



MIDWEST CITY  
MEETING AGENDAS FOR  
February 28, 2017

**STAFF BRIEFING**

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

February 28, 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 February 28, 2017.



CITY COUNCIL AGENDA



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

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

February 28, 2017 – 7:00 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. OPENING BUSINESS.

- Invocation - Public Works Director, Vaughn Sullivan
- Pledge of Allegiance - JROTC Cadet Master Sergeant Benjamin Dycus Carl Albert HS
- Community-related Announcements
- OK Emergency Management Week Proclamation
- Oklahoma Municipal League's Twenty-five year Service Awards for Midwest City Employees:
  - Billy Broughton Jr. – Water
  - Deanna Canfield - Customer Service
  - Jeff Crutcher - Neighborhood Services
  - Jerry Gitthens – Police
  - Brian K. Phillips – Water
  - David Huff - Police
  - Tom Cubstead - Utility Services

C. CONSENT AGENDA. These items are placed on the Consent Agenda so that members of the City Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed on the Consent Agenda 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 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. (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) \$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. (Finance - C. Barron)
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. (Human Resources - C. Wilson)

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. (Community Development - P. Menefee)
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). (Community Development - P. Menefee)
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. (Community Development - P. Menefee)
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. (Community Development - P. Menefee)
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 and 2) approving the use of Capital Improvements (157) Fund "Projects Approved by Council" to fund this work. (Community Development - P. Menefee)
10. Discussion and consideration of approving a new slate of 2017 summer events at C. J. Johnson Central Park at Town Center. (Public Works - V. Sullivan)
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. (Community Development - P. Menefee)

D. 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. (Community Development - B. Harless)
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. (Community Development - B. Harless)

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. (Community Development - B. Harless)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. EXECUTIVE SESSION.

1. Discussion and consideration of 1) entering into executive session as allowed under 25 O.S. § 307 (B) (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. (City Manager - G. Henson)

G. FURTHER INFORMATION.

1. Minutes of the February 7, 2017 Board of Adjustment meeting (B. Harless - Community Development)
2. Minutes of the February 14, 2017 Sidewalk Committee meeting (Community Development - P. Menefee)
3. Minutes of the February 7, 2017 Planning Commission meeting (B. Harless - Community Development)

H. 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 14, 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, Pat Byrne, Rick Dawkins, \*Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

Mayor Dukes called the meeting to order at 6:03 p.m.

**DISCUSSION.** Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for February 14, 2017. Mayor Dukes introduced Jr. ROTC Cadet Andrellis William. City Manager Guy Henson introduced Mike Gibson and Jake Winkler with RSM US LLP to speak about Discussion Item one. Staff briefed the councilmembers on various items on the agenda, and asked for Consent Agenda item 5 to be pulled. The councilmembers sought clarification and discussed individual agenda items with staff.

\*Councilmember Reed left the meeting at 6:10 p.m. and returned at 6:12 p.m. Mayor Dukes closed the meeting at 6:17 p.m.

ATTEST:

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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 14, 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, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none. Mayor Dukes called the meeting to order at 7:01 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 Andrillis Williams. Mayor Dukes, City Manager Guy Henson, Public Works Director Vaughn Sullivan, and City Engineer Patrick Menefee made community-related comments and announcements.

**Consent Agenda.** Motion was made by Dawkins, seconded by Moore, to approve the items on the Consent Agenda except for item five, as submitted.

1. Discussion and consideration of approving the minutes of the January 24, 2017 special meeting and the January 24, 2017 regular staff briefing and meeting, as submitted.
2. Discussion and consideration of appointing Councilmember Pat Byrne as the second alternate replacement delegate to the Association of Central Oklahoma Governments (ACOG) Board of Directors, 9-1-1 ACOG Board of Directors, Intermodal Transportation Policy Committee, and the Garber-Wellington Association Policy Committee replacing Daniel McClure Jr., as he has resigned from Council.
3. Discussion and consideration of appointing Councilmember Rick Dawkins as an alternate to the Central Oklahoma Regional Transit Authority Task Force replacing Daniel McClure Jr., as he has resigned from Council.
4. Discussion and consideration of appointing Councilmember Susan Eads as a replacement for Daniel McClure Jr. on the Original Mile Reinvestment Committee as he has resigned from the Council.
5. **Discussion and consideration of appointing Councilmember Pat Byrne to fill Daniel McClure Jr.'s seat on the Residential Parking Review Committee as he has resigned from the Council.** **Agreement.** Motion was made by Dawkins, seconded by Byrne, to appoint Councilmember Reed as the new member of the Committee. Voting aye: Eads, Byrne, Dawkins, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Abstain: Reed. Motion carried.
6. Discussion and consideration of accepting a grant of Permanent Easement from Hari Aum L.L.C., across a certain parcel of land located within the corporate boundaries of Midwest City in Lots 1 and 2 of Kuhlman Commercial District.



7. Discussion and consideration of accepting maintenance bonds from H & H Plumbing and Utilities, Inc. in the amount of \$5,745.00, \$10,107.00, and \$19,617.46, respectively.
8. Discussion and consideration of accepting a grant of Permanent Sanitary Sewer Easement from Hudiburg Real Estate Partners L.L.C., across a certain parcel of land located within the corporate boundaries of Midwest City in the Southwest Quarter (SW/4) of Section Nine (9) Township Eleven (11) North Range Two (2) West of the Indian Meridian, in Midwest City, Oklahoma County, Oklahoma.
9. Discussion and consideration of approving and entering into an engineering contract funding agreement for Federal-aid Project Number J3-1480(046)ST, State Job Number 31480(46), with the Oklahoma Department of Transportation to receive federal funds in the amount of \$16,852.00 for the design of the Eastside (now the Midwest City) Elementary School trail extension.
10. Discussion and consideration of entering into and approving an Agreement for Professional Surveying Services with Cedar Creek, Inc. in the amount of \$8,837.75 for a Topographic Survey of Reno Avenue from Midwest Boulevard to Douglas Boulevard.
11. Discussion and consideration of approving and entering into a Sponsorship and Marketing Consulting Agreement with STAAR Solutions in the amount of \$3,000 plus sponsorship sales commissions and a \$2,500 stipend fee to MindsEye Advertising to effectively assist the City of Midwest City in achieving its goals and initiatives for the 2017 Star Spangled Salute Air Show.
12. Discussion and consideration of approving and entering into the National Museum of the United States Air Force Static Display Program 2017 Loan Agreement, SDA0241 with the United States of America, represented by the National Museum of the United States Air Force, for the T-38A 61-0817 aircraft on static display in Bicentennial Park for the period from April 1, 2017 through March 31, 2018.
13. Discussion and consideration of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid.

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

### **Discussion Items.**

1. **Discussion and consideration of accepting the financial audit of the City of Midwest City as of and for the year ended June 30, 2016.** Motion was made by Dawkins, seconded by Moore, to accept the audit, as submitted. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

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

**Executive Session.**

- 1. Discussion and consideration of 1) entering into executive session as allowed under 25 O.S. § 307 (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 Reed, to go into executive session. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

The Council went into executive session at 7:14 p.m.

Mayor Dukes reconvened the meeting in open session at 7:59 p.m. No action was taken.

**Adjournment.** There being no further business, Mayor Dukes adjourned the meeting at 7:59 p.m.

ATTEST:

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MATTHEW D. DUKES, II, Mayor

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

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

MINUTES OF THE SPECIAL CITY COUNCIL MEETING

February 15, 2017 – 12:00 PM

This special meeting was held in the Midwest City Council conference room on the second floor 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, Pat Byrne, Rick Dawkins, and Christine Allen; and City Clerk Sara Hancock. Absent: Sean Reed and Jeff Moore.

**Call to Order.** Mayor Dukes called the meeting to order at 12:05 PM.

**Discussion Items.**

1. **Discussion and consideration of a resolution formally appointing representation to the Midwest City Local Development Act Review Committee from all entities that receive ad valorem tax collections from the vicinity of SE 15<sup>th</sup> Street and S Sooner Road.** Motion was made by Dawkins, seconded by Allen, to approve Resolution 2017-06. Voting aye: Eads, Byrne, Dawkins, Allen, and Mayor Dukes. Nay: none. Absent: Reed and Moore. Motion carried.

**Adjournment.** There being no further business, Mayor Dukes adjourned the meeting at 12:07 p.m.

ATTEST:

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MATTHEW D. DUKES, II, Mayor

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

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

## MINUTES OF THE SPECIAL CITY COUNCIL MEETING

February 21, 2017 – 6:00 PM

This special meeting was held in the Midwest City Council Chamber 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, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

**Call to Order.** Mayor Dukes called the meeting to order at 6:04 PM.

### **Discussion Items.**

1. **Discussion and consideration of a presentation of the Police Study prepared by Matrix and acceptance of said study.** Richard Brady of Matrix presented the Police final results. Ralph Ashley, 8900 Woodbriar Pl., and Bob Toney, 116 W. Ridgewood Blvd, and Chief Brandon Clabes spoke to the Council. Motion was made by Byrne, seconded by Allen, to accept the final study. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

\*Council took a break at 7:05 p.m. and returned to meeting at 7:16 p.m.

2. **Discussion and consideration of a presentation of the Fire Study prepared by Emergency Services Consulting International (ESCI) and acceptance of said study.** Sheldon Gilbert of ESCI presented the Fire final results. Ralph Ashely, 8900 Woodbriar Pl, and Chief Bert Norton addressed the Council. Motion was made by Byrne, seconded by Allen, to accept the final study. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

**Adjournment.** There being no further business, Mayor Dukes adjourned the meeting at 8:15 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:** February 28, 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) \$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.

The first and second supplements are needed to budget transfer from Police Impound Fees Fund to Police Capitalization Fund to provide partial funding of purchase of new police motorcycle. The third supplement is needed to budget revenue from insurance proceeds and donations to be used to purchase new motorcycle helmets. The fourth supplement is needed to budget revenue from insurance proceeds to be used to purchase replacement police vest.

Christy Barron  
Finance Director

**SUPPLEMENTS**  
**February 28, 2017**

| Fund<br>POLICE IMPOUND FEES (037) |                 | BUDGET AMENDMENT FORM<br>Fiscal Year 2016-2017 |          |                       |          |
|-----------------------------------|-----------------|--|----------|-----------------------|----------|
|                                   |                 | Estimated Revenue                              |          | Budget Appropriations |          |
| Dept Number                       | Department Name | Increase                                       | Decrease | Increase              | Decrease |
| 62                                | Transfers Out   |  |          | 5,000                 |          |
|                                   |                 | 0  | 0        | 5,000                 | 0        |

**Explanation:**  
Budget transfer out to Police Capitalization Fund to partially fund purchase of new police motorcycle. Funding to come from fund balance.

| Fund<br>POLICE CAPITALIZATION (021) |                 | BUDGET AMENDMENT FORM<br>Fiscal Year 2016-2017 |          |                       |          |
|-------------------------------------|-----------------|--|----------|-----------------------|----------|
|                                     |                 | Estimated Revenue                              |          | Budget Appropriations |          |
| Dept Number                         | Department Name | Increase                                       | Decrease | Increase              | Decrease |
| 00                                  | Transfers In    | 5,000  |          |                       |          |
| 62                                  | Police          |  |          | 5,000                 |          |
|                                     |                 | 5,000  | 0        | 5,000                 | 0        |

**Explanation:**  
Budget transfer in from Police Impound Fees Fund for partial funding of purchase of new police motorcycle.

| Fund<br>POLICE CAPITALIZATION (021) |                 | BUDGET AMENDMENT FORM<br>Fiscal Year 2016-2017 |          |                       |          |
|-------------------------------------|-----------------|--|----------|-----------------------|----------|
|                                     |                 | Estimated Revenue                              |          | Budget Appropriations |          |
| Dept Number                         | Department Name | Increase                                       | Decrease | Increase              | Decrease |
| 00                                  | Miscellaneous   | 3,203  |          |                       |          |
| 62                                  | Police          |  |          | 3,203                 |          |
|                                     |                 | 3,203  | 0        | 3,203                 | 0        |

**Explanation:**  
Budget revenue from insurance proceeds (\$718) and donations (\$2,485) to be used to purchase new motorcycle helmets.

| Fund<br>POLICE (020) |                 | BUDGET AMENDMENT FORM<br>Fiscal Year 2016-2017 |          |                       |          |
|----------------------|-----------------|--|----------|-----------------------|----------|
|                      |                 | Estimated Revenue                              |          | Budget Appropriations |          |
| Dept Number          | Department Name | Increase                                       | Decrease | Increase              | Decrease |
| 00                   | Miscellaneous   | 803  |          |                       |          |
| 62                   | Police          |  |          | 803                   |          |
|                      |                 | 803  | 0        | 803                   | 0        |

**Explanation:**  
Budget revenue from insurance proceeds to be used to purchase replacement police vest.



***THE CITY OF  
MIDWEST CITY***  
Finance Department

**MEMORANDUM**

**TO:** Honorable Mayor and Council  
**FROM:** Christy Barron, Finance Director  
**DATE:** February 28, 2017  
**SUBJECT:** Discussion and consideration of accepting the City Manager's Report for the month of January, 2017.

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

**Police Fund (20) decreased because of the payment for:**  
Vacation buyback <\$181,310>

**Construction Loan Payment (178) decreased due to the payment for:**  
Carl Albert water tower modification <\$294,365>

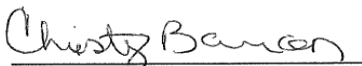
**Hotel/Conference Center (195)** had an operational loss of \$83,320 in January.

**John Conrad Regional Golf (197)** had an operational loss of \$25,534 in January.

**G.O. Debt Services (350) decreased due to the payments for:**  
Interest payment-Street Bonds <\$28,219>  
Principal payment-Street Bonds <\$1,075,000>

**MWC Hospital Authority (425)** activities for January:  
Compounded Principal:  
(9010)-unrealized gain on investment \$1,336,910  
Discretionary:  
(9050)-unrealized gain on investment \$157,410  
(9050)-prior period FB adjustment \$2,137,487

This item is at Council's discretion.



Christy Barron  
Finance Director

City of Midwest City  
Financial Summary by Fund  
for Period Ending January, 2017  
(Unaudited)

| Fund Number | Fund Description             | Assets    | Liabilities | 6-30-16 Fund Balance | Revenues   | Expenditures | Gain or (Loss) | Fund Balance |
|-------------|------------------------------|-----------|-------------|----------------------|------------|--------------|----------------|--------------|
| 9           | GENERAL GOVERNMENT SALES TAX | 1,750,677 | -           | 1,930,025            | 287,376    | (466,724)    | (179,348)      | 1,750,677    |
| 10          | GENERAL                      | 4,696,080 | (142,910)   | 4,671,897            | 21,316,273 | (21,435,001) | (118,728)      | 4,553,170    |
| 11          | CAPITAL OUTLAY RESERVE       | 903,187   | -           | 893,700              | 9,487      | -            | 9,487          | 903,187      |
| 13          | STREET AND ALLEY FUND        | 523,537   | -           | 1,775,423            | 382,570    | (1,634,456)  | (1,251,886)    | 523,537      |
| 14          | TECHNOLOGY FUND              | 402,958   | -           | 478,156              | 215,452    | (290,651)    | (75,199)       | 402,958      |
| 15          | STREET LIGHT FEE             | 283,675   | -           | -                    | 283,675    | -            | 283,675        | 283,675      |
| 16          | REIMBURSED PROJECTS          | 769,362   | (184,132)   | 624,306              | 113,343    | (152,419)    | (39,076)       | 585,230      |
| 17          | 29TH & DOUGLAS PROPERTY      | 5,500,000 | (181,059)   | 5,318,941            | 72,537     | (72,537)     | -              | 5,318,941    |
| 20          | MWC POLICE DEPARTMENT        | 1,245,225 | -           | 1,544,048            | 7,154,347  | (7,453,170)  | (298,823)      | 1,245,225    |
| 21          | POLICE CAPITALIZATION        | 934,220   | -           | 949,578              | 248,089    | (263,447)    | (15,358)       | 934,220      |
| 25          | JUVENILE FUND                | 12,252    | -           | 73,081               | 36,191     | (97,020)     | (60,829)       | 12,252       |
| 30          | POLICE STATE SEIZURES        | 52,936    | -           | 42,161               | 11,319     | (544)        | 10,775         | 52,936       |
| 31          | SPECIAL POLICE PROJECTS      | 72,991    | -           | 48,259               | 31,982     | (7,250)      | 24,732         | 72,991       |
| 33          | POLICE FEDERAL PROJECTS      | 71,353    | -           | 86,596               | 543        | (15,787)     | (15,244)       | 71,353       |
| 34          | POLICE LAB FEE FUND          | 17,131    | -           | 16,457               | 6,049      | (5,375)      | 674            | 17,131       |
| 35          | EMPLOYEE ACTIVITY FUND       | 18,230    | -           | 17,714               | 8,804      | (8,288)      | 516            | 18,230       |
| 36          | JAIL                         | 138,219   | -           | 148,697              | 50,107     | (60,586)     | (10,479)       | 138,219      |
| 37          | POLICE IMPOUND FEE           | 173,080   | -           | 163,034              | 37,622     | (27,576)     | 10,046         | 173,080      |
| 40          | MWC FIRE DEPARTMENT          | 1,160,997 | (4)         | 1,181,744            | 5,799,396  | (5,820,147)  | (20,751)       | 1,160,993    |
| 41          | FIRE CAPITALIZATION          | 564,496   | -           | 528,049              | 247,016    | (210,569)    | 36,447         | 564,496      |
| 45          | MWC WELCOME CENTER           | 358,332   | (97)        | 348,868              | 118,856    | (109,490)    | 9,366          | 358,234      |
| 46          | CONV / VISITORS BUREAU       | 215,680   | (500)       | 192,433              | 199,894    | (177,146)    | 22,748         | 215,180      |
| 50          | DRAINAGE TAX FUND            | 132,802   | -           | 180,165              | 2,367      | (49,730)     | (47,363)       | 132,802      |
| 60          | CAPITAL DRAINAGE IMP         | 471,410   | -           | 417,629              | 266,781    | (213,000)    | 53,780         | 471,410      |
| 61          | STORM WATER QUALITY          | 912,306   | -           | 918,411              | 443,932    | (450,038)    | (6,105)        | 912,306      |
| 65          | STREET TAX FUND              | 1,154,810 | -           | 1,231,886            | 258,793    | (335,869)    | (77,076)       | 1,154,810    |
| 70          | EMERGENCY OPER FUND          | 629,910   | -           | 658,058              | 231,532    | (259,679)    | (28,148)       | 629,910      |
| 75          | PUBLIC WORKS ADMIN           | 241,811   | -           | 283,928              | 570,103    | (612,221)    | (42,118)       | 241,811      |
| 80          | INTERSERVICE FUND            | 123,941   | -           | 183,485              | 1,204,420  | (1,263,963)  | (59,543)       | 123,941      |
| 81          | SURPLUS PROPERTY             | 335,852   | (260,623)   | 68,994               | 29,079     | (22,844)     | 6,235          | 75,229       |
| 115         | ACTIVITY FUND                | 285,790   | -           | 269,707              | 105,992    | (89,909)     | 16,083         | 285,790      |
| 123         | PARK & RECREATION            | 666,847   | -           | 552,750              | 311,207    | (197,111)    | 114,096        | 666,847      |
| 141         | COMM. DEV. BLOCK GRANT       | 15,156    | -           | 15,156               | 270,818    | (270,818)    | -              | 15,156       |
| 142         | GRANTS/HOUSING ACTIVITIES    | 180,763   | (6,656)     | 188,674              | 50,869     | (65,436)     | (14,567)       | 174,108      |
| 143         | GRANT FUNDS                  | 124,451   | (64,451)    | 60,000               | 364,488    | (364,488)    | -              | 60,000       |



