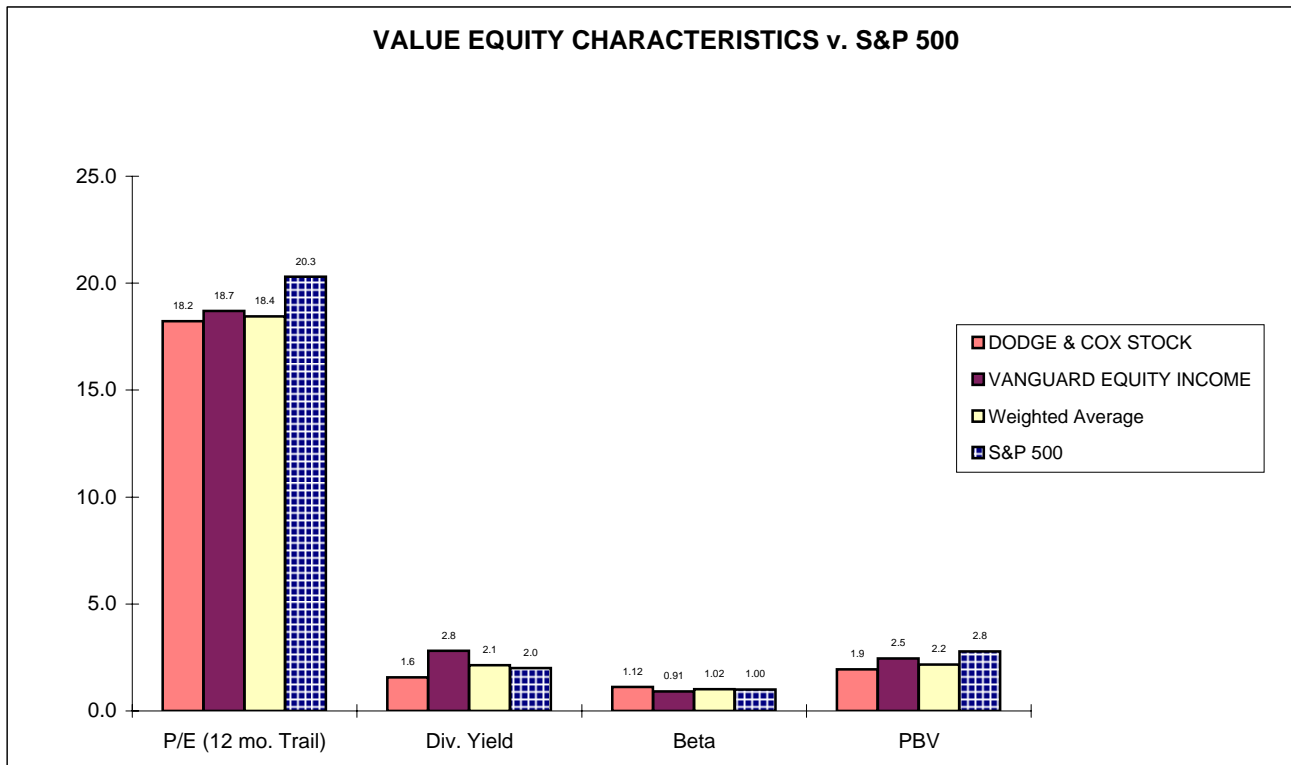
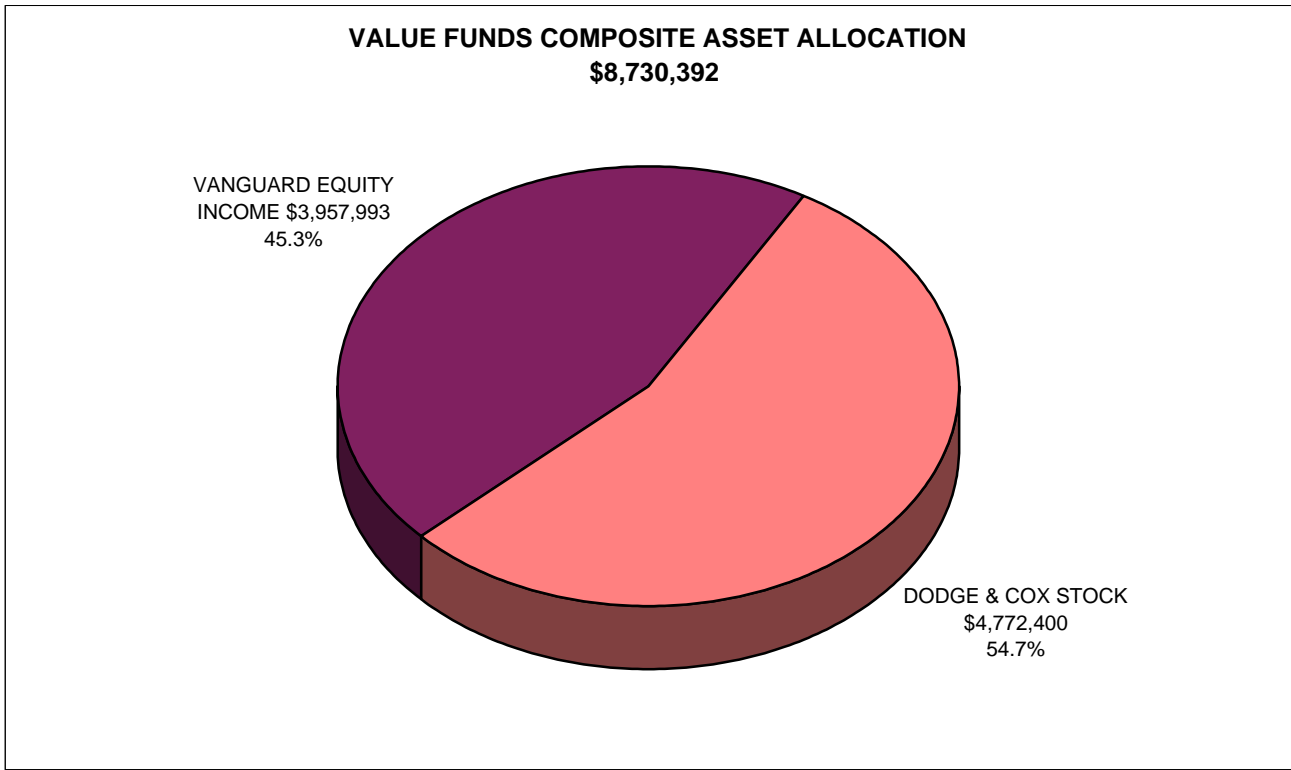
**MID GROWTH FUNDS COMPOSITE ASSET ALLOCATION**  
**\$6,555,414**