City of Midwest City  
Financial Summary by Fund  
for Period Ending January, 2017  
(Unaudited)

| Fund Number | Fund Description             | Assets      | Liabilities  | 6-30-16 Fund Balance | Revenues   | Expenditures | Gain or (Loss) | Fund Balance |
|-------------|------------------------------|-------------|--------------|----------------------|------------|--------------|----------------|--------------|
| 157         | CAPITAL IMPROVEMENTS         | 3,020,501   | -            | 2,961,479            | 275,722    | (216,700)    | 59,022         | 3,020,501    |
| 172         | CAP. WATER IMP-WALKER        | 472,060     | (18,694)     | 467,204              | 298,639    | (312,477)    | (13,838)       | 453,366      |
| 178         | CONST LOAN PAYMENT REV       | 1,951,423   | (19,110)     | 1,944,719            | 475,950    | (488,356)    | (12,406)       | 1,932,313    |
| 184         | SEWER BACKUP FUND            | 79,168      | -            | 81,039               | 854        | (2,725)      | (1,871)        | 79,168       |
| 186         | SEWER CONSTRUCTION           | 3,255,608   | (175,000)    | 3,101,034            | 872,372    | (892,797)    | (20,425)       | 3,080,608    |
| 187         | UTILITY SERVICES             | 510,228     | (924)        | 440,330              | 717,698    | (648,724)    | 68,975         | 509,304      |
| 188         | CAP. SEWER IMP.-STROTH       | 221,786     | -            | 42,973               | 234,683    | (55,871)     | 178,812        | 221,786      |
| 189         | UTILITIES CAPITAL OUTLAY     | 1,292,355   | (118,413)    | 1,575,337            | 323,321    | (724,716)    | (401,395)      | 1,173,943    |
| 190         | MWC SANITATION DEPARTMENT    | 2,536,052   | -            | 2,070,994            | 3,447,203  | (2,982,145)  | 465,058        | 2,536,052    |
| 191         | MWC WATER DEPARTMENT         | 989,509     | -            | 559,333              | 3,886,358  | (3,456,182)  | 430,176        | 989,509      |
| 192         | MWC SEWER DEPARTMENT         | 1,338,963   | -            | 1,130,962            | 3,152,544  | (2,944,543)  | 208,001        | 1,338,963    |
| 193         | MWC UTILITIES AUTHORITY      | 1,004,852   | -            | 950,944              | 70,655     | (16,746)     | 53,909         | 1,004,852    |
| 194         | DOWNTOWN REDEVELOPMENT       | 3,977,851   | (6,953)      | 3,749,062            | 795,790    | (573,954)    | 221,837        | 3,970,898    |
| 195         | HOTEL/CONFERENCE CENTER      | 439,432     | (1,276,525)  | (722,478)            | 2,906,715  | (3,021,330)  | (114,615)      | (837,093)    |
| 196         | HOTEL 4% FF&E                | 994,774     | -            | 1,070,438            | 126,948    | (202,612)    | (75,663)       | 994,774      |
| 197         | JOHN CONRAD REGIONAL GOLF    | 51,434      | (2,294)      | 159,995              | 578,402    | (689,257)    | (110,855)      | 49,140       |
| 201         | URBAN RENEWAL AUTHORITY      | 63,288      | -            | 62,623               | 665        | -            | 665            | 63,288       |
| 202         | RISK MANAGEMENT              | 3,132,264   | 647          | 3,253,684            | 1,245,482  | (1,366,255)  | (120,773)      | 3,132,911    |
| 220         | ANIMALS BEST FRIEND          | 88,868      | -            | 74,490               | 15,904     | (1,526)      | 14,378         | 88,868       |
| 225         | HOTEL MOTEL FUND             | -           | -            | -                    | 339,593    | (339,593)    | -              | -            |
| 230         | CUSTOMER DEPOSITS            | 1,382,262   | (1,382,262)  | -                    | 14,772     | (14,772)     | -              | -            |
| 235         | MUNICIPAL COURT              | 90,683      | (90,683)     | -                    | 997        | (997)        | -              | -            |
| 240         | L & H BENEFITS               | 1,513,626   | (112,132)    | 1,661,156            | 3,965,709  | (4,225,370)  | (259,661)      | 1,401,494    |
| 250         | CAPITAL IMP REV BOND         | 5,557,609   | (60,493,123) | (57,570,731)         | 8,542,626  | (5,907,409)  | 2,635,217      | (54,935,514) |
| 269         | 2002 G.O. STREET BOND        | 646,430     | -            | 3,064,713            | 13,855     | (2,432,138)  | (2,418,283)    | 646,430      |
| 310         | DISASTER RELIEF              | 1,352,645   | (185,239)    | 1,283,551            | 124,750    | (240,895)    | (116,145)      | 1,167,407    |
| 340         | REVENUE BOND SINKING FUND    | -           | -            | -                    | 3,180,938  | (3,180,938)  | -              | -            |
| 350         | G. O. DEBT SERVICES          | 474,450     | -            | 1,363,245            | 288,473    | (1,177,269)  | (888,796)      | 474,450      |
| 351         | TAX INCREMENT FINANCING      | 1,502       | -            | (62,340)             | 64,946     | (1,104)      | 63,842         | 1,502        |
| 425-9010    | MWC HOSP AUTH-COMP PRINCIPAL | 78,991,025  | (9,800,832)  | 64,496,585           | 6,496,809  | (1,803,200)  | 4,693,609      | 69,190,194   |
| 425-9020    | MWC HOSP AUTH-LOAN RESERVE   | 2,889,362   | (389,362)    | 2,500,000            | 32,680     | (32,680)     | -              | 2,500,000    |
| 425-9050    | MWC HOSP AUTH-DISCRETIONARY  | 10,368,744  | (11,632)     | 11,121,023           | 2,265,966  | (3,029,878)  | (763,912)      | 10,357,112   |
| 425-9060    | MWC HOSP IN LIEU OF/ROR/MISC | 1,456,225   | (154,711)    | 3,700,541            | 2,304,168  | (4,703,193)  | (2,399,025)    | 1,301,516    |
|             | TOTAL                        | 155,285,448 | (75,077,673) | 78,456,432           | 87,803,497 | (88,189,639) | (386,142)      | 80,207,777   |



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

**Memorandum**

**TO:** Honorable Mayor and Council

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

**DATE:** February 28, 2017

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

This item is placed on the agenda at the request of the Council. Attached to this memo is information regarding the current financial condition of the City Employees' Health Benefits Plan for the month of January 2017.

This is a staff update

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

Catherine Wilson, Human Resources Director

| <b>REPORT OF THE EMPLOYEES' HEALTH BENEFIT PLAN FOR FISCAL YEAR 2016-2017</b> |                |                 |                   |                 |                 |                 |                 |                 |                   |                 |                 |                 |
|---|----------------|-----------------|-------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-------------------|-----------------|-----------------|-----------------|
| <b>FISCAL YEAR 2016-2017</b>  | <u>Jul -16</u> | <u>Aug - 16</u> | <u>Sep - 16**</u> | <u>Oct - 16</u> | <u>Nov - 16</u> | <u>Dec - 16</u> | <u>Jan - 17</u> | <u>Feb - 17</u> | <u>Mar - 17**</u> | <u>Apr - 17</u> | <u>May - 17</u> | <u>Jun - 17</u> |
| <b>PLAN INCOME</b>  |                |                 |                   |                 |                 |                 |                 |                 |                   |                 |                 |                 |
| Budgeted (MTD)  | 572,353        | 572,353         | 572,353           | 572,363         | 572,363         | 572,363         | 572,363         | 572,363         | 572,363           | 572,363         | 572,363         | 572,363         |
| Actual (MTD)  | 531,527        | 538,079         | 727,097           | 538,294         | 539,198         | 539,768         | 552,582         |                 |                   |                 |                 |                 |
| Budgeted (YTD)  | 572,353        | 1,144,706       | 1,717,059         | 2,289,422       | 2,861,785       | 3,434,148       | 4,006,511       |                 |                   |                 |                 |                 |
| Actual (YTD)  | 531,527        | 1,069,606       | 1,796,703         | 2,334,997       | 2,874,195       | 3,413,963       | 3,966,545       |                 |                   |                 |                 |                 |
|   |                |                 |                   |                 |                 |                 |                 |                 |                   |                 |                 |                 |
| <b>PLAN CLAIMS/ADMIN COSTS</b>  | <u>Jul -16</u> | <u>Aug - 16</u> | <u>Sep - 16</u>   | <u>Oct - 16</u> | <u>Nov - 16</u> | <u>Dec - 16</u> | <u>Jan - 17</u> | <u>Feb - 17</u> | <u>Mar - 17</u>   | <u>Apr - 17</u> | <u>May - 17</u> | <u>Jun - 17</u> |
| Budgeted (MTD)  | 559,896        | 559,896         | 559,896           | 559,896         | 559,896         | 559,896         | 559,896         | 559,896         | 559,896           | 559,896         | 559,896         | 559,896         |
| Actual (MTD)  | 629,294        | 570,126         | 572,340           | 694,343         | 537,963         | 524,514         | 696,790         |                 |                   |                 |                 |                 |
| Budgeted (YTD)  | 559,896        | 1,119,792       | 1,679,688         | 2,239,584       | 2,799,480       | 3,359,376       | 3,919,272       |                 |                   |                 |                 |                 |
| Actual (YTD)  | 629,294        | 1,199,420       | 1,771,760         | 2,466,103       | 3,004,066       | 3,528,580       | 4,225,370       |                 |                   |                 |                 |                 |
|   |                |                 |                   |                 |                 |                 |                 |                 |                   |                 |                 |                 |
| <b>EXCESS INCOME vs. EXPENDITURES</b>   | <u>Jul -16</u> | <u>Aug - 16</u> | <u>Sep - 16</u>   | <u>Oct - 16</u> | <u>Nov - 16</u> | <u>Dec - 16</u> | <u>Jan - 17</u> | <u>Feb - 17</u> | <u>Mar - 17</u>   | <u>Apr - 17</u> | <u>May - 17</u> | <u>Jun - 17</u> |
| Budgeted (MTD)  | 12,457         | 12,457          | 12,457            | 12,467          | 12,467          | 12,467          | 12,467          | 12,467          | 12,467            | 12,467          | 12,467          | 12,467          |
| Actual (MTD)  | -97,767        | -32,047         | 154,757           | -156,049        | 1,235           | 15,254          | -144,208        |                 |                   |                 |                 |                 |
| Budgeted (YTD)  | 12,457         | 24,914          | 37,371            | 49,838          | 62,305          | 74,772          | 87,239          |                 |                   |                 |                 |                 |
| Actual (YTD)  | -97,767        | -129,814        | 24,943            | -131,106        | -129,871        | -114,617        | -258,825        |                 |                   |                 |                 |                 |
|   |                |                 |                   |                 |                 |                 |                 |                 |                   |                 |                 |                 |
| <b>FISCAL YEAR 2015-2016</b>  | <u>Jul -15</u> | <u>Aug - 15</u> | <u>Sep - 15</u>   | <u>Oct - 15</u> | <u>Nov - 15</u> | <u>Dec - 15</u> | <u>Jan - 16</u> | <u>Feb - 16</u> | <u>Mar - 16</u>   | <u>Apr - 16</u> | <u>May - 16</u> | <u>Jun - 16</u> |
| <b>PLAN INCOME</b>  |                |                 |                   |                 |                 |                 |                 |                 |                   |                 |                 |                 |
| Budgeted (MTD)  | 530,920        | 530,920         | 530,920           | 663,615         | 530,920         | 530,920         | 530,920         | 530,920         | 530,920           | 663,615         | 530,920         | 530,920         |
| Actual (MTD)  | 537,739        | 532,037         | 534,342           | 718,473         | 539,926         | 534,845         | 549,498         | 529,364         | 556,672           | 729,630         | 631,135         | 556,148         |
| Budgeted (YTD)  | 530,920        | 1,061,840       | 1,592,760         | 2,256,375       | 2,787,295       | 3,318,215       | 3,849,135       | 4,380,055       | 4,910,975         | 5,574,590       | 6,105,510       | 6,636,430       |
| Actual (YTD)  | 537,739        | 1,069,776       | 1,604,118         | 2,322,591       | 2,862,517       | 3,397,362       | 3,946,860       | 4,476,224       | 5,032,896         | 5,762,526       | 6,393,661       | 6,949,809       |
|   |                |                 |                   |                 |                 |                 |                 |                 |                   |                 |                 |                 |
| <b>PLAN CLAIMS/ADMIN COSTS</b>  | <u>Jul -15</u> | <u>Aug - 15</u> | <u>Sep - 15</u>   | <u>Oct - 15</u> | <u>Nov - 15</u> | <u>Dec - 15</u> | <u>Jan - 16</u> | <u>Feb - 16</u> | <u>Mar - 16</u>   | <u>Apr - 16</u> | <u>May - 16</u> | <u>Jun - 16</u> |
| Budgeted (MTD)  | 560,232        | 700,290         | 560,232           | 560,232         | 700,290         | 560,232         | 560,232         | 700,290         | 560,232           | 560,232         | 700,290         | 560,232         |
| Actual (MTD)  | 475,229        | 793,029         | 497,060           | 581,637         | 804,651         | 647,170         | 583,231         | 613,736         | 471,664           | 592,649         | 694,747         | 480,354         |
| Budgeted (YTD)  | 560,232        | 1,260,522       | 1,820,754         | 2,380,986       | 3,081,276       | 3,641,508       | 4,201,740       | 4,902,030       | 5,462,262         | 6,022,494       | 6,722,784       | 7,283,016       |
| Actual (YTD)  | 475,229        | 1,268,258       | 1,765,318         | 2,346,955       | 3,151,606       | 3,798,776       | 4,382,007       | 4,995,743       | 5,467,407         | 6,060,056       | 6,754,803       | 7,235,157       |
|   |                |                 |                   |                 |                 |                 |                 |                 |                   |                 |                 |                 |
| <b>EXCESS INCOME vs. EXPENDITURES</b>   | <u>Jul -15</u> | <u>Aug - 15</u> | <u>Sep - 15</u>   | <u>Oct - 15</u> | <u>Nov - 15</u> | <u>Dec - 15</u> | <u>Jan - 16</u> | <u>Feb - 16</u> | <u>Mar - 16</u>   | <u>Apr - 16</u> | <u>May - 16</u> | <u>Jun - 16</u> |
| Budgeted (MTD)  | -29,312        | -169,370        | -29,312           | 103,383         | -169,370        | -29,312         | -29,312         | -169,370        | -29,312           | 103,383         | -169,370        | -29,312         |
| Actual (MTD)  | 62,510         | -260,992        | 37,282            | 136,836         | -264,725        | -112,325        | -33,733         | -84,372         | 85,008            | 136,981         | -63,612         | 75,794          |
| Budgeted (YTD)  | -29,312        | -198,682        | -227,994          | -124,611        | -293,981        | -323,293        | -352,605        | -521,975        | -551,287          | -447,904        | -617,274        | -646,586        |
| Actual (YTD)  | 62,510         | -198,482        | -161,200          | -24,364         | -289,089        | -401,414        | -435,147        | -519,519        | -434,511          | -297,530        | -361,142        | -285,348        |

Current Fund Balance: \$1,399,478

Jan. 2016 \$1,511,092

Jan. 2015 \$1,518,634

Jan. 2014 \$997,028

Jan. 2013 \$1,090,416

**\*\*NOTE: Sept. 2016 and Mar. 2017 are months in which there are Three Payrolls of Revenue into the Plan**



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

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TO : Honorable Mayor and City Council

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

DATE : February 28<sup>th</sup>, 2017

SUBJECT : 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.

The accompanying programming resolution is required in order to have the referenced project considered in the first year of the Association of Central Oklahoma Governments update of the FFY 2017-2020 four year Transportation Improvement Plan (TIP). All projects that the city applies for federal aid funding for in the first year of the TIP must be programmed in this manner.

The preliminary construction cost estimate for this project is as follows:

Signal Pedestrian Project-B – Various Locations  
Preliminary cost estimate - \$753,773.89

Staff recommends acceptance as this is consistent with past policy

Patrick Menefee, P.E.  
City Engineer

Attachment

**RESOLUTION PROGRAMMING SURFACE TRANSPORTATION PROGRAM  
URBANIZED AREA (STP-UZA) PROJECT**

Be it remembered that on the on the 28<sup>th</sup> day of February 2017, at a regular meeting of the City Council of the City of Midwest City, the following resolution was presented, read and adopted:

**WHEREAS**, Surface Transportation Program funds for urbanized areas have been made available for transportation improvements within the Oklahoma City Urban Area, and

**WHEREAS**, The City of Midwest City has selected a project described as follows: Signal Pedestrian Project-B, Various Locations, and

**WHEREAS**, the engineer's preliminary estimate of cost is \$716,573.11, and Federal participation under the terms of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) relating to Surface Transportation Program Urbanized Area (STP-UZA) funds is hereby requested for funding 100% of the project cost, and

**WHEREAS**, no City funds are committed by this action; and

**WHEREAS**, the City has the required matching funds available and further agrees to deposit matching funds by separate agreement with the Oklahoma Department of Transportation (ODOT) prior to advertising of the project for bid by ODOT; and

**WHEREAS**, the City has arranged for Jacobs Engineering Group, INC., a qualified engineer, to furnish engineering services in preparation of detailed plans, specifications, and estimates; and

**WHEREAS**, the City agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

**WHEREAS**, the City agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

**WHEREAS**, the city assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination under any program or activity administered by the City; and

**WHEREAS**, the City further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding, but only registers the City's interest and intent in participating in the program application process.

**NOW, THEREFORE, BE IT RESOLVED:**

That ACOG is hereby requested to consider the selection of this project as a candidate for Federal funding, and to submit same to the Oklahoma Transportation Commission for its approval;

That the Oklahoma Transportation Commission is hereby requested to concur in the selection of this project and to submit same to the Federal Highway Administration for its approval.

**ADOPTED** by the City Council of Midwest City and **SIGNED** by the Mayor

this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

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

\_\_\_\_\_  
Mayor

Approved as to form and legality

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



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

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

ENGINEERING DIVISION  
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BUILDING INSPECTION DIVISION  
Charles Belk, Building Official  
GIS DIVISION  
Kathy Spivey, GIS Coordinator

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TO : Honorable Mayor and City Council

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

DATE : February 28th, 2017


SUBJECT : 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).

The accompanying programming resolution is required in order to have the referenced project considered in the first year of the Association of Central Oklahoma Governments update of the FFY 2018-2021 four year Transportation Improvement Plan (TIP). All projects that the city applies for federal aid funding for in the first year of the TIP must be programmed in this manner.

The preliminary construction cost estimate for this project is as follows:

Striping City-Wide, Various Locations  
Preliminary cost estimate - \$250,000

Staff recommends acceptance as this is consistent with past policy



Patrick Menefee, P.E.  
City Engineer

Attachment

**RESOLUTION PROGRAMMING SURFACE TRANSPORTATION PROGRAM  
URBANIZED AREA (STP-UZA) PROJECT**

Be it remembered that on the 28<sup>th</sup> Day of February, 2017, at a regular meeting of the City Council of the City of Midwest City, the following resolution was presented, read and adopted:

**WHEREAS**, Surface Transportation Program funds for urbanized areas have been made available for transportation improvements within the Oklahoma City Urban Area, and

**WHEREAS**, The City of Midwest City has selected a project described as follows: Striping City Wide, Various Locations, and

**WHEREAS**, the engineer's preliminary estimate of cost is \$250,000.00 and Federal participation under the terms of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) relating to Surface Transportation Program Urbanized Area (STP-UZA) funds is hereby requested for funding 100% of the project cost, and

**WHEREAS**, no City funds are committed by this action; and

**WHEREAS**, the City has the required matching funds available and further agrees to deposit matching funds by separate agreement with the Oklahoma Department of Transportation (ODOT) prior to advertising of the project for bid by ODOT; and

**WHEREAS**, the City has arranged for its city engineer, a qualified engineer, to furnish engineering services in preparation of detailed plans, specifications, and estimates; and

**WHEREAS**, the City agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

**WHEREAS**, the City agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

**WHEREAS**, the city assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination under any program or activity administered by the City; and

**WHEREAS**, the City further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding, but only registers the City's interest and intent in participating in the program application process.



**NOW, THEREFORE, BE IT RESOLVED:**

That ACOG is hereby requested to consider the selection of this project as a candidate for Federal funding, and to submit same to the Oklahoma Transportation Commission for its approval;

That the Oklahoma Transportation Commission is hereby requested to concur in the selection of this project and to submit same to the Federal Highway Administration for its approval.

**ADOPTED** by the City Council of Midwest City and **SIGNED** by the Mayor

this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

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

\_\_\_\_\_  
Mayor

Approved as to form and legality

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



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

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

ENGINEERING DIVISION  
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BUILDING INSPECTION DIVISION  
Charles Belk, Building Official  
GIS DIVISION  
Kathy Spivey, GIS Coordinator

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TO : Honorable Mayor and City Council

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

DATE : February 28<sup>th</sup>, 2017

SUBJECT : 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.

The accompanying programming resolution is required in order to have the referenced project considered in the first year of the Association of Central Oklahoma Governments update of the FFY 2018-2021 four year Transportation Improvement Plan (TIP). All projects that the city applies for federal aid funding for in the first year of the TIP must be programmed in this manner.

The preliminary construction cost estimate for this project is as follows:

Midwest Boulevard Resurfacing

Preliminary cost estimate - \$4,200,000

Staff recommends acceptance as this is consistent with past policy

Patrick Menefee, P.E.  
City Engineer

Attachment

**RESOLUTION  
PROGRAMMING SURFACE TRANSPORTATION PROGRAM  
URBANIZED AREA (STP-UZA) PROJECT**

Be it remembered that on the 28<sup>th</sup> day of February 2017, at a regular meeting of the City Council of the City of Midwest City, the following resolution was presented, read and adopted:

**WHEREAS**, Surface Transportation Program funds for urbanized areas have been made available for transportation improvements within the Oklahoma City Urban Area, and

**WHEREAS**, The City of Midwest City has selected a project described as follows: Midwest Boulevard Resurfacing from SE 29<sup>th</sup> Street to NE 10<sup>th</sup> Street, and

**WHEREAS**, the engineer's preliminary estimate of cost is \$4,200,000, and Federal participation under the terms of the *Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21)* relating to Surface Transportation Program Urbanized Area (STP-UZA) funds is hereby requested for funding 80% of the project cost, which is estimated at \$3,360,000, and

**WHEREAS**, the City proposes to use the Capital Improvements Project Fund (157) as the source of funds for the balance of the project costs, which is estimated at \$840,000, and

**WHEREAS**, no City funds are committed by this action; and

**WHEREAS**, the City has the required matching funds available and further agrees to deposit matching funds by separate agreement with the Oklahoma Department of Transportation (ODOT) prior to advertising of the project for bid by ODOT; and

**WHEREAS**, the City has arranged for its city engineer, a qualified engineer, to furnish engineering services in preparation of detailed plans, specifications, and estimates; and

**WHEREAS**, the City agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed, and

**WHEREAS**, the City agrees, as a condition to receiving any Federal financial assistance from the Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964", and

**WHEREAS**, the city assures that no qualified person with a disability shall, solely by reasons of their disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination under any program or activity administered by the City; and

**WHEREAS**, the City further understands that acceptance of this resolution by the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation is not a commitment to Federal funding, but only registers the City's interest and intent in participating in the program application process.

**NOW, THEREFORE, BE IT RESOLVED:**

That ACOG is hereby requested to consider the selection of this project as a candidate for Federal funding, and to submit same to the Oklahoma Transportation Commission for its approval;

That the Oklahoma Transportation Commission is hereby requested to concur in the selection of this project and to submit same to the Federal Highway Administration for its approval.

**ADOPTED** by the City Council of Midwest City and **SIGNED** by the Mayor

this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

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

\_\_\_\_\_  
Mayor

Approved as to form and legality

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

\*\*\*\*\*

**Note:** Each completed **resolution** (with original signatures or a certified copy), an engineer's preliminary **cost estimate** (cost estimate must be no older than 6 months prior to the date of the resolution) and a **site map** is to be submitted to the Metropolitan Planning Organization (MPO) at the following address. The MPO will forward the resolution to the Oklahoma Department of Transportation for programming.

Association of Central Oklahoma Governments  
Attention: John Sharp  
4205 North Lincoln Boulevard  
Oklahoma City, OK 73105



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: February 28th, 2017

Subject: 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.

The accompanying proposed agreement is for the structural engineering design needed for the construction of the Mid America Trail pedestrian bridge. Due to budget transfers impacting the Mid America Park Trail capital outlay, the funds for this project will be appropriated out of the Projects Approved by Council capital outlay line item in the 157 Capital Improvements Fund.

Staff recommends entering into the agreement.

Patrick Menefee, P.E.  
City Engineer

Attachments

January 27, 2017

Brandon Bundy, PE  
City of Midwest City  
100 North Midwest Blvd.  
Midwest City, Oklahoma 73110

RE: Midwest City Trails Project

Dear Mr. Bundy -

Pursuant to our conversation with R.L. Shears Company, P.C. and phone correspondence with Mr. Brandon Bundy, PE, Cowan Group Engineering, LLC (CGE or Engineer) appreciates your interest in our firm and welcomes the opportunity to present a proposal for additional engineering services. These scopes of services are above and beyond the scope of services detailed in the prime agreement between R.L. Shears Company, P.C. and the City of Midwest City. The scope of the project includes a pedestrian bridge design services in conjunction with the Mid-American Trail System and the following outlines general project data and scope of services:

#### **GENERAL PROJECT DATA**

---

Our proposal for services is based on the following site data:

- Project Name – Mid-American Trail bridge
- Project Owner – City of Midwest City
- Project Location – Refer to Attachment "A"
- Project Type – Bridge

#### **GENERAL CORRESPONDENCE & MEETINGS**

---

- General correspondence & meetings with Owner
- Owner to provide CAD drawings for trail from RL Shears
- Owner to provide sub-surface geotechnical investigation and report

#### **BASIC SCOPE OF SERVICES**

---

##### **Task 1 – Pedestrian Bridge**

- The scope of the project includes design services for one (1) Pedestrian Bridge on the Mid-American Trail over Soldier Creek Tributary along the RL Shears trail alignment. Bridge to be design and installed below the base flood elevation and structure assumed to be totally submerged in rain events.
- The pedestrian bridge shall be 12 feet wide x 92 feet long Pre-Fabricated Steel Truss bridge with H-10 Loading, concrete deck, ADA accessible with safety railing.
- Engineer to provide coordinate horizontal alignment and vertical profile
- Engineer to provide Owner location map for two (2) bores holes
- Prepare general plan and elevation of proposed pedestrian bridge
- Coordinate prefabricated bridge concept with Contech or approval equal for details
- Perform all structural calculations for bridge design including total submergence from channel flows
- Provide bridge specifications

- Provide detailed plans for bridge to include concrete abutments, foundation plan and profiles as necessary to bid the proposed work

**ADDITIONAL SERVICES**

Other design services that are not associated with the agreed Scope of Services shall be considered as additional services. Additional services would include Owner directed work that is clearly outside of the base contract. The fee structure for additional services shall be based on time and expense effort unless otherwise negotiated prior to services being rendered. See Attachment "B".

Additional services may include the following, but not limited to:

- Drainage calculations or flood Studies
- FEMA coordination or permitting
- Additional topographic or boundary Survey
- Land Survey Data Sheets
- ROW/Easement survey staking, Construction land survey, as-built land survey, alignment land survey staking.
- Legal descriptions or exhibits
- Construction Administration or field inspections

**BASE CONTRACT FEE STRUCTURE (as outlined above)**

| ITEM | DESCRIPTION                    | FEE             |
|------|--------------------------------|-----------------|
|      | <b>Basic Scope of Services</b> |                 |
| 1    | Pedestrian Bridge              | 11,000          |
|      | <b>TOTAL:</b>                  | <b>\$11,000</b> |

**SCHEDULE**

Schedules shall be coordinated with Owner.

**REIMBURSABLE EXPENSES**

The following expenses shall be considered as reimbursable expenses only when necessary for the completion and success of the Project:

- Application and Review Fee(s) to Applicable Government Agency
- Cost of ownership list and/or title work required
- Shipping and postage
- Plotting and reproduction for progress meetings, presentations and submittals
- Large format scans (11" x 17" and larger documents)
- Large format colored plots (11" x 17" and larger documents)
- Board mounted presentation graphics

**COMPENSATION**

For BASIC CONTRACT engineering services performed under this agreement, the Owner shall pay the Engineer **a lump sum fee amount of \$11,000.00** including reimbursable expenses as defined in the TOTAL BASE CONTRACT FEE STRUCTURE. Engineer will invoice on a monthly interval, and invoices are due and payable within 30 days of date of invoice. Invoices past due are subject to interest at the rate of 1½% per month. Printing, deliverables and review/permit/application fees will be considered as an Owner/Client direct expense and will be billed to you at the actual costs.



If you concur with this proposal, please sign and date this letter, then return stating your approval for Cowan Group Engineering to begin work on this project. This proposal will become void after 60-days from the date submitted.

**ATTACHMENTS**

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As a supplement to this proposal please find the following documents:

- Attachment "A" – Site Location
- Attachment "B" – CGE 2017 Hourly Rate Schedule
- Attachment "C" – Cowan Group Engineering, LLC General Conditions for professional services

Should you have any questions, please do not hesitate to contact the undersigned, as we want to ensure that we have a clear understanding of the project. Again, thanks for the opportunity to serve you.

Sincerely,

**COWAN GROUP ENGINEERING, LLC**



Jeff Cowan, P.E.  
Principal Engineer

**NOTICE TO PROCEED**

The above proposal is understood and accepted. By accepting this proposal, you are also agreeing to Cowan Group Engineering, LLC GENERAL CONDITIONS (PROFESSIONAL SERVICES) attached to this proposal.

By: \_\_\_\_\_  
(Signature)

For: \_\_\_\_\_  
(Organization)

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

**ATTACHMENT “ C ”**  
**COWAN GROUP ENGINEERING, LLC**  
**GENERAL CONDITIONS (PROFESSIONAL SERVICES)**

1. **Services.** This Agreement is entered into between **Client** and **Cowan Group Engineering, LLC** (“Consultant”) wherein Client engages Consultant to provide professional services (“Services”) in connection with the project described in the proposal (“Project”) to which these General Conditions are attached. Client agrees that services not specifically described in the Scope of Services identified in Consultant’s proposal are covered by this Agreement but, at the Consultant’s discretion, may require an amended Scope of Services and will require additional compensation to Consultant. This Agreement, including the proposal, these General Conditions, Consultant’s Addenda and Fee Schedule, represents the entire Agreement between the parties and supersedes any and all agreements between the parties, either oral or in writing, including any purchase or work order issued by Client.
2. **Payment.** Client shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment fee of 1 ½% per month from the date of invoice. Additionally, Consultant may, upon five (5) calendar days’ notice to Client, suspend all Services until paid in full and may terminate the Agreement.
3. **Work Product.** Services provided under this Agreement, including all drawings, reports, information, recommendations, or opinions (“Services”) prepared or issued by Consultant, are for the exclusive use and benefit of Client or its agents in connection with the Project, are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project. Client will not distribute or convey such Reports to any other persons or entities without Consultant’s prior written consent which shall include a release of Consultant from liability and indemnification by the third party. Consultant’s Services, field data, and other work products are part of Consultant’s professional services, do not constitute goods or products and are copyrighted works of Consultant. However, such copyright is not intended to limit the Client’s use of its work product in connection with the Project.
4. **Standard of Care.** Consultant will strive to perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant’s profession practicing in the same locality under similar circumstances at the time the services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.
5. **Construction Observation.** If included in the Services, Consultant’s services during construction shall be limited to observation of construction operations. Consultant shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction, or the safety procedures employed by Client’s contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the Contractor’s work may occur. Client shall hold its contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees, shall notify Consultant at least twenty-four (24) hours in advance of any observations required by the construction documents.
6. **Client Responsibilities.** Client shall bear sole responsibility for (a) jobsite safety; (b) notifying third-parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project site; and Client shall cooperate with all requests by Consultant, including obtaining permission for access to the Project site. Client releases Consultant from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Consultant shall immediately stop work in the affected area and report the condition to Client.
7. **Electronic Media.** Because data stored on electronic media can deteriorate undetected or be modified without Consultant’s knowledge, the Client accepts responsibility for the completeness or readability of the electronic media.
8. **Dispute Resolution.** The parties shall attempt resolution of any dispute arising under or related to this Agreement by mediation. Notwithstanding the foregoing, in the event of Client non-payment, Consultant may, at its sole option, waive mediation. Either party may demand mediation by serving a written notice on the other party stating the essential nature of the dispute. The mediation shall be conducted in accordance with the AAA Construction Industry Mediation Rules then in effect within forty-five (45) days from the service of notice. The parties shall share the fees equally. If mediation fails, either party may institute litigation in the state or federal court of the county in which Consultant’s office issuing the proposal is located. The prevailing party shall be entitled to attorneys’ fees, cost, including costs incurred in the mediation and costs of enforcement of any judgment. The parties expressly waive any statute of limitations for a longer period of time and agree that any action shall be brought within one year from the date of Consultant’s final invoice. The parties expressly waive any and all rights to a trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other with respect to any matter relating to, arising out of or in any way connected with this Agreement.
9. **Changed Conditions.** If during the course of performance of this Agreement conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this Agreement, Consultant shall notify Client of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Consultant may terminate this Agreement and Consultant shall be paid for its services through the date of termination.
10. **Governing Law.** The laws of the State where the Agreement was entered into shall govern interpretation of this Agreement. If any term is deemed unenforceable, the remainder of the Agreement shall stay in full force and effect.



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

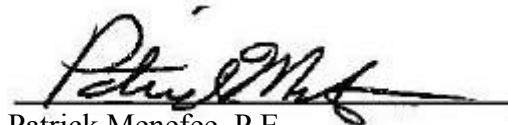
From: Patrick Menefee, P.E., City Engineer

Date: February 28th, 2017

Subject: 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.

The proposed agreement is for a geotechnical report needed to assist in the construction of the Mid America Trail pedestrian bridge. This report is necessary prior to proceeding with any design plans. Due to budget transfers impacting the Mid America Park Trail capital outlay, the funds for this project will be appropriated out of the Projects Approved by Council capital outlay line item in the 157 Capital Improvements Fund.

Staff recommends entering into the agreement.



Patrick Menefee, P.E.  
City Engineer

Attachments



**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, Community Services Director

Date: February 28, 2017

Subject: Discussion and consideration of approving a new slate of 2017 summer events at C. J. Johnson Central Park at Town Center.

The Park Board unanimously recommended at the February 15, 2017 meeting that City Staff pursue a new slate of summer activities in C. J. Johnson Central Park. Despite Parks and Recreation staff's best efforts to reinvent our summer entertainment events attendance continues to wane. In an effort to increase 2016 attendance our summer concerts underwent a change in venue and rebranding and the Summer Cinemas frequency was reduced. We have come to realize that people change, lifestyles change and therefore their wants and needs change as well. In an effort to accommodate the message we have been sent, we pitched to the Park Board a new event that consolidates a few of our existing summer park entertainment offerings into one larger event. We believe people are over committed in today's fast paced society, therefore, it is important our offerings be worthy of their precious time, and with less frequency we can deliver higher quality. Consequently, this new idea is a reoccurring event on the first Friday of every month June – September. We believe this event has the potential to create a buzz in our community. In time attendees will realize this is a Midwest City staple. In addition, the longer interval between events will create anticipation for next month.

Finally, our intent is for every event to share some commonalities like food trucks, life size games, yard games, music performances from 6:30 – 8:30 p.m. and a movie from 9:30 – 11p.m. Conversely, every month's event would possess some uniqueness as well. For example, June could be host to a "Summer Bash" theme, July is Parks & Recreation month so that could be the theme, while August could be host to a "Back to School" theme and in an effort to engage one of Parks and Recreation's more active partners, Alliance Health, September could be "Health Awareness". Discussion has ensued about the potential of partnering with different local community partners and charities to host pet adoptions, Christmas in July fundraisers, school supply drives and a Cure for Cancer fund raising activity. These partners could also be responsible for children's activities during the concert, helping parents to enjoy the music without fear of what their children are doing. Staff recommends approval.

Vaughn K. Sullivan  
Public Works Director

Attachment: Tentative First Friday Event Schedule

# First Friday Event

## Charles J. Johnson Central Park

- June
  - Summer Bash
  - Pet Adoption Trailer
  - Bubbles
  - Bubble Suit
- July
  - Parks and Recreation Month
  - Sand Volleyball
  - Badminton
  - Arts and Crafts tent to engage children in discovering nature
  - Partner with Gymnastics/Dance Studio
  - Christmas in July Fundraiser
- August
  - Back to School
  - Partner with Mid-Del Schools
  - School Supply Drive
  - Water Sports/Slip n' Slide
- September
  - Health Awareness
  - Partner with Alliance Health
  - Jump Roping
  - Hula Hoops
  - Rock Climbing

Steady features for each month

- Musical Performances
- Movies
- Food Trucks
- Face Painting
- Pop Up Shops
- Cornhole
- Giant Jenga
- Giant Bowling

- Yard Darts
- Stilts Walker
- Toddler Area (duck pond, balls, etc.)



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

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

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

**To:** Honorable Mayor and Council  
**From:** Patrick Menefee, P.E., City Engineer  
**Date:** February 28th, 2017  
**Subject:** Discussion and consideration of approving the following sidewalk projects for construction in calendar year 2017 utilizing the Sidewalk Fee and Sidewalk/Trails Fee Funds.

At the February 14th, 2017 Sidewalk Committee Meeting, the Committee recommended the following sidewalk projects listed below for the calendar year 2017 utilizing funds as they become available from the Sidewalk Fee Fund for construction:

| Project # | Location   | Description                       | Linear Feet Of Sidewalk | Cost Estimate          |
|-----------|--|-----------------------------------|-------------------------|------------------------|
| 1         | NE 10 <sup>th</sup> St – Douglas to Post                     | Installation                      |                         | \$130,000              |
| 2         | Post Rd – Reno to NE 10 <sup>th</sup>                        | Engineering                       |                         | \$30,000-engineering   |
| 3         | S.E. 29 <sup>th</sup> St – Douglas to Post                   | Engineering                       |                         | \$30,000-engineering   |
| 4         | S.E. 29 <sup>th</sup> St – Post East                         | Engineering                       |                         | \$15,000-engineering   |
| 5         | S Post Road – S E 10 <sup>th</sup> St to SE 15 <sup>th</sup> | Concrete plus ramp                | 1,875                   | \$35,000               |
| 6         | W. Fairchild –Air Depot to Jarman Middle School              | Concrete only                     | 1,650                   | \$40,000               |
| 7         | Adair – Harr Drive to Rose State College                     | Concrete only (plus right of way) | 1,070                   | \$35,000 (without row) |
| 8         | Felix – SE 15 <sup>th</sup> St to E Nothrup                  | Concrete/ ramps                   | 800                     | \$14,000               |

The attached Sidewalk Project Status Map shows the proposed sidewalk projects recommended for construction as well as the status of the arterial sidewalk projects for your review.

Approval of sidewalk projects is at the discretion of the Council.