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

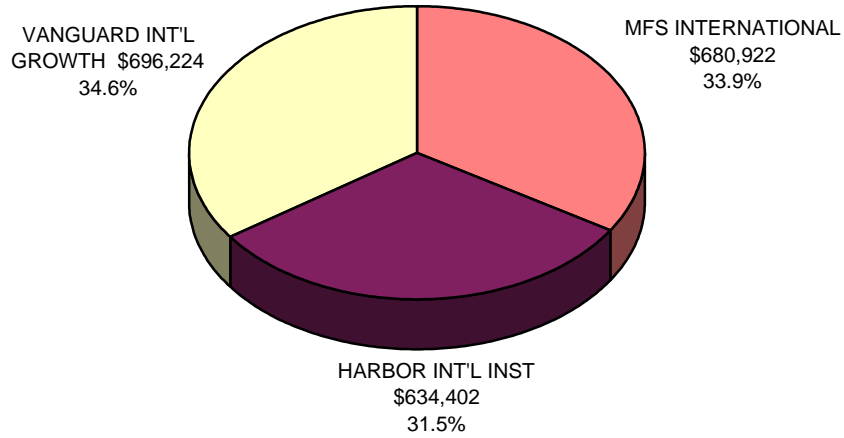


**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY**  
**PERIOD ENDED 12-31-16**

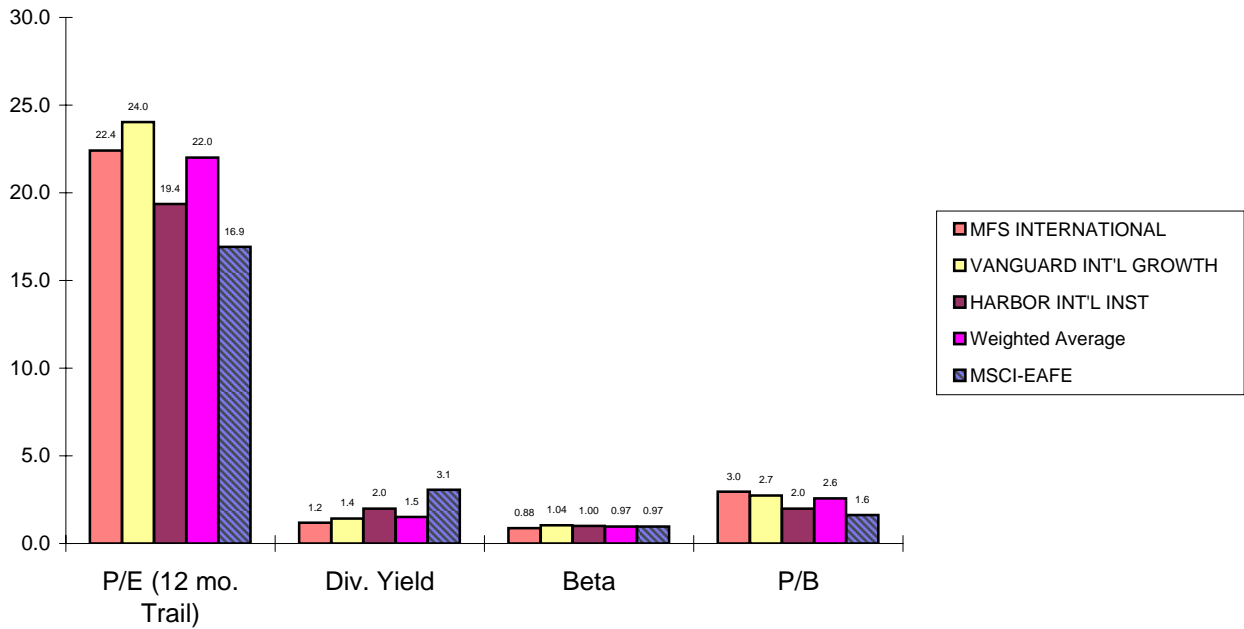


**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
PERIOD ENDED 12-31-16**

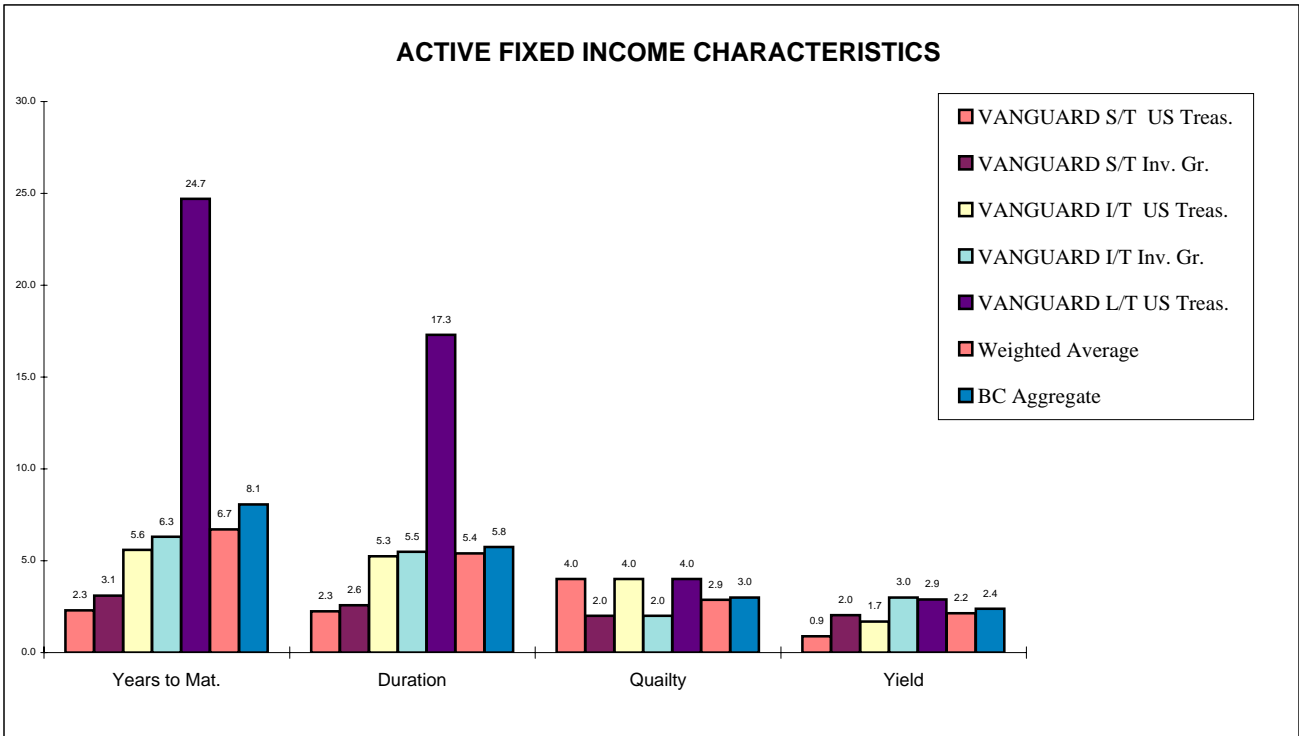
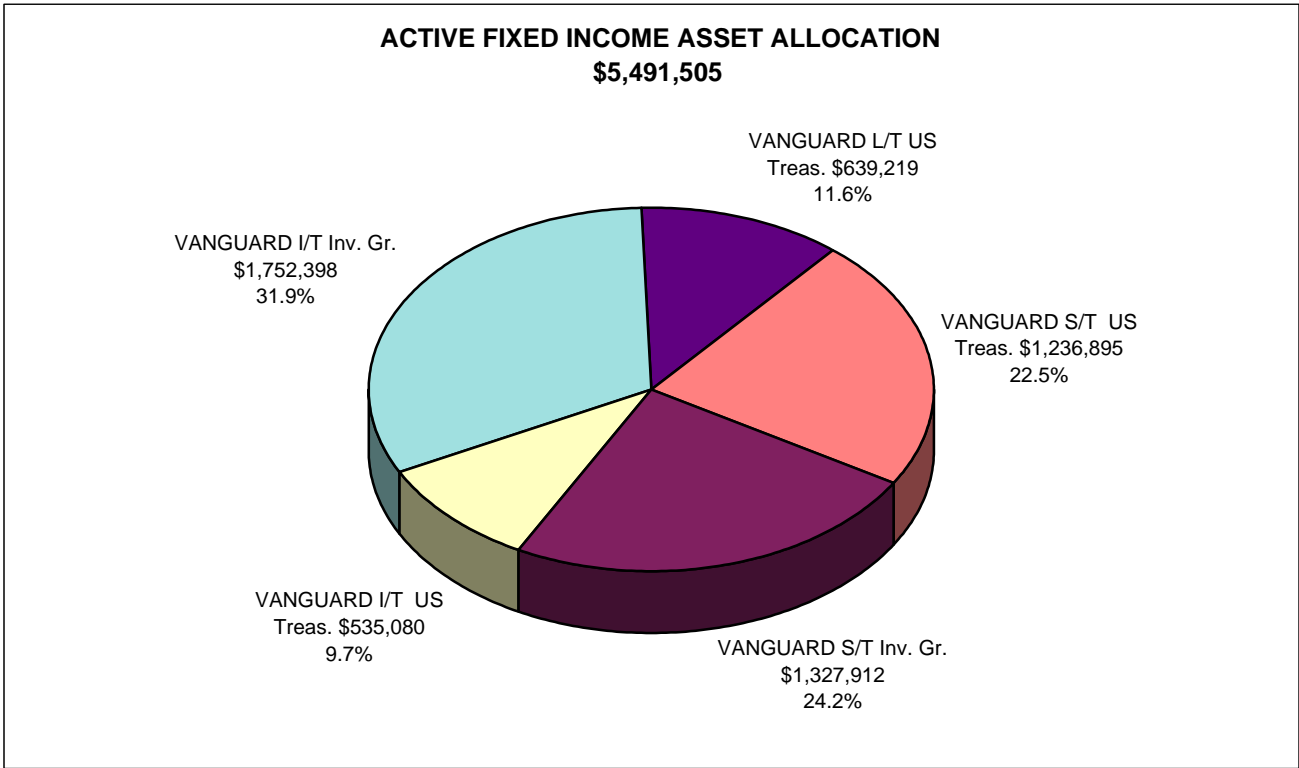
**INTERNATIONAL FUNDS COMPOSITE ASSET ALLOCATION  
\$2,011,548**