Patrick Menefee, P.E.  
 City Engineer

Attachment

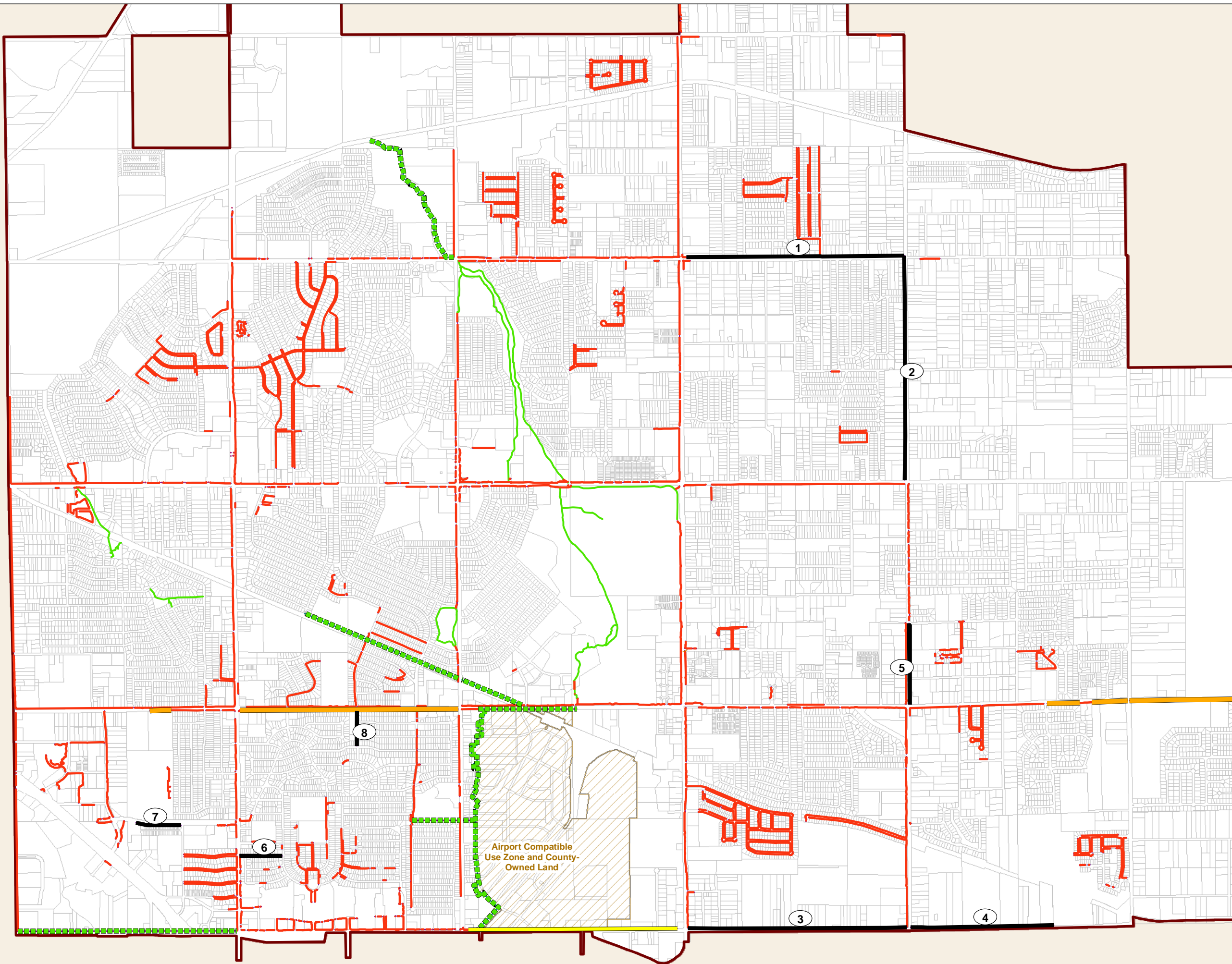
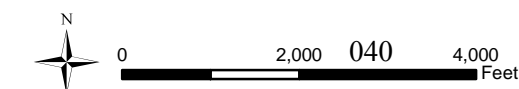
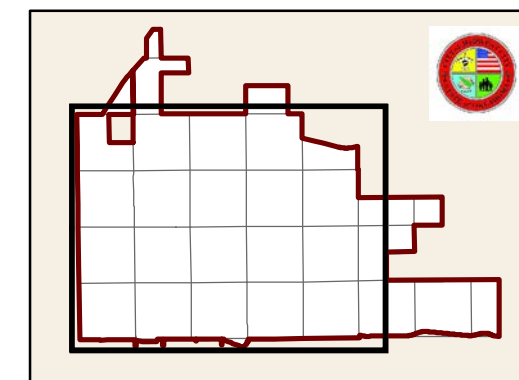


## Sidewalk Project Status

Revised: February 14, 2017

*Legend*

- Sidewalk/Trail Under Design
- Pending Construction
- Proposed Sales Tax Funded Project
- Proposed with Roadway Project
- Existing Sidewalks
- Park Trails







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:** February 28, 2017

**Subject:** (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.

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

**Applicants:** Frank McLendon, MLB Homes

**Owner:** MLB Homes

**Proposed Use:** Duplexes

**Size:**

The area of request has a frontage along N. Midwest Blvd. of approximately 121 feet and a depth of approximately 200 feet, containing an area of approximately .781 acres, more or less.

**Development Proposed by Comprehensive Plan:**

Area of Request – LDR, Low Density Residential  
North and West – PSP, Public/Semi-Public  
East – POS, Parks/Open Space  
South – MDR, Medium Density Residential

**Zoning Districts:**

Area of Request – R-6, Single Family Detached Residential  
North, East and West – R-6, Single Family Detached Residential  
South – R-2F, Two Family Attached Residential

**Land Use:**

Area of Request –vacant  
North – Atkinson Heritage Museum  
South – vacant land  
East – single family residences  
West – Hidden Creek Golf Course

**Comprehensive Plan Citation:**

Medium Density Residential Land Use

This use is representative of two-family, attached dwelling units, such as duplex units and townhomes. Medium density land uses often provide areas for “empty nesters” who may not want the maintenance of a large-lot single-family home and for young families who may find a townhome or duplex more affordable than a single-family home. It is anticipated that new areas for medium density land use will be developed in the future.

**Municipal Code Citation:**

2.8. R-2F, Two Family Attached Residential District

2.8.1 General Description

This district allows two family attached dwellings. The principal use of land is for two family attached dwellings with provisions for accommodating the sale of individual attached units.

Internal stability, attractiveness, order and efficiency are encouraged by providing for adequate light, air and open space for dwellings and related facilities and through consideration of the proper functional relationship and arrangement of each element.

**History:**

1. This area was zoned single family residential with the adoption of the 1985 and the 2010 Zoning Ordinances.
2. The area of request was platted as a part of Leisure Living Estates in 1975.
3. The Planning Commission recommended approval of this request February 7, 2017.

**Staff Comments:**

**Engineering Comments:**

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

A six (6) inch public water main is located on the north side of Leisure Drive in the street right-of-way adjacent to the southeast side of the area of request. A twenty four (24) inch public water main is located on the east side of Midwest Boulevard in the street right-of-way adjacent to the east side of the area of request. An eight (8) inch private well line is located on the west side of Midwest Boulevard in the street right-of-way adjacent to the east side of the area of request and along the north side of the subject property. It is **not** available for public use.

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 west 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 Leisure Drive and Midwest Boulevard. Leisure Drive is classified as a local road in the 2008 Comprehensive Plan. Leisure 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, Leisure Drive has fifty (50) feet of right-of-way adjacent to and parallel to the south side of the area of request.

Midwest Boulevard is classified as a secondary arterial in the 2008 Comprehensive Plan. Midwest Boulevard is a four (4) lane, 52-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred feet (100) adjacent to the area of request and presently, Midwest Boulevard has one hundred (100) 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.

Currently, there is not a sidewalk located along the frontage of the area of request. The applicant proposes a waiver to sidewalk improvements. A proposed sidewalk would have no connection point to any adjacent sidewalk, and as the adjacent area has already developed with no sidewalk being constructed, staff recommends the waiver.

#### Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is via overland flow from the southwest to the northeast. 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. Any and all future land disturbance activities or construction in the area of request is required to meet both local and FEMA requirements concerning floodplain development, including acquiring all necessary permits.

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 Comments:**

The Fire Marshall has reviewed this proposed rezoning under Chapter 15 of the Municipal Code and has no comment at this time.

#### **Planning Comments:**

Leisure Living Estates was originally platted in September of 1975. At the same time, all of the lots included within block 2 and lots 1 and 2 of block 3 of the plat were rezoned from single family residential to R-2, two family residential. Lot 3 of block 3 of Leisure Living Estates was not included in the rezoning request and has remained zoned for single family residential use.

The applicant is requesting to rezone Lot 3, block 3 of Leisure Living Estates from R-6, Single Family Detached Residential to R-2F, Two Family Attached Residential in order to build two duplex structures (four dwelling units). The item following this is an application to replat the property, dividing it down the middle to allow for two separate structures.

All setback and lot size requirements for the R-2F district will be required to comply with section 3.2 of the Zoning Ordinance. These regulations include a lot width of 40' per dwelling unit, lot depth of 100', front setback of 25' from the right-of-way, 7' side setback and 20' rear setback.

The structures must also comply with the exterior construction requirement of a minimum of 85% masonry materials. A minimum of two trees will be required to be planted in the front yard of each lot prior to issuance of a Certificate of Occupancy.

Staff has had a few inquiries about this item but as of this writing, no formal protest has been submitted.

Most of the houses that have been built within block 2 of Leisure Living Estates are single family dwellings. There are two duplex structures towards the north end of the street. Two vacant lots sit between the duplexes and the area of request. The applicant has purchased the vacant lots and plans to develop them as duplexes. As the zoning is consistent with the zoning to the south along Leisure Dr., staff recommends approval of this request.

**Action Required:** Approve or reject the ordinance to rezone to R2-F, Two Family Residential and approve or reject the resolution to amend the Comprehensive Plan to Medium Density Residential for the property as noted herein, subject to the staff comments and recommendations as found in the February 28, 2017, agenda packet, and as noted in PC – 1892 file.

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

Billy Harless, AICP  
Community Development Director

KG

RESOLUTION NO. 2017-\_\_\_\_\_

A RESOLUTION AMENDING THE 2008 COMPREHENSIVE PLAN MAP CLASSIFICATION FROM LDR, LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, FOR THE PROPERTY DESCRIBED IN THIS RESOLUTION WITHIN THE CITY OF MIDWEST CITY, OKLAHOMA.

**WHEREAS**, the 2008 Comprehensive Plan Map of Midwest City, Oklahoma shows the following described property identified as LDR:

Lot 3, Block 3 of Leisure Living Estates located in the NE/4 of Section 34, T-12-N, R-2-W of the Indian Meridian, Oklahoma County, Oklahoma.

**WHEREAS**, it is the desire of the Midwest City Council to amend the classification of the referenced property to Medium Density Residential;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA:**

That the classification of above described property located in Midwest City, Oklahoma is hereby changed to Medium Density Residential on the 2008 Comprehensive Plan Map.

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

CITY OF MIDWEST CITY, OKLAHOMA

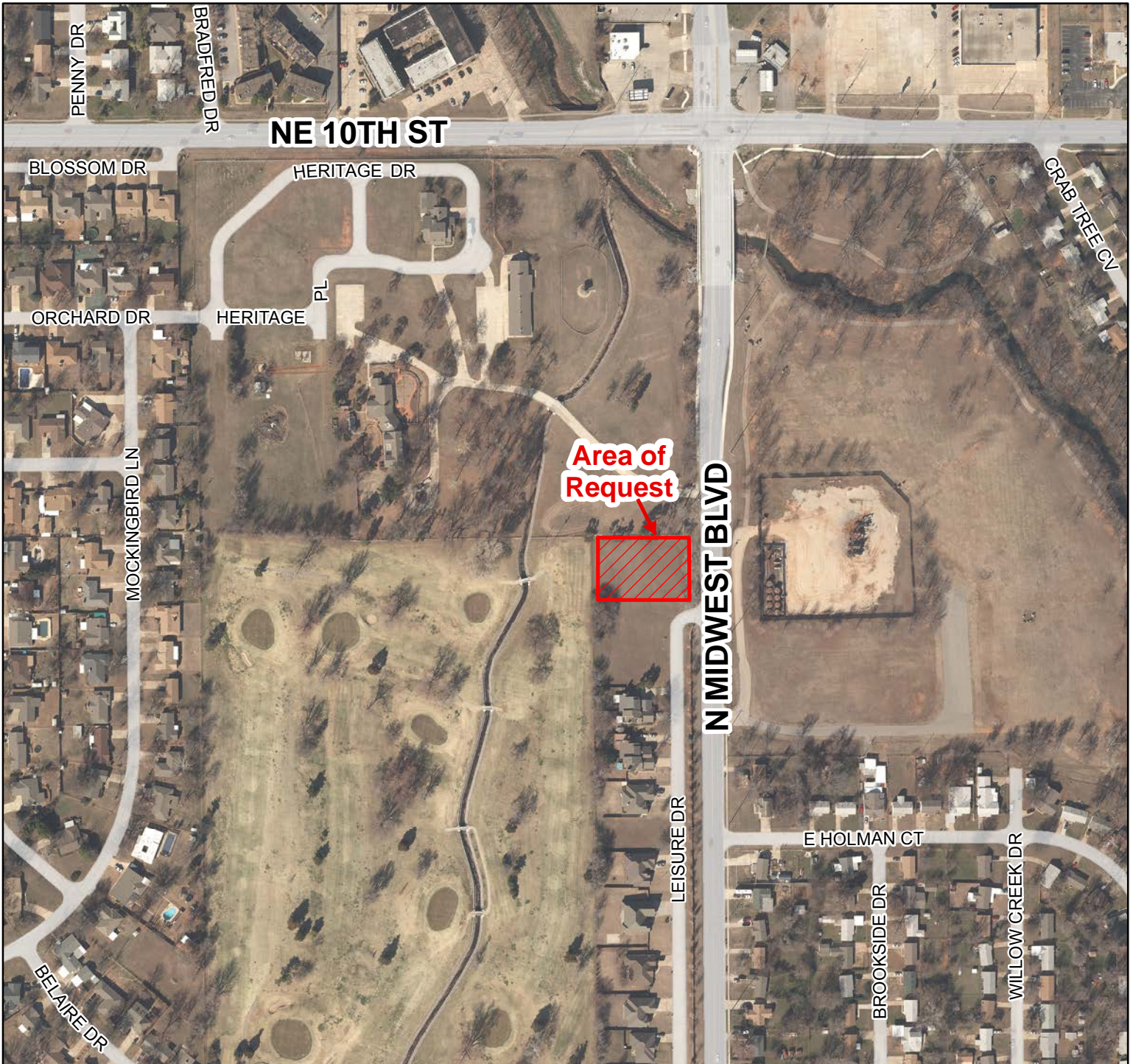
\_\_\_\_\_  
MATTHEW D. DUKES II, Mayor

ATTEST:

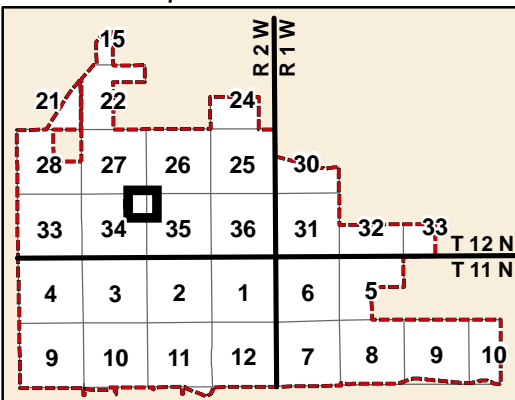
\_\_\_\_\_  
SARA HANCOCK, City Clerk

**APPROVED** as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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



Locator Map



**2015 DOP (AERIAL) VIEW FOR  
PC-1892  
(NE/4, Sec. 34, T12N, R2W)**



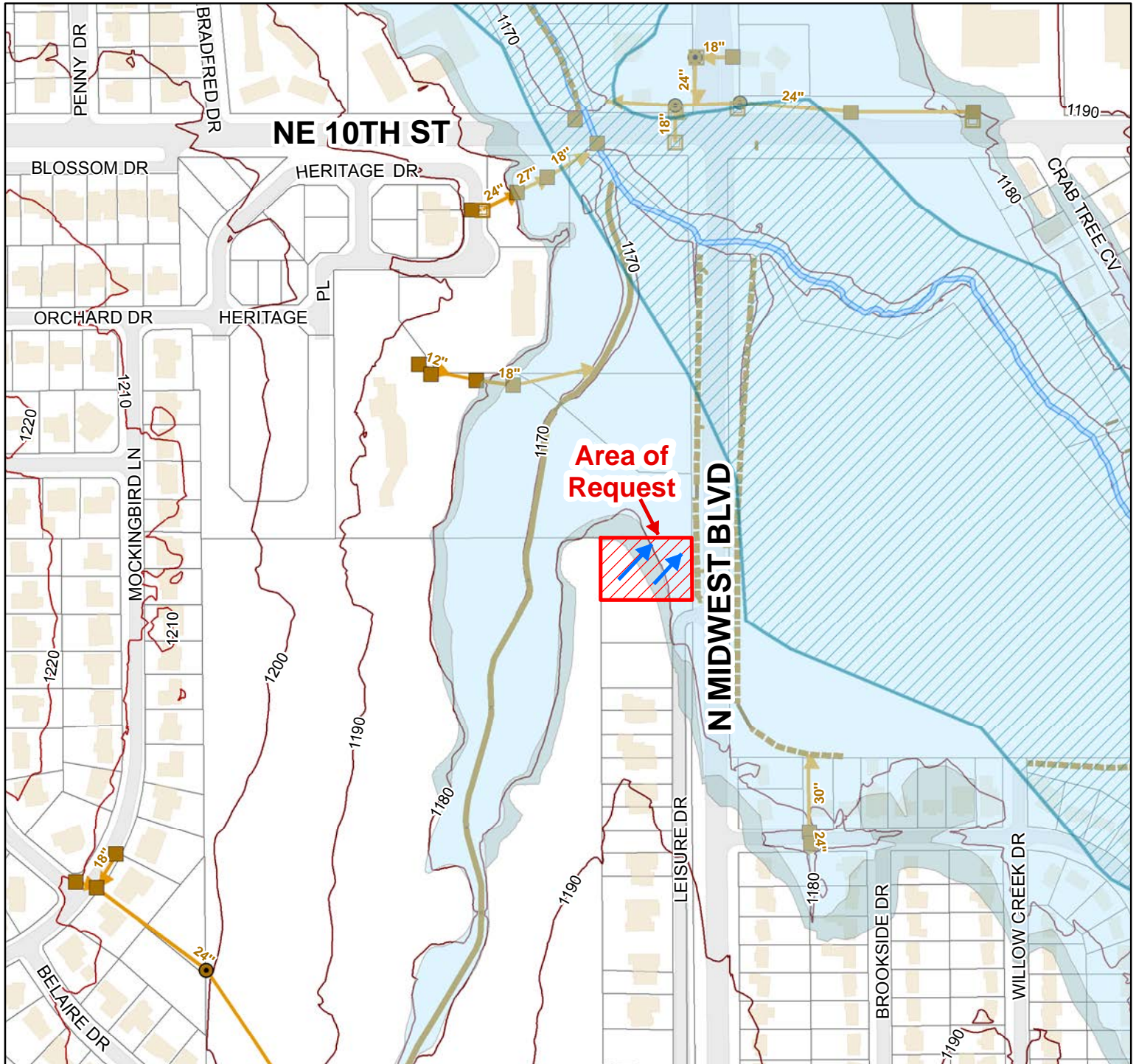
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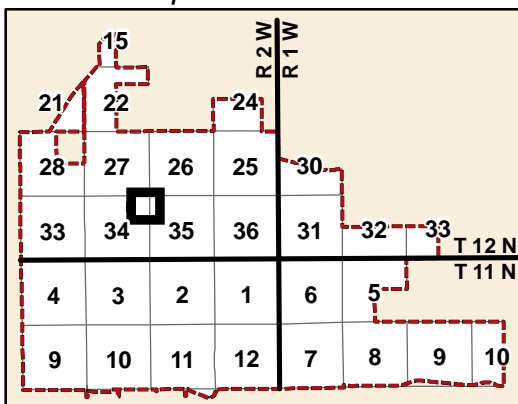
1 inch = 300 feet
















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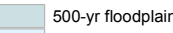
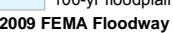
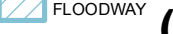