**INTERNATIONAL EQUITY CHARACTERISTICS**



**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY  
PERIOD ENDED 12-31-16**



Midwest City Memorial Hospital Authority

Market Value of Fund Plus Real Estate Investments

|              | Begin MV   | Contributions     | Gains/(Losses)    | PERIOD<br>Distributions<br>For Real Estate<br>Investments | PERIOD<br>Real Estate<br>Sales | Investment<br>End of Period | % ROR   | NET<br>Distributions/Sales<br>For Real Estate<br>Investments | Total MV<br>Including<br>Real Estate |
|--------------|------------|-------------------|-------------------|---|--------------------------------|-----------------------------|---------|--|--------------------------------------|
| 1996         | 0.00       | 40,000,000        | 1,894,724         |   |                                | 41,894,724                  | 5.00    |  | 41,894,724                           |
| 1997         | 41,894,724 | 6,500,000         | 9,149,906         |   |                                | 57,544,631                  | 21.43   |  | 57,544,631                           |
| 1998         | 57,544,631 |                   | 10,313,934        |   |                                | 67,858,566                  | 17.96   |  | 67,858,566                           |
| 1999         | 67,858,566 |                   | 9,842,497         | (892,504)   |                                | 76,808,558                  | 14.66   | 892,504  | 77,701,062                           |
| 2000         | 76,808,558 |                   | 1,255,636         | (7,530,000)   |                                | 70,534,196                  | 1.61    | 8,422,504  | 78,956,700                           |
| 2001         | 70,534,196 |                   | (3,474,570)       | (17,000,001)  | 881,724                        | 50,941,348                  | (4.96)  | 24,540,781   | 75,482,129                           |
| 2002         | 50,941,348 |                   | (6,288,441)       | (3,000,000)   |                                | 41,645,681                  | (12.42) | 27,540,781   | 69,186,462                           |
| 2003         | 41,645,681 |                   | 8,377,102         | (7,000,000)   | 2,000,000                      | 45,006,531                  | 24.06   | 32,540,781   | 77,547,312                           |
| 2004         | 45,006,531 |                   | 5,328,106         | (2,000,000)   |                                | 48,318,461                  | 12.32   | 34,540,781   | 82,859,242                           |
| 2005         | 48,318,461 |                   | 3,559,195         | (27,212,736)  | 27,006,977                     | 51,651,524                  | 5.88    | 34,746,540   | 86,398,063                           |
| 2006         | 51,651,524 |                   | 7,786,194         |   |                                | 59,433,416                  | 15.11   | 34,746,540   | 94,179,956                           |
| 2007         | 59,433,416 |                   | 4,280,658         | (3,300,000)   |                                | 60,414,074                  | 7.30    | 38,046,540   | 98,460,614                           |
| 2008         | 60,414,074 |                   | (17,021,674)      |   |                                | 43,392,400                  | (28.12) | 38,046,540   | 81,438,940                           |
| 2009         | 43,392,400 |                   | 8,759,495         |   |                                | 52,151,895                  | 21.30   | 38,046,540   | 90,198,435                           |
| 2010         | 52,151,895 |                   | 6,528,733         | (1,800,000)   |                                | 56,880,628                  | 9.32    | 39,846,540   | 96,727,168                           |
| 2011         | 56,880,628 |                   | (1,072,322)       |   |                                | 55,808,306                  | (1.79)  | 39,846,540   | 95,654,846                           |
| 2012         | 55,808,306 |                   | 7,553,650         |   |                                | 63,361,956                  | 13.60   | 39,846,540   | 103,208,496                          |
| 2013         | 63,361,956 |                   | 13,845,096        |   |                                | 77,207,052                  | 21.94   | 39,846,540   | 117,053,592                          |
| 2014         | 77,207,052 |                   | 5,844,036         | (5,650,000)   |                                | 77,401,088                  | 8.46    | 45,496,540   | 122,897,628                          |
| 2015         | 77,401,088 |                   | (143,659)         |   |                                | 77,257,429                  | (0.12)  | 45,496,540   | 122,753,969                          |
| 1q16         | 77,257,429 |                   | 312,508           |   |                                | 77,569,937                  | 0.42    | 45,496,540   | 123,066,477                          |
| 2q16         | 77,569,937 |                   | 1,139,087         |   |                                | 78,709,024                  | 1.49    | 45,496,540   | 124,205,564                          |
| 3q16         | 78,709,024 |                   | 3,020,896         | (2,400,000)   |                                | 79,329,920                  | 3.97    | 47,896,540   | 127,226,460                          |
| 4q16         | 79,329,920 |                   | 1,309,887         | (3,500,000)   |                                | 77,139,807                  | 1.77    | 51,396,540   | 128,536,347                          |
| <b>TOTAL</b> |            | <b>46,500,000</b> | <b>82,100,674</b> | <b>(81,285,240)</b>                                       | <b>29,888,701</b>              | <b>77,139,807</b>           |         | <b>51,396,540</b>  | <b>128,536,347</b>                   |

9/30/96  
INCEPTION  
ROR: 7.32%



NEW BUSINESS/  
PUBLIC DISCUSSION







EXECUTIVE SESSION





## ***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*

Matt Dukes  
Susan Eads  
Pat Byrne  
Rick Dawkins  
Sean Reed  
Christine Allen  
Jeff Moore

*Board of Grantors*

Sherry Beard  
John Cauffiel  
Marcia Conner  
Pam Dimski  
Dara McGlamery  
Joyce Jackson  
Charles McDade  
Nancy Rice  
Sheila Rose

### **MEMORANDUM**

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: March 14, 2017

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

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Appropriate information will be provided in executive session.

J. Guy Henson  
General Manager/Administrator