Locator Map



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

**2009 FEMA Floodplains**

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

**DRAINAGE LOCATION MAP FOR PC-1892 (NE/4, Sec. 34, T12N, R2W)**

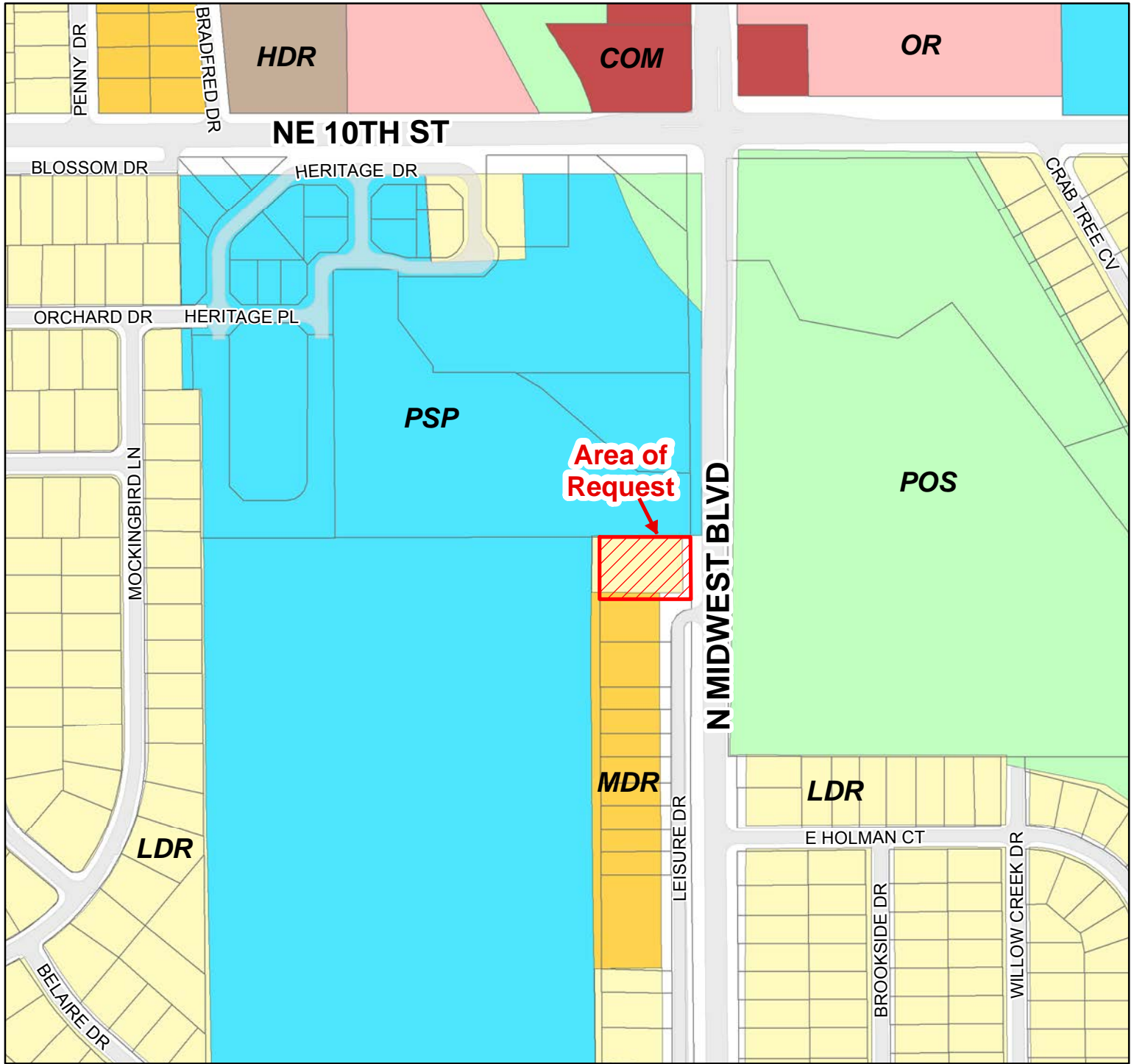


0 300 600 Feet

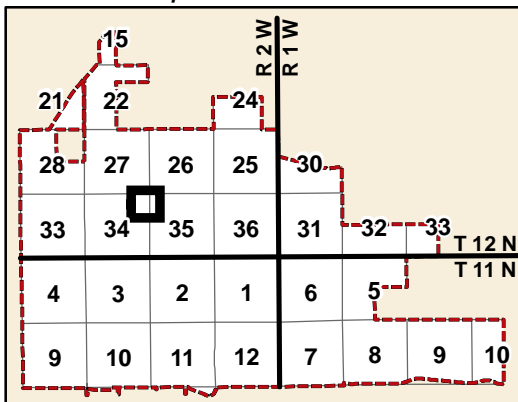


1 inch = 300 feet











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Locator Map

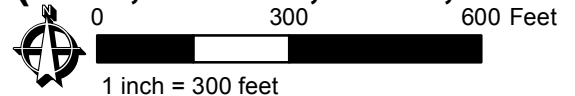


Future Land Use Legend

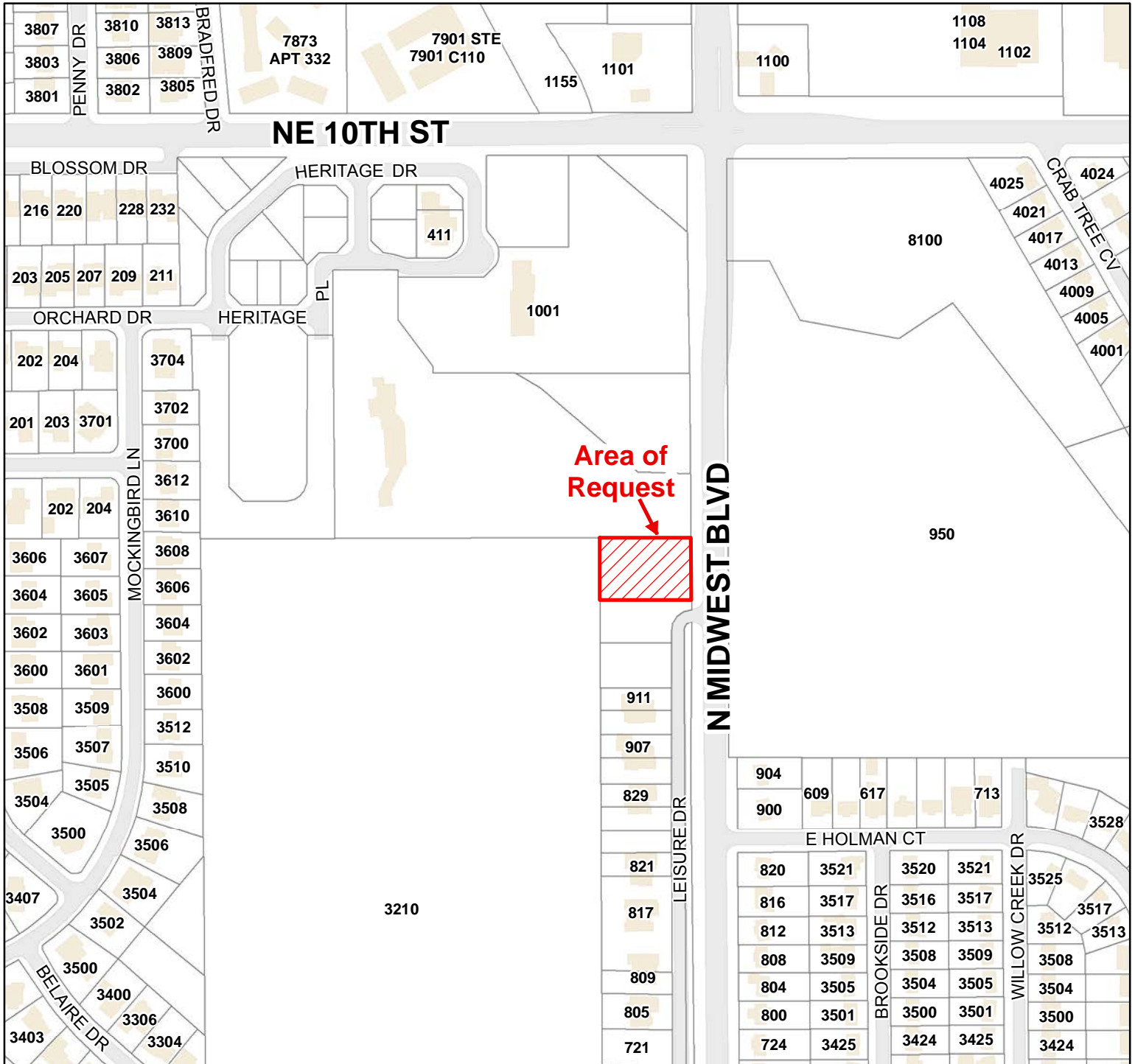
-  Single-Family Detached Residential
-  Medium Density Residential
-  High Density Residential
-  Manufactured Home
-  Public/Semi-Public
-  Parks/Open Space
-  Office/Retail
-  Commercial
-  Industrial
-  Town Center

**FUTURE LAND USE  
MAP FOR  
PC-1892**

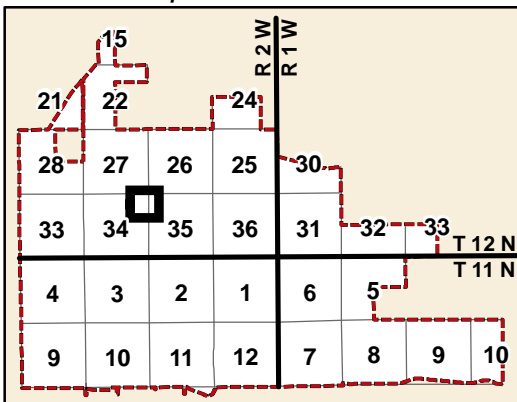
**(NE/4, Sec. 34, T12N, R2W)**








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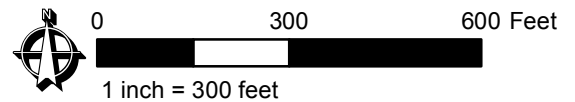
Locator Map



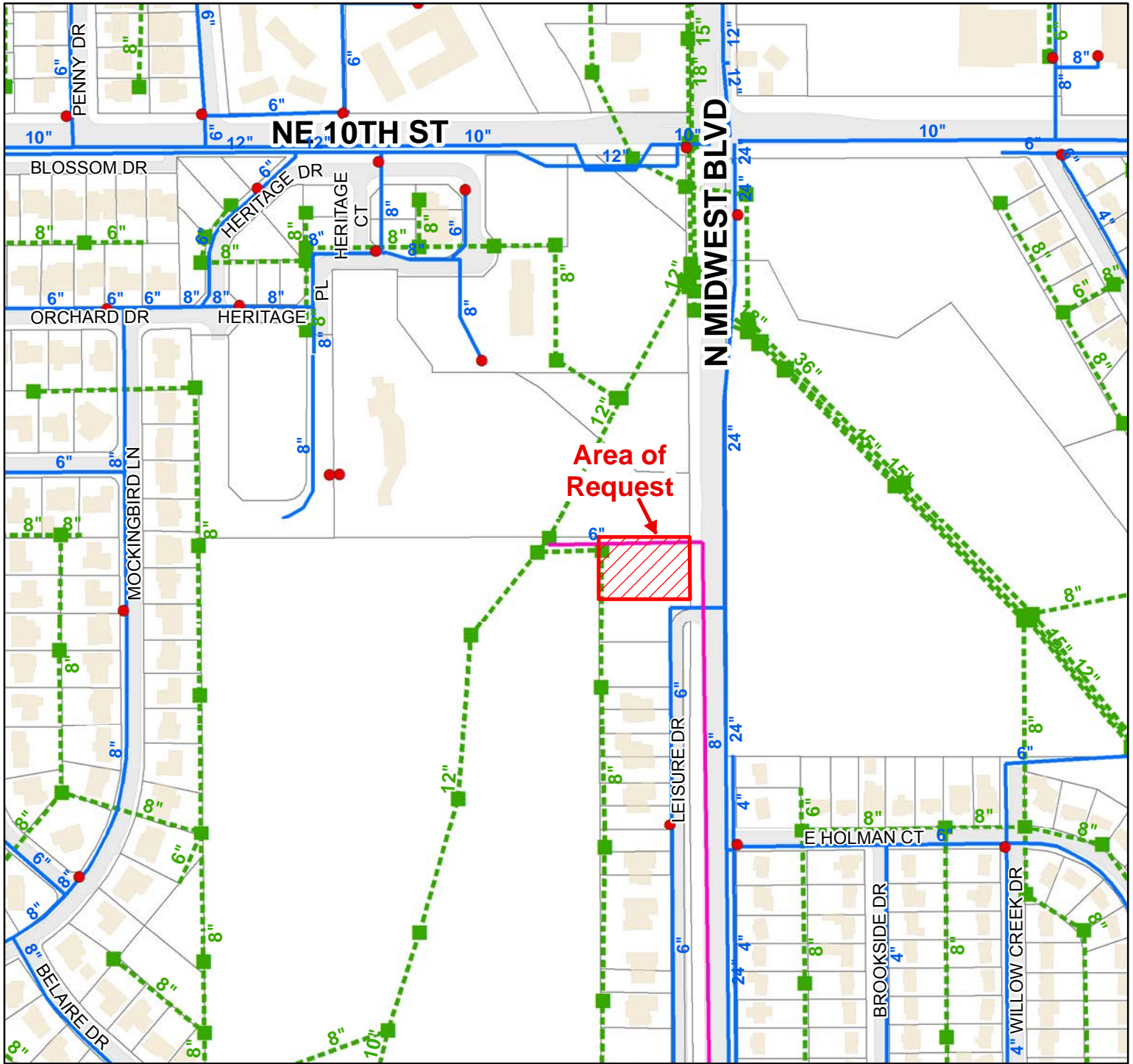
**General Map Legend**

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

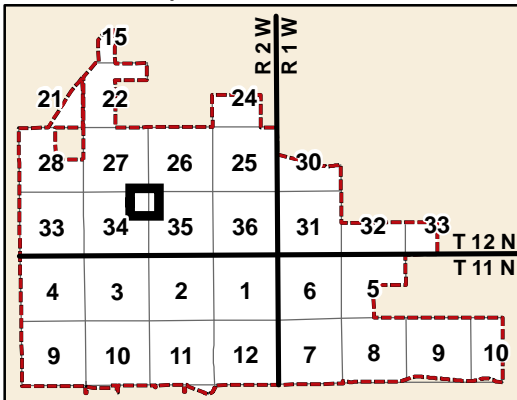
**GENERAL MAP FOR  
PC-1892  
(NE/4, Sec. 34, T12N, R2W)**



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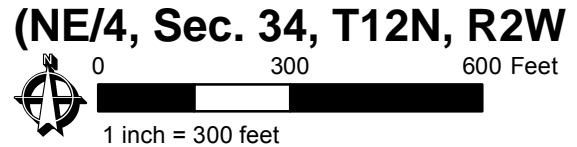
Locator Map



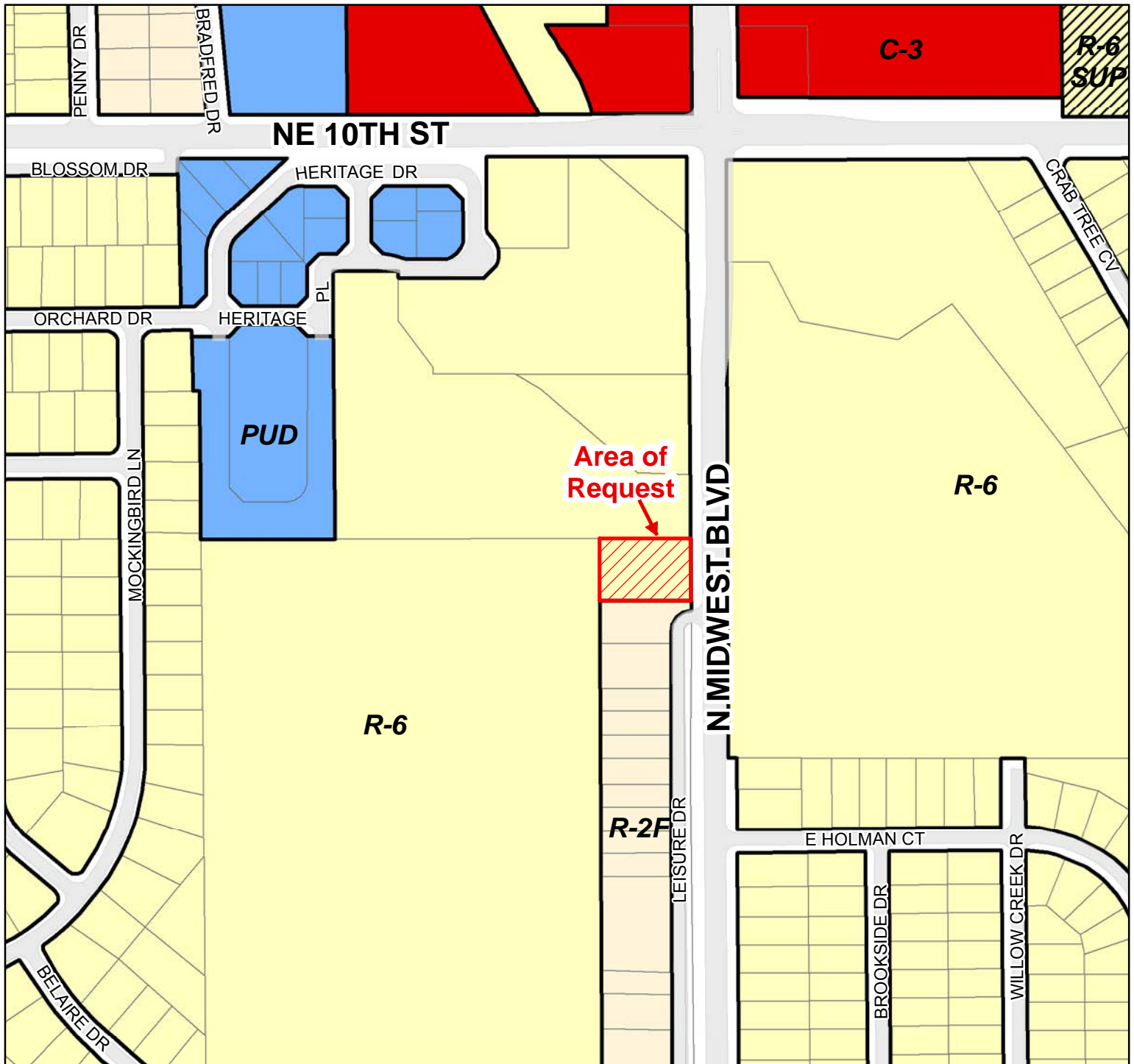
**Water/Sewer Legend**

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

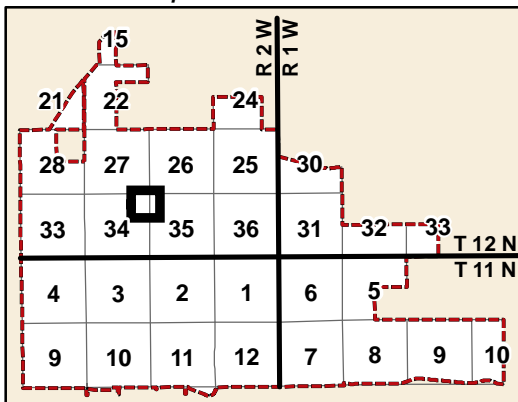
**WATER/SEWER LINE LOCATION MAP FOR PC-1892 (NE/4, Sec. 34, T12N, R2W)**



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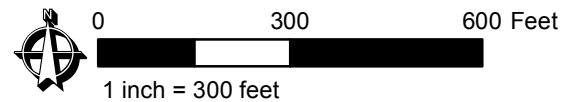
Locator Map



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-1892  
(NE/4, Sec. 34, T12N, R2W)**



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

Billy Harless, Community Development Director

ENGINEERING DIVISION  
Patrick Menefee, City Engineer  
CURRENT PLANNING DIVISION  
Kellie Gilles, Current Planning Manager  
COMPREHENSIVE PLANNING  
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:** February 28, 2017

**Subject:** (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 10<sup>th</sup> Street.

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

**Owner:** Frank McLendon, MLB Homes

**Applicant:** MLB Homes

**Size:**

The area of request has a frontage along N. Midwest Blvd. of approximately 121 feet and a depth of approximately 200 feet, containing an area of approximately .781 acres, more or less.

**Land Use:**

Area of Request – vacant  
North – Atkinson Heritage Museum  
South – vacant land  
East – single family residences  
West – Hidden Creek Golf Course

**Municipal Code Citation:**

2012 Subdivision Regulations

38-21.1. Purpose

A Replat of all or a portion of a recorded Plat may be approved without vacation of the recorded Plat, if the Replat meets the following criteria:

The Replat is signed and acknowledged by the owners of the property being replatted; and

The Replat does not propose to amend or remove any covenants or restrictions previously incorporated in the recorded plat.

**History:**

1. This area was platted in September of 1975.
2. A replat for block 2 of Leisure Living Estates was approved in July of 1980.
3. Planning Commission recommended approval – February 7, 2017

**Engineer's Comments:**

Note: This application is a request to replat property that meets current engineering requirements. As noted in the accompanying PC-1892 rezoning application, no new engineering improvements are required with this replatting application.

Water Supply and Distribution

A six (6) inch public water main is located on the north side of Leisure Drive in the street right-of-way adjacent to the southeast side of the area of request. A twenty four (24) inch public water main is located on the east side of Midwest Boulevard in the street right-of-way adjacent to the east side of the area of request. An eight (8) inch private well line is located on the west side of Midwest Boulevard in the street right-of-way adjacent to the east side of the area of request and along the north side of the subject property. It is **not** available for public use.

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 Sewer Collection and Disposal

An eight (8) inch public sewer main is located in an existing dedicated public utility easement adjacent to and along the west 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 Leisure Drive and Midwest Boulevard. Leisure Drive is classified as a local road in the 2008 Comprehensive Plan. Leisure 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, Leisure Drive has fifty (50) feet of right-of-way adjacent to and parallel to the south side of the area of request.

Midwest Boulevard is classified as a secondary arterial in the 2008 Comprehensive Plan. Midwest Boulevard is a four (4) lane, 52-foot wide, curbed, asphalt concrete roadway. Current code requires a total street right-of-way width of one hundred feet (100) adjacent to the area of request and presently, Midwest Boulevard has one hundred (100) 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.

Currently, there is not a sidewalk located along the frontage of the area of request. The applicant proposes a waiver to sidewalk improvements. A proposed sidewalk would have no connection point to any adjacent sidewalk, and as the adjacent area has already developed with no sidewalk being constructed, staff recommends the waiver.

Drainage and Flood Control, Wetlands, and Sediment Control

Drainage across the area of request is via overland flow from the southwest to the northeast. 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. Any and all future land disturbance activities or construction in the area of request is required to meet both local and FEMA requirements concerning floodplain development, including acquiring all necessary permits.

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. All right-of-way and easements will be reflected on the replat.

**Fire Marshal's Comments:**

The Fire Marshall has reviewed this proposed replat under Chapter 15 of the Municipal Code and has no comment at this time.

**Staff Comments:**

The Replat of lots 1, 2 and 3 of block 3 of Leisure Living Estates will create one additional lot and allow the developer of the property to build four (4) duplex structures, creating eight (8) dwelling units.

As noted earlier in this report, under the 2012 Subdivision Regulations existing plats may be reconfigured and new lots may be created utilizing the replatting process. This proposed replat is designed to reconfigure existing lots.



If the previous item, PC-1892, was approved, the new structures and lots will be required to meet the requirements of the R2-F zoning district as identified in the Zoning Ordinance.

Regarding the lot, the R2-F district requires a minimum lot size of 9600 square feet, minimum lot width of 40' per dwelling unit, 7' side setback and 20' rear setback. The structures must comply with the following regulations: 35' maximum building height, 50% maximum building coverage, 85% masonry materials (100% facing the street) and a 5:12 roof pitch. Proposed lots 1, 2 and 3 will have access from Leisure Dr. and proposed lot 4 will have access from N. Midwest Blvd.

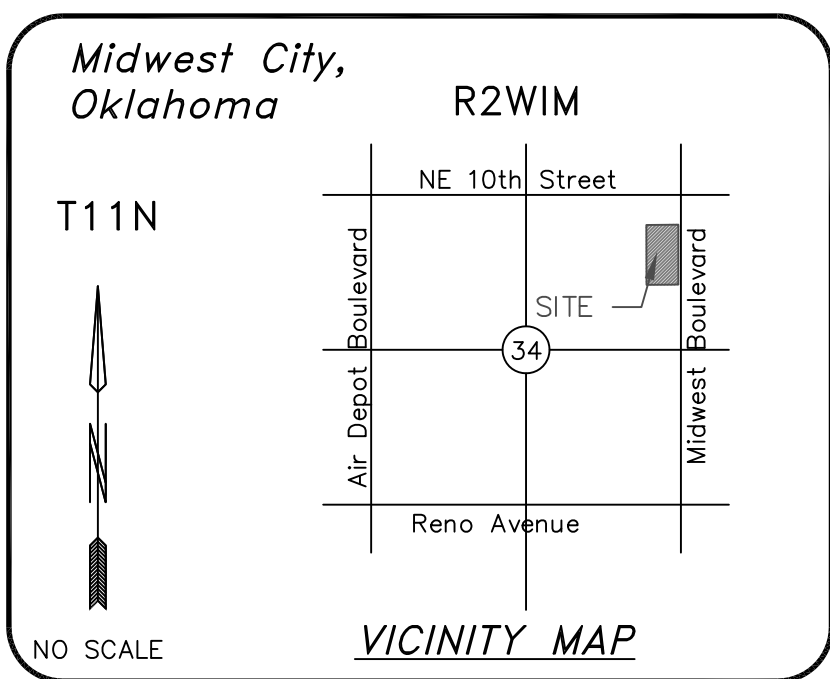
As this replat meets the subdivision regulations, staff recommends approval of the replat of lots 1, 2, and 3 of block 3 of Leisure Living Estates, subject to these comments.

**Action Required:** Approve or reject the replat of lots 1, 2 and 3 of block 3 of Leisure Living Estates, subject to the staff comments as found in the February 28, 2017 agenda packet and made a part of PC-1893 file.



Billy Harless, AICP  
Community Development Director

KG



# RE-PLAT OF LOT 1, LOT 2, LOT 3, OF BLOCK 3 IN LEISURE LIVING ESTATES

TO THE CITY OF MIDWEST CITY  
BEING A PART OF THE NE1/4,  
SECTION 34, T12N, R2W.I.M.,  
OKLAHOMA COUNTY, OKLAHOMA.

**OWNER'S CERTIFICATE AND DEDICATION**

KNOW ALL MEN BY THESE PRESENT:

THAT \_\_\_\_\_ HEREBY CERTIFIES THAT THEY ARE THE OWNER OF AND THE ONLY PERSON OR ENTITY HAVING ANY RIGHT, TITLE OR INTEREST IN AND TO THE LAND SHOWN ON THE SAID RE-PLAT OF LOT 1, LOT 2, LOT 3, OF BLOCK 3 IN LEISURE LIVING ESTATES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT ONE (1), LOT TWO (2), LOT THREE (3), OF BLOCK THREE (3) TO LEISURE LIVING ESTATES, A PART OF THE NE 1/4, SECTION 34, T11N, R2W.I.M., OKLAHOMA COUNTY, OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF.

THEY FURTHER CERTIFY THAT THEY HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AS SHOWN ON THE SAID FINAL PLAT, WHICH SAID FINAL PLAT REPRESENTS A CORRECT SURVEY OF ALL PROPERTY INCLUDED THEREIN UNDER THE RE-PLAT OF LOT 1, LOT 2, LOT 3, OF BLOCK 3 IN LEISURE LIVING ESTATES. THEY FURTHER CERTIFY THAT THEY ARE THE OWNER OF AND THE ONLY PERSON, FIRM, OR CORPORATION WHO HAS ANY RIGHT, TITLE, OR INTEREST TO THE LAND INCLUDED IN THE ABOVE MENTIONED FINAL PLAT AND THEY DO HEREBY DEDICATE ALL UTILITY AND DRAINAGE EASEMENTS AS SHOWN ON SAID FINAL PLAT TO THE USE OF THE PUBLIC, FOR PUBLIC DRAINAGE AND UTILITIES FOR THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNEES FOREVER AND HAS CAUSED THE SAME TO BE RELEASED FROM ALL ENCUMBRANCES.

WITNESSED BY OUR HAND(S) THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

ST. CHARLES DEVELOPMENT, LLC  
1723 W. BRITTON ROAD  
OKLAHOMA CITY, OK 73120

\_\_\_\_\_  
KEITH WILSON, MANAGER

STATE OF OKLAHOMA  
COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, PERSONALLY APPEARED FRANK McLENDON, AS MANAGER OF MLB HOMES, TO ME KNOWN TO BE THE IDENTICAL PERSONS WHO SIGNED THE NAME OF THE MAKER TO THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THERE FREE AND VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY, FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

MY COMMISSION EXPIRES: \_\_\_\_\_  
MY COMMISSION NUMBER: \_\_\_\_\_

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

**CITY PLANNING COMMISSION APPROVAL**

I, THE UNDERSIGNED, CHAIRMAN OF THE CITY PLANNING COMMISSION OF THE CITY OF MIDWEST CITY, OKLAHOMA, DO HEREBY CERTIFY THAT SAID PLANNING COMMISSION DULY APPROVED THE FINAL PLAT OF RE-PLAT OF LOT 1, LOT 2, LOT 3, OF BLOCK 3 IN LEISURE LIVING ESTATES, AN ADDITION TO THE CITY OF MIDWEST CITY, A PART OF THE NE 1/4, SECTION 34, T12N, R2W.I.M., OKLAHOMA COUNTY, ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
CHAIRMAN

**SURVEYOR'S CERTIFICATE**

I, TROY DEES, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 1745 IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THIS RE-PLAT OF LOT 1, LOT 2, LOT 3, OF BLOCK 3 IN LEISURE LIVING ESTATES, CONSISTING OF ONE (1) SHEET, REPRESENTS A CAREFUL SURVEY MADE UNDER MY SUPERVISION ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2018, AND THAT MONUMENTS SHOWN THEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, THAT THIS SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF SECTION 39 OF THE MIDWEST CITY CODE OF ORDINANCE, AND THAT SAID FINAL PLAT COMPLIES WITH THE REQUIREMENTS OF TITLE II SECTION 41-108 OF THE OKLAHOMA STATE STATUTES.

\_\_\_\_\_, 2017

TROY DEES, PLS# 1745  
920 NW 139TH ST, PKWY  
OKLAHOMA CITY, OK 73013  
C.A. 37265 / EXP DATE 8/30/2018  
TELEPHONE: (405)802-7883

STATE OF OKLAHOMA }  
COUNTY OF OKLAHOMA } §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2017, PERSONALLY APPEARED MICAH E. GUSTIN TO ME KNOWN TO BE THE IDENTICAL PERSON WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND HE EXECUTED THE SAME AS THE FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET FORTH.

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

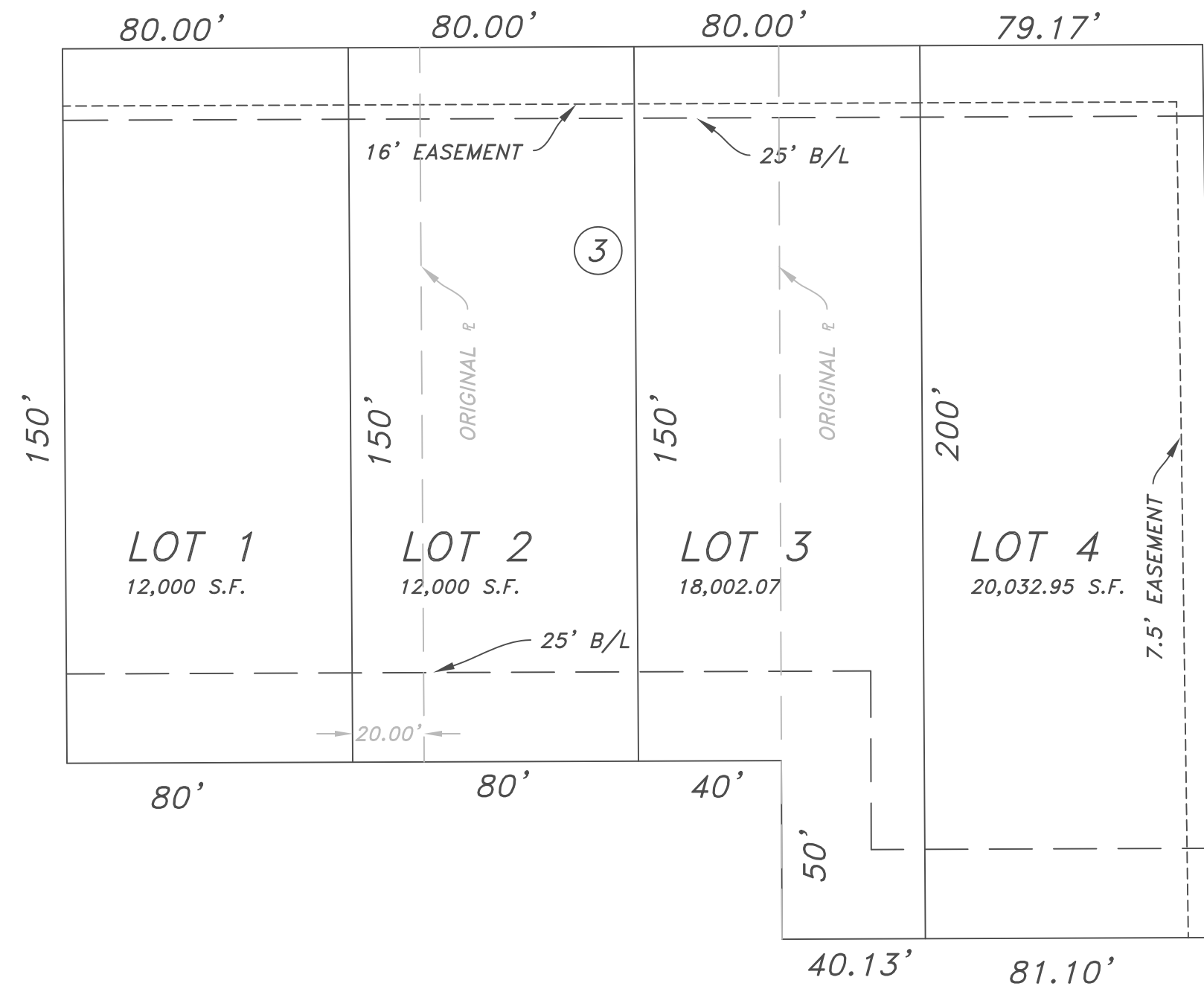
MY COMMISSION EXPIRES: \_\_\_\_\_, 2017  
MY COMMISSION NUMBER: \_\_\_\_\_

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

CITY OF MIDWEST CITY  
ATTN: CITY CLERK  
100 N. MIDWEST BOULEVARD  
MIDWEST CITY, OK 73110

JEREMY L. AND MOLLY M. VUKUSICH  
911 LEISURE DRIVE  
MIDWEST CITY, OK 73110

ROSE STATE COLLEGE FOUNDATION, INC  
6420 SE 15TH ST  
MIDWEST CITY, OK 73110



CITY OF MIDWEST CITY  
ATTN: CITY CLERK  
100 N. MIDWEST BOULEVARD  
MIDWEST CITY, OK 73110

**LEGEND**

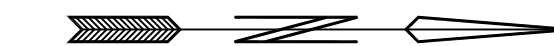
|       |   |
|-------|---|
| ○     | MONUMENT FOUND                              |
| _____ | SUBJECT PROPERTY                            |
| _____ | PROPERTY LINE                               |
| _____ | ORIGINAL PLATTED LOTS                       |
| _____ | CENTER LINE                                 |
| _____ | SECTION LINE                                |
| _____ | BUILDING LIMIT LINE (B/L)                   |
| _____ | RIGHT-OF-WAY LINE (R/W)                     |
| _____ | UTILITY EASEMENT LINE (U/E)                 |
| _____ | PLATTED CALLS FROM FINLEY'S MEADOW GARDEN'S |

(00°00'00" (0.00°)

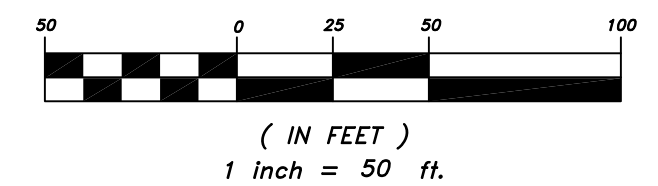
**DATUM INFORMATION**

BEARINGS ARE ON  
OKLAHOMA STATE PLANE  
COORDINATE SYSTEM  
OKLAHOMA NORTH ZONE DATUM  
NAD 83, NAVD 88, U.S. FEET.

CONTROL MONUMENT DESIGNATION  
WDS MAPPING PLANE  
GRID NORTH IS (N 00°00'00" E).



**GRAPHIC SCALE**



**CERTIFICATE OF COUNTY TREASURER**

I, FORREST FREEMAN, DO HEREBY CERTIFY THAT I AM DULY ELECTED, QUALIFIED, AND ACTING COUNTY TREASURER OF OKLAHOMA COUNTY, STATE OF OKLAHOMA AND THAT THE TAX RECORDS OF SAID COUNTY SHOW ALL TAXES ARE PAID FOR THE YEAR 20\_\_ AND PRIOR YEARS ON THE LAND SHOWN ON THE RE-PLAT OF LOT 1, LOT 2, LOT 3, OF BLOCK 3 IN LEISURE LIVING ESTATES; THAT THE REQUIRED STATUTORY SECURITY HAS BEEN DEPOSITED IN THE OFFICE OF THE COUNTY TREASURER, GUARANTEEING PAYMENT OF THE CURRENT YEAR'S TAXES.  
IN WITNESS WHEREOF SAID COUNTY TREASURER HAS CAUSED THIS INSTRUMENT TO BE EXECUTED AT \_\_\_\_\_, 20\_\_ IN OKLAHOMA COUNTY, STATE OF OKLAHOMA, THIS \_\_\_\_ DAY OF \_\_\_\_\_.

\_\_\_\_\_  
COUNTY TREASURER - FORREST FREEMAN

**APPROVAL OF PLAT AND ACCEPTANCE OF DEDICATION BY CITY COUNCIL**

BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF MIDWEST CITY, OKLAHOMA, THAT THE RECORDS OF SAID COUNTY SHOW THAT THE TITLE TO SAID LAND SHOWN ON THE RE-PLAT OF LOT 1, LOT 2, LOT 3, OF BLOCK 3 IN LEISURE LIVING ESTATES, SHOWN HEREON IS HEREBY APPROVED AND ACCEPTED.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIDWEST CITY, OKLAHOMA THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
MAYOR - MATT DUKES

\_\_\_\_\_  
CITY CLERK - SARA HANCOCK

**BONDED ABSTRACTOR'S CERTIFICATE**

THE UNDERSIGNED DULY QUALIFIED AND LAWFULLY BONDED ABSTRACTOR OF TITLES IN AND FOR OKLAHOMA COUNTY AND STATE OF OKLAHOMA, HEREBY CERTIFIES THAT THE RECORDS OF SAID COUNTY SHOW THAT THE TITLE TO SAID LAND SHOWN ON THE RE-PLAT OF LOT 1, LOT 2, LOT 3, OF BLOCK 3 IN LEISURE LIVING ESTATES, IS VESTED IN \_\_\_\_\_ AND THAT ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, THERE ARE NO ACTIONS PENDING OR JUDGMENTS OF ANY NATURE IN ANY COURT OR ON FILE WITH THE CLERK OF ANY COURT IN SAID COUNTY AND STATE AGAINST SAID LAND OR THE OWNER(S) THEREOF, THAT THE TAXES ARE PAID FOR THE YEAR 20\_\_ AND PRIOR YEARS, THAT THERE ARE NO OUTSTANDING TAX SALES CERTIFICATES AGAINST SAID LAND AND NO TAX DEEDS ARE ISSUED TO ANY PERSON, THAT THERE ARE NO LIENS OR OTHER ENCUMBRANCES OF ANY KIND AGAINST THE LAND INCLUDED IN THE FINAL PLAT EXCEPT EASEMENTS, MORTGAGES AND MINERALS CONVEYANCES OF RECORD.  
EXECUTED AT \_\_\_\_\_, IN \_\_\_\_\_ COUNTY, OKLAHOMA, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

AMERICAN EAGLE TITLE GROUP, LLC

BY: \_\_\_\_\_  
MANAGER

BY: \_\_\_\_\_  
VICE PRESIDENT

STATE OF OKLAHOMA }  
COUNTY OF OKLAHOMA } §

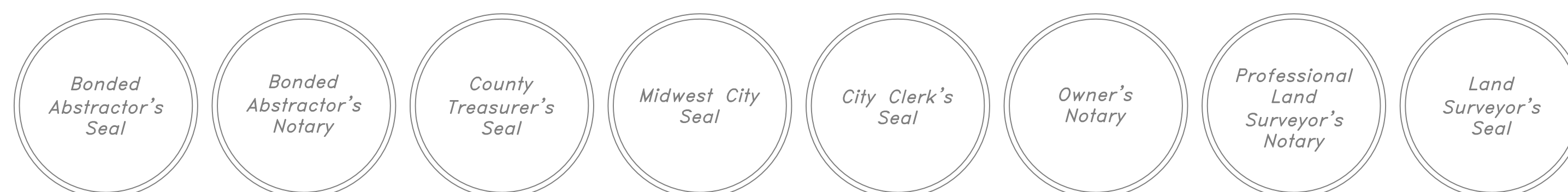
BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, PERSONALLY APPEARED \_\_\_\_\_ TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED THE NAME OF THE MAKER THEREOF AND THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND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

MY COMMISSION EXPIRES: \_\_\_\_\_  
MY COMMISSION NUMBER: \_\_\_\_\_

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

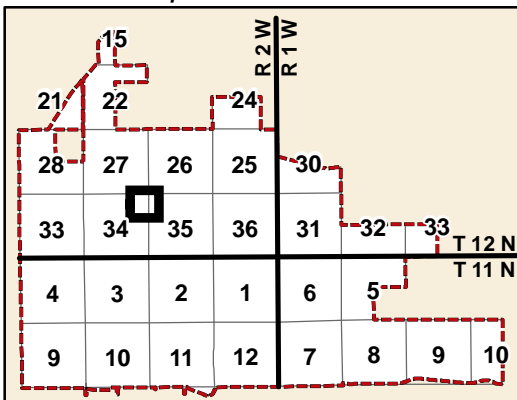
OWNER NAME  
MLB HOMES  
1723 W. BRITTON ROAD  
OKLAHOMA CITY, OK 73120

## RE-PLAT OF LOT 1, LOT 2, LOT 3, OF BLOCK 3 IN LEISURE LIVING ESTATES





Locator Map



**2015 DOP (AERIAL) VIEW FOR  
PC-1893  
(NE/4, Sec. 34, T12N, R2W)**

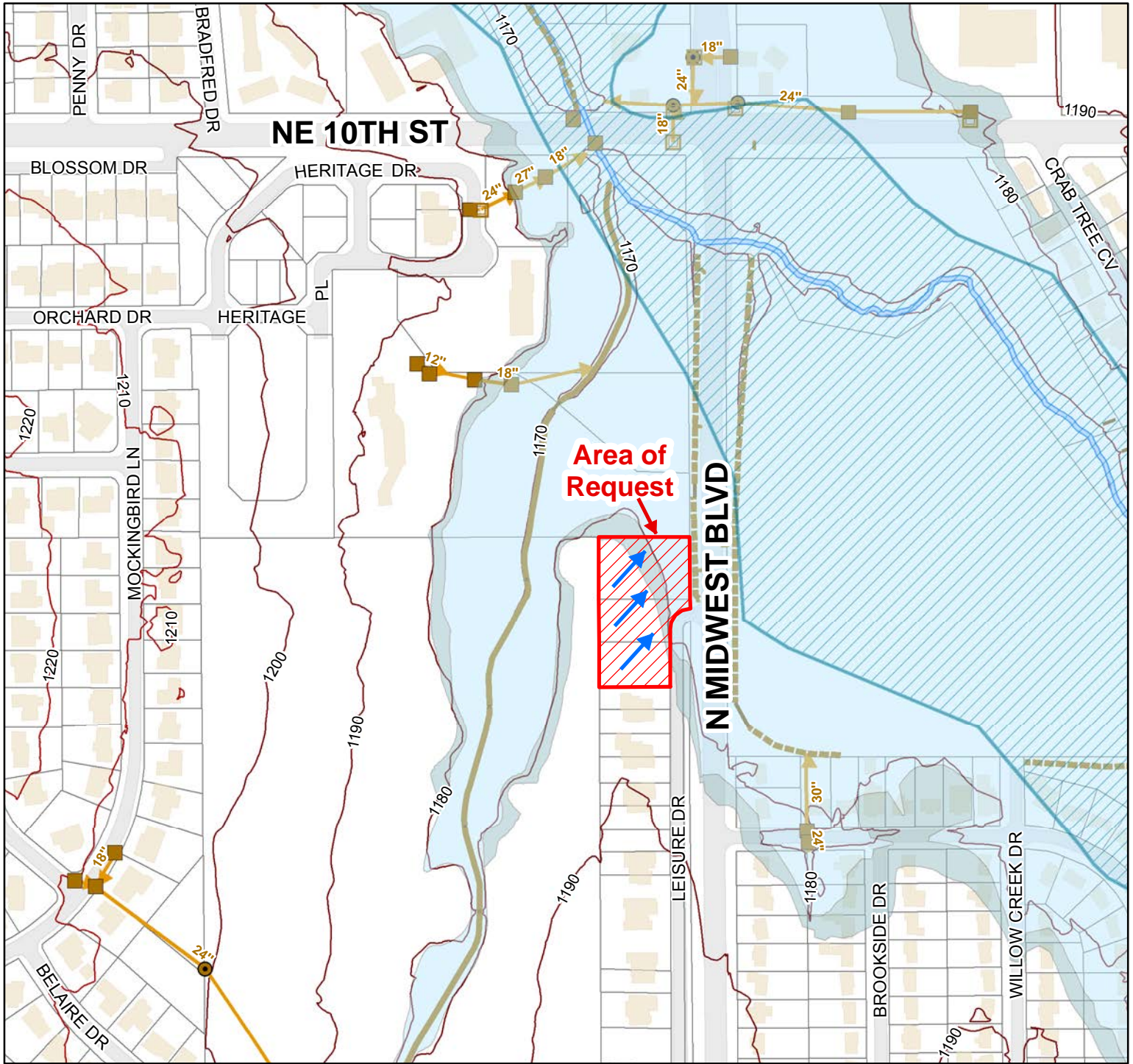


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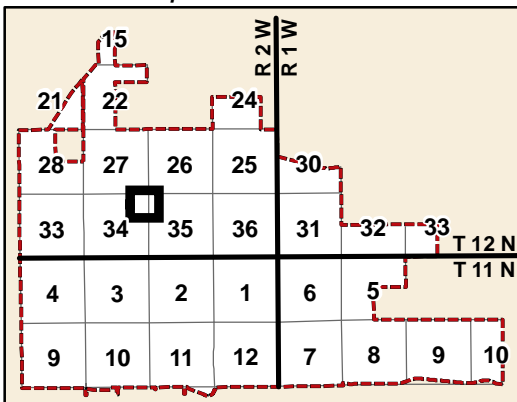

















1 inch = 300 feet

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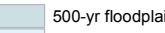
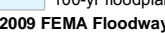




Locator Map



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

**2009 FEMA Floodplains**

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

**DRAINAGE LOCATION MAP FOR PC-1893 (NE/4, Sec. 34, T12N, R2W)**

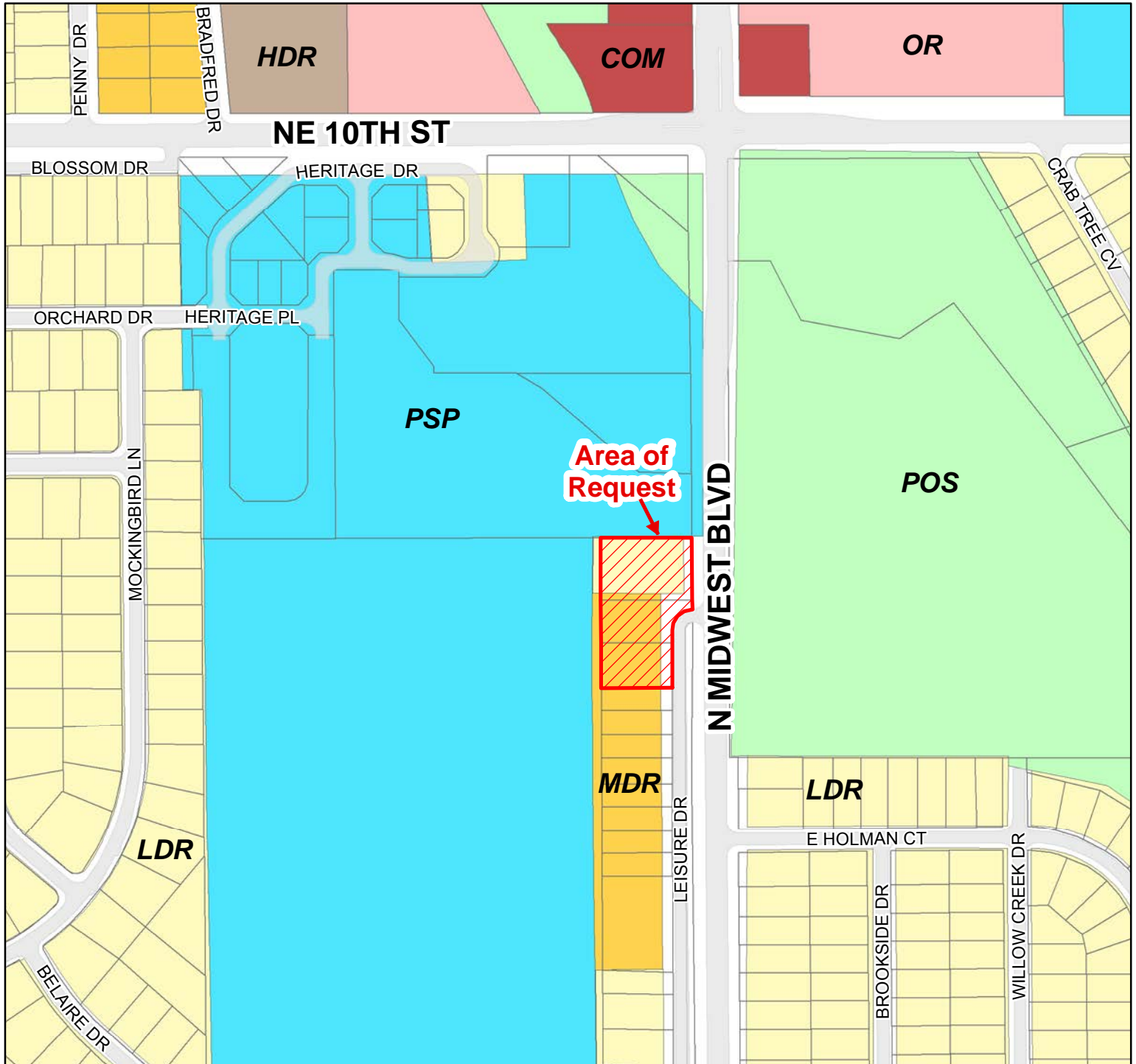


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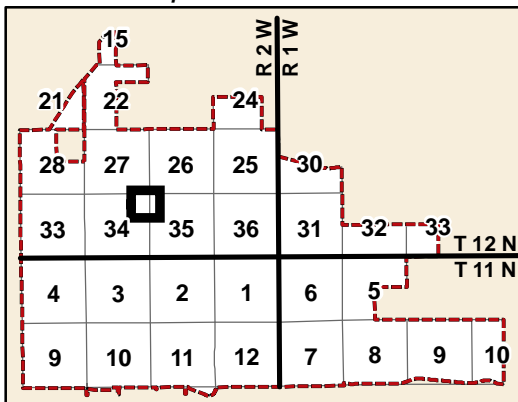


1 inch = 300 feet











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Locator Map

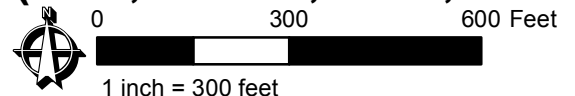


Future Land Use Legend

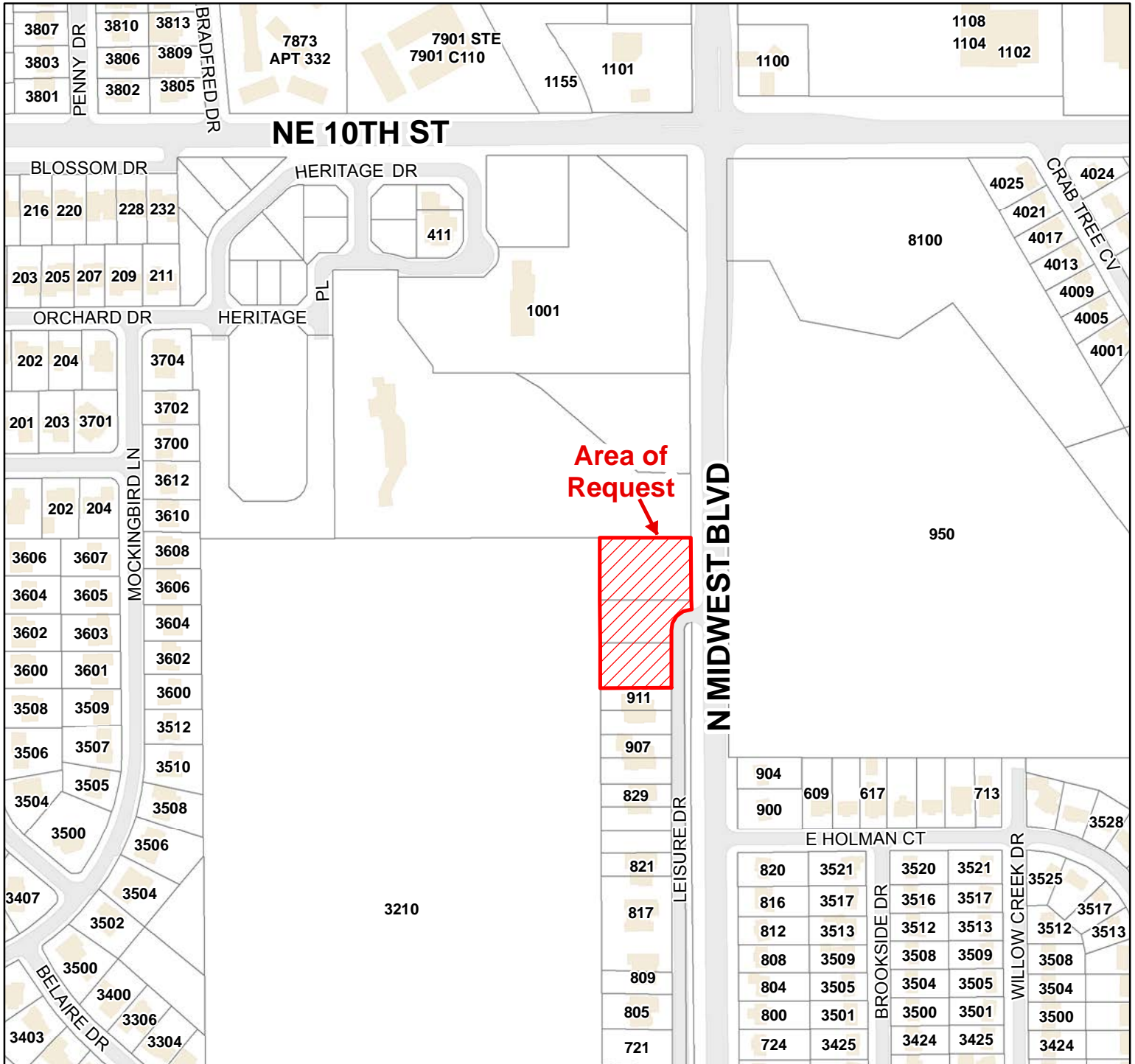
-  Single-Family Detached Residential
-  Medium Density Residential
-  High Density Residential
-  Manufactured Home
-  Public/Semi-Public
-  Parks/Open Space
-  Office/Retail
-  Commercial
-  Industrial
-  Town Center

**FUTURE LAND USE  
MAP FOR  
PC-1893**

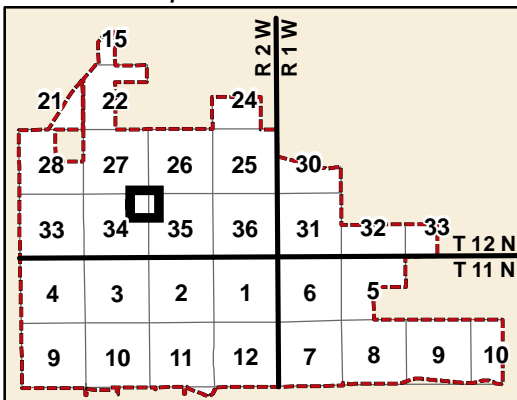
**(NE/4, Sec. 34, T12N, R2W)**








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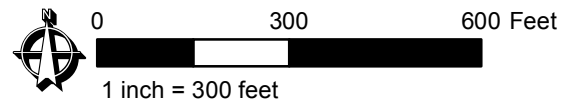
Locator Map



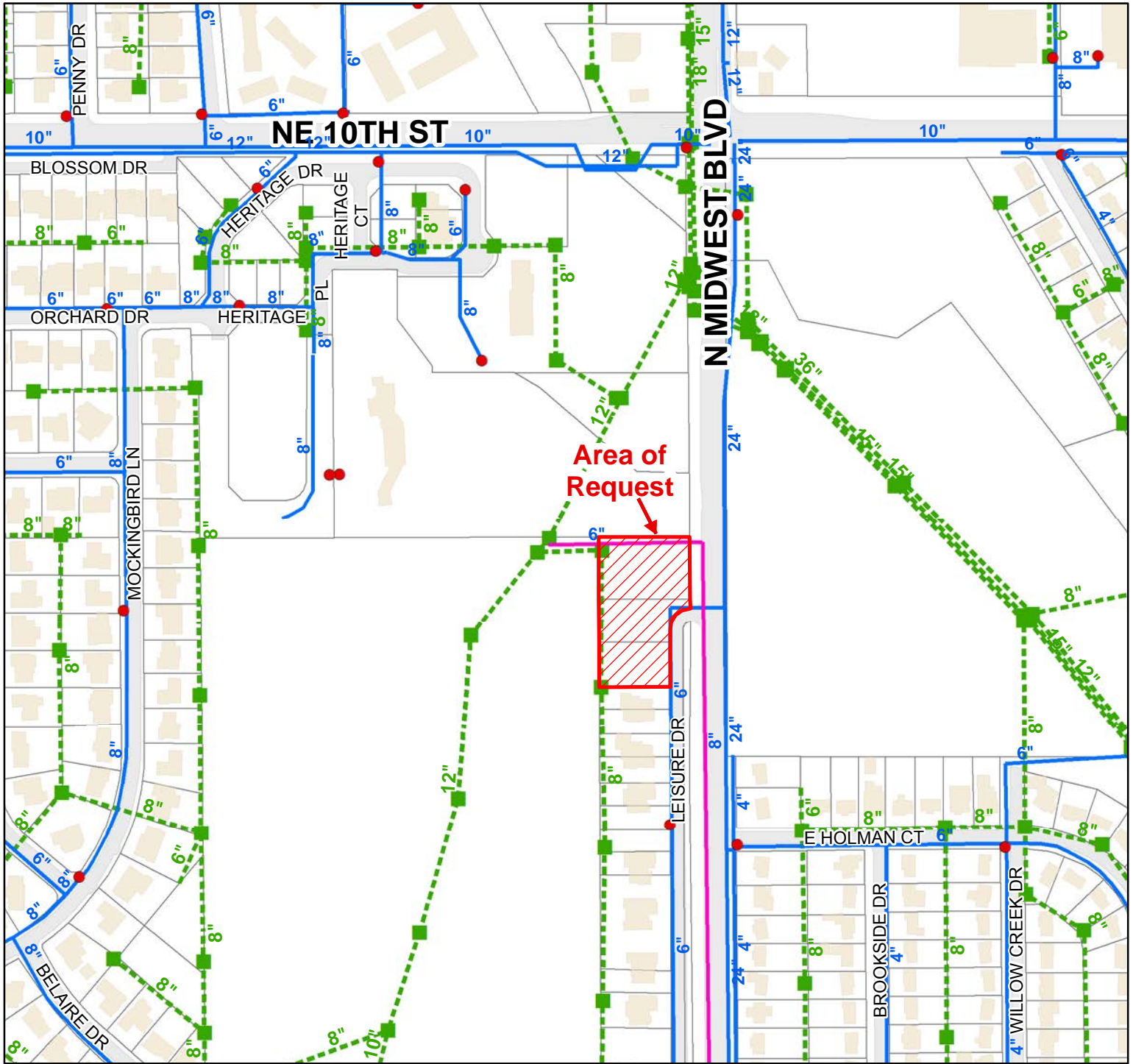
**General Map Legend**

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

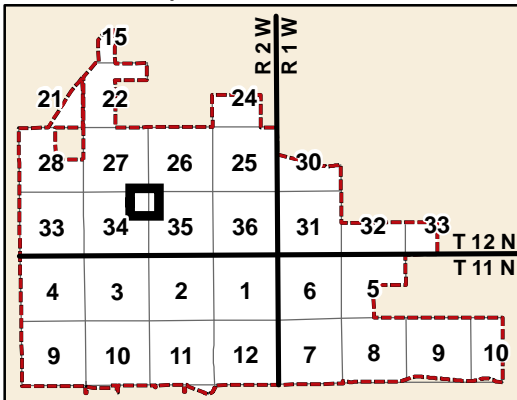
**GENERAL MAP FOR  
PC-1893  
(NE/4, Sec. 34, T12N, R2W)**



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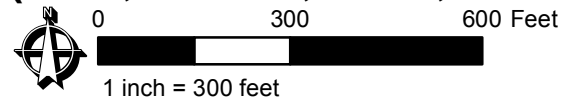
Locator Map



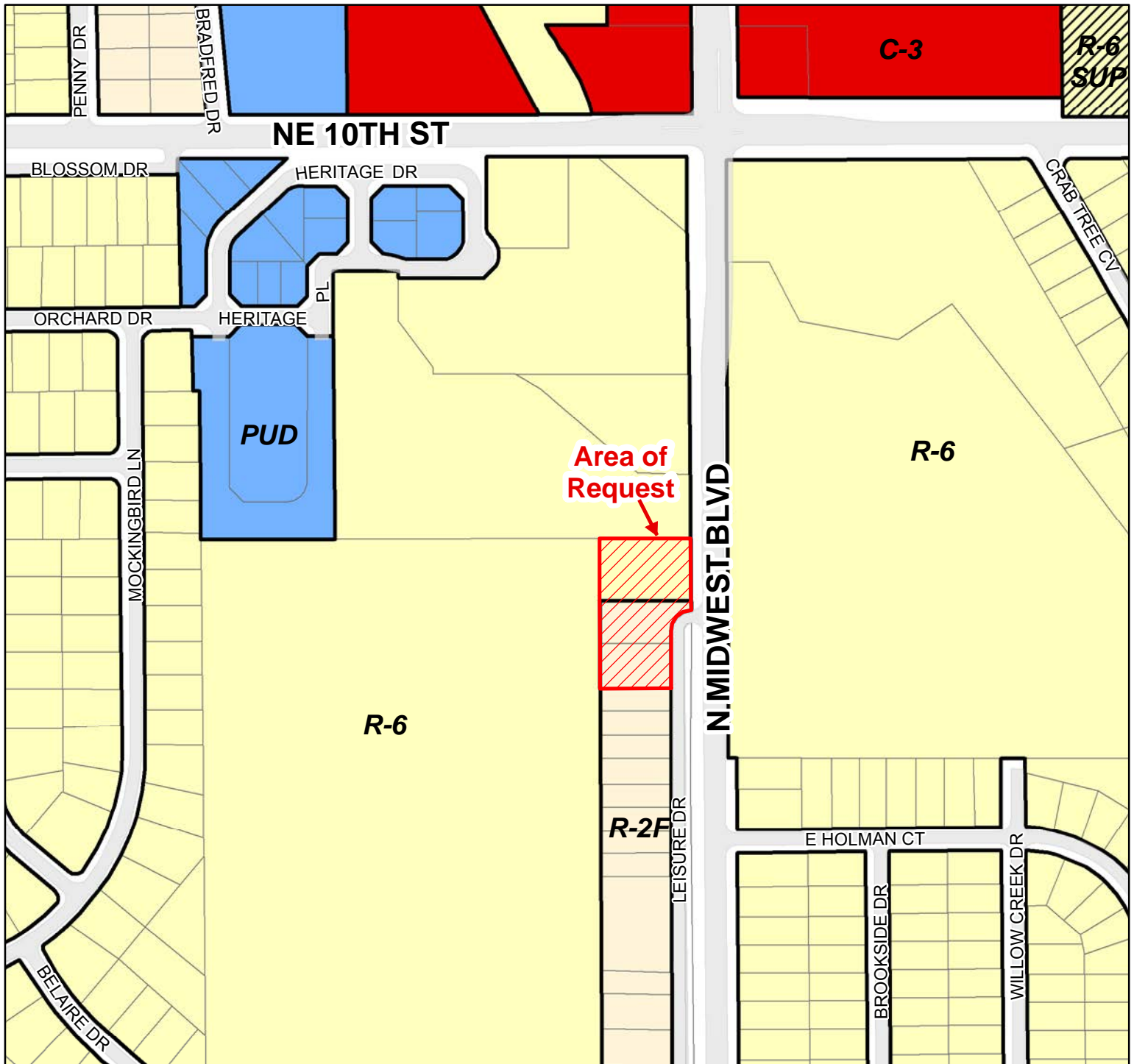
**Water/Sewer Legend**

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

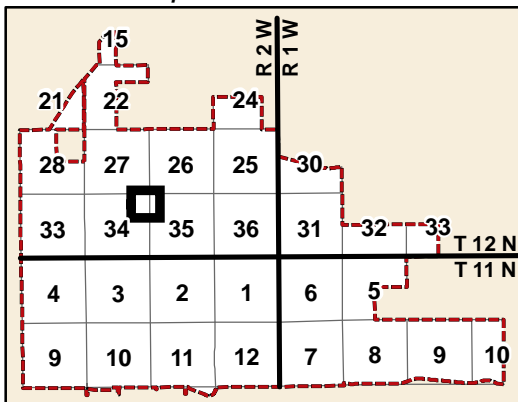
**WATER/SEWER LINE  
LOCATION MAP FOR  
PC-1893  
(NE/4, Sec. 34, T12N, R2W)**



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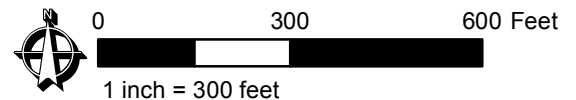
Locator Map



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-1893  
(NE/4, Sec. 34, T12N, R2W)**



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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:** February 28, 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

**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.

Staff recommends approval of this request.

**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 February 28, 2017 agenda packet and made a part of PC-1894 file.

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

Billy Harless,  
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 use 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

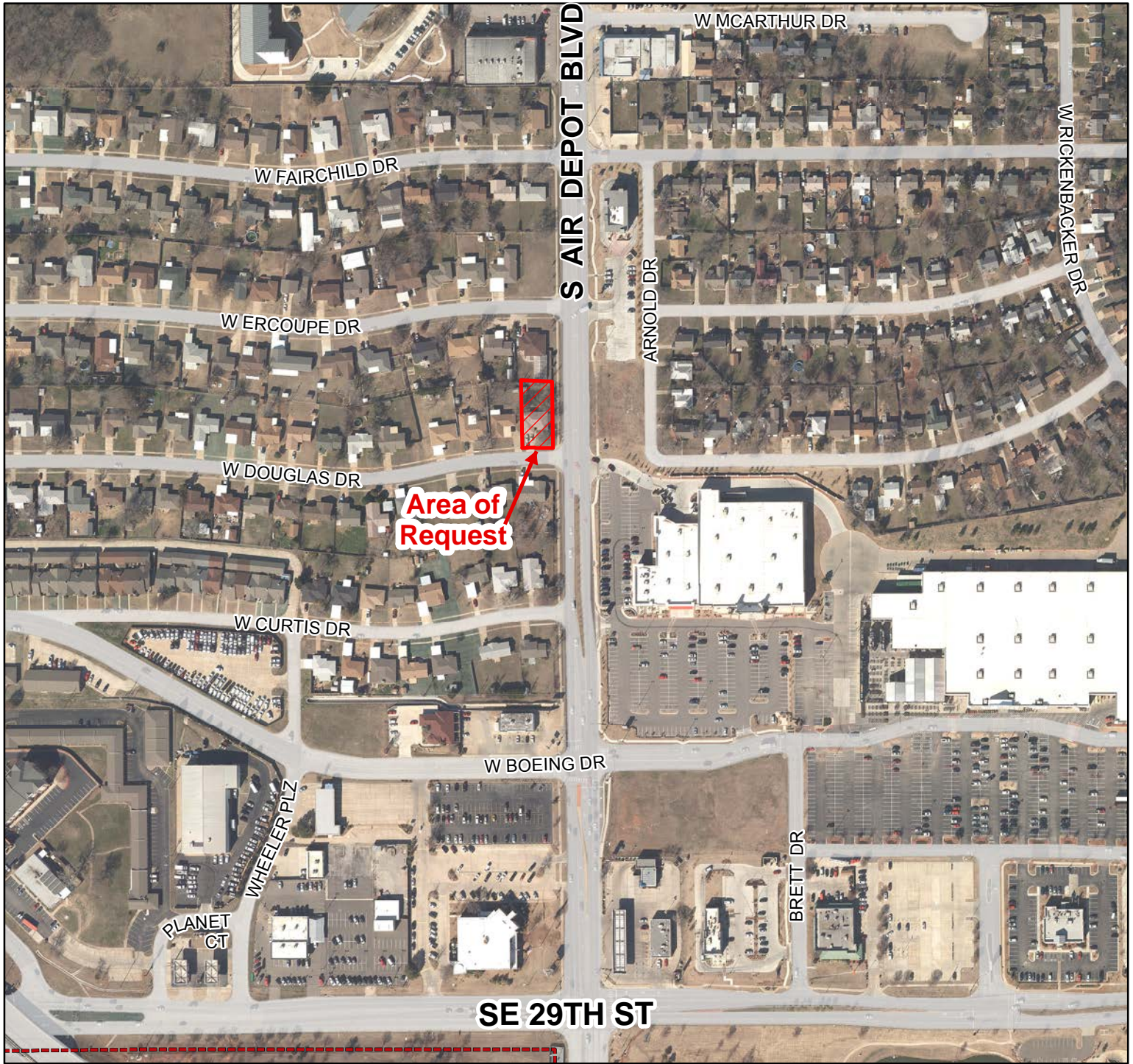
We, the undersigned, are owners of real property located within the statutory area (300 feet) of notification related to the area for which a rezoning is sought.

| 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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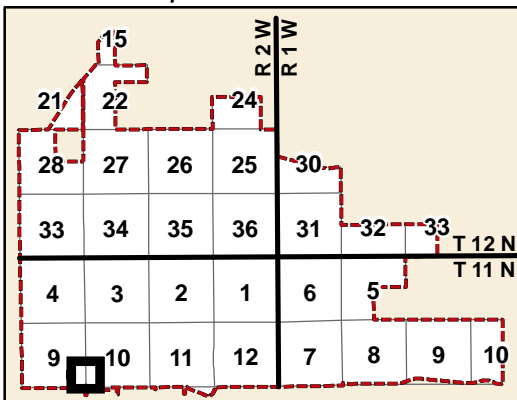
inside 300' →

of owner →

outside 300' →



Locator Map



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

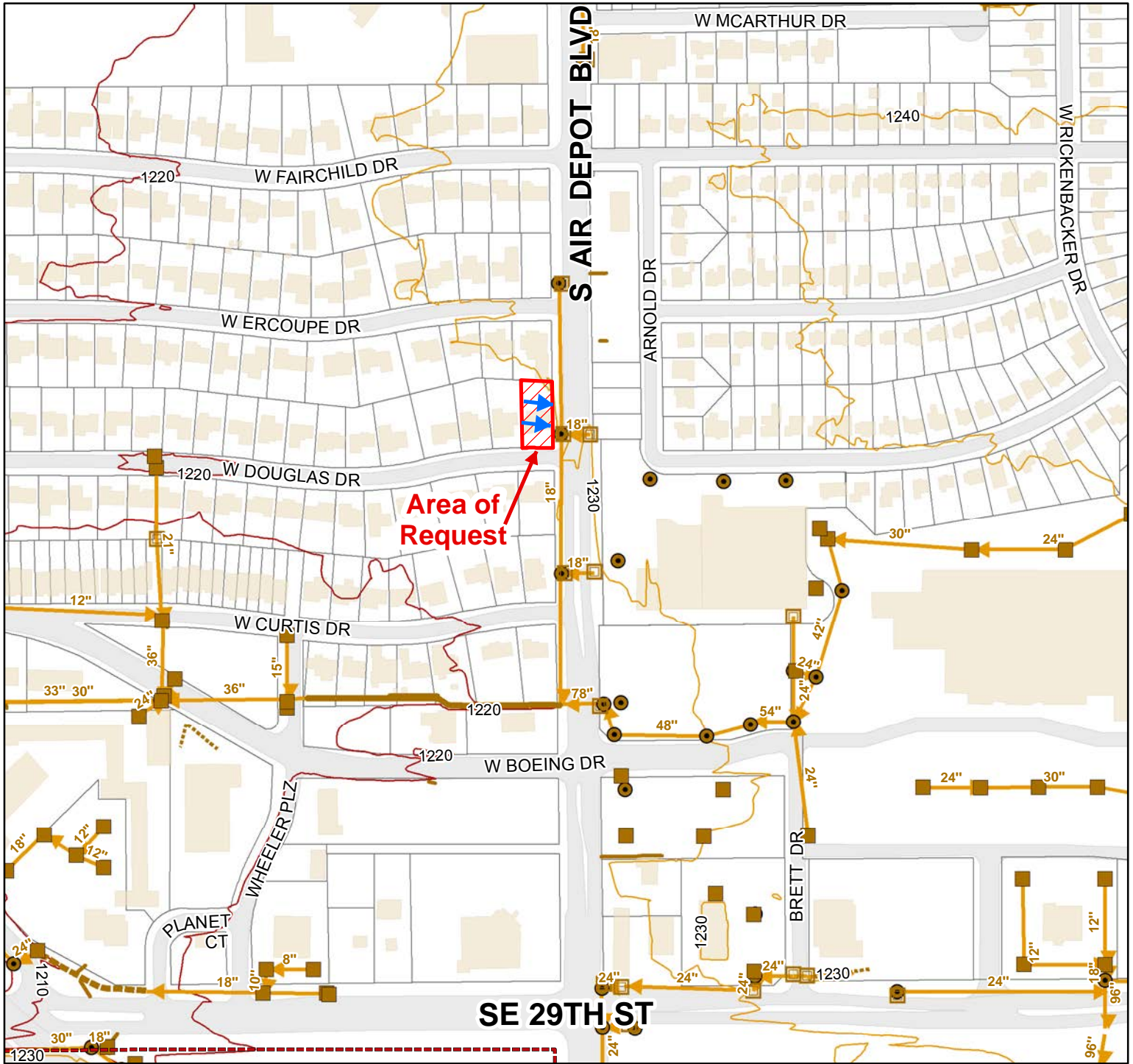


0 300 600 Feet

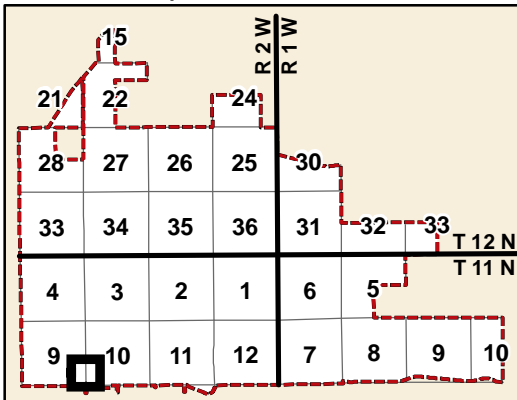


1 inch = 300 feet

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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

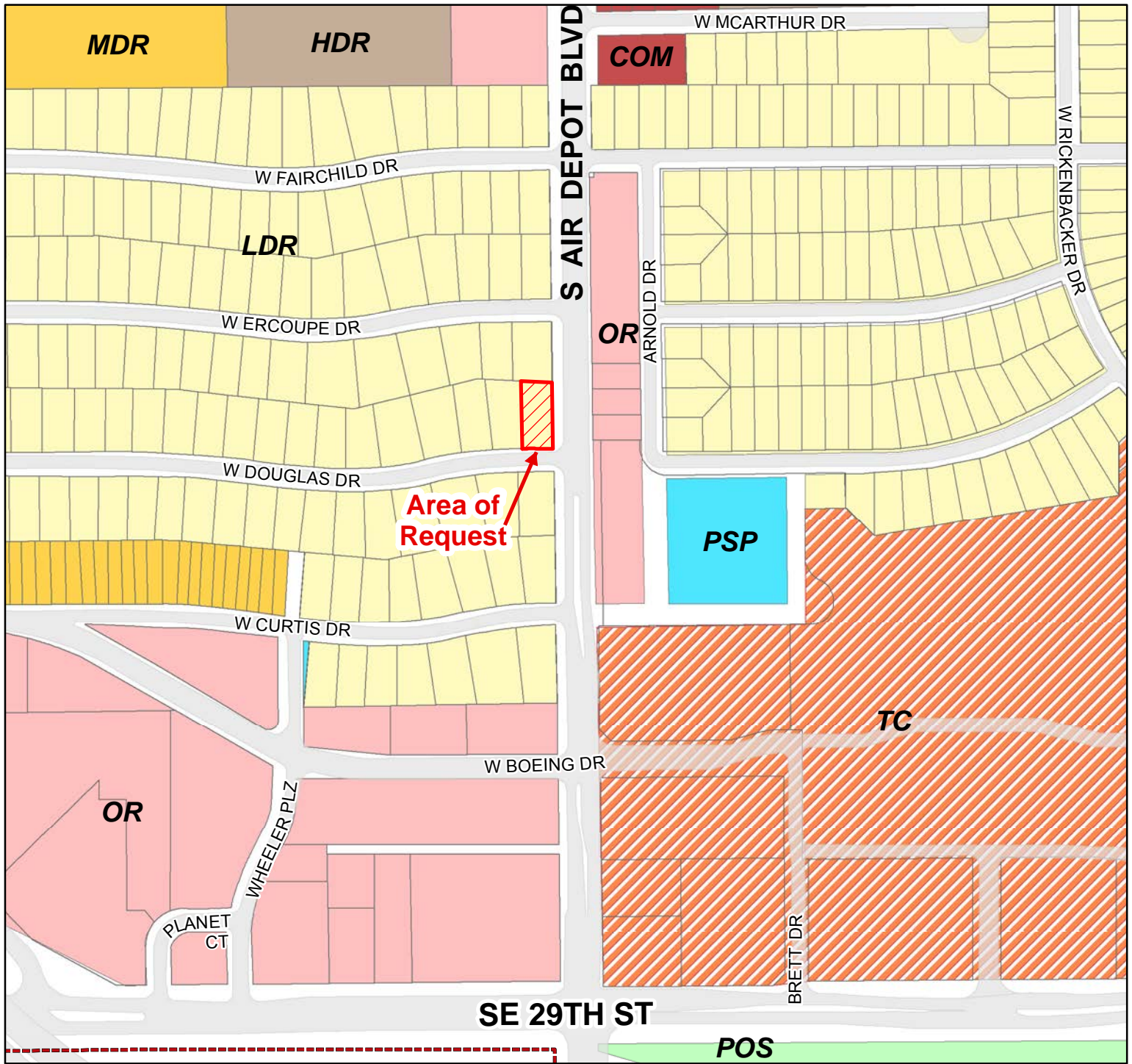
- 2009 FEMA Floodplains**
- 500-yr floodplain
  - 100-yr floodplain
- 2009 FEMA Floodway**
- FLOODWAY

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

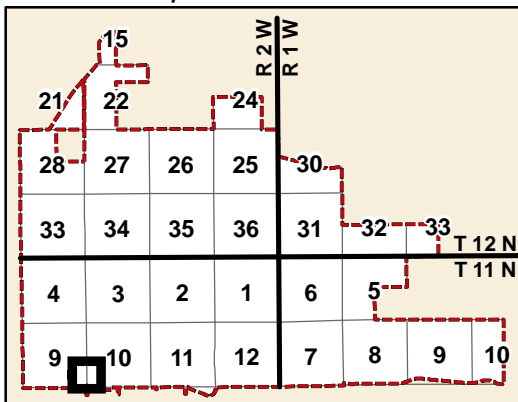
0 300 600 Feet

1 inch = 300 feet











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Locator Map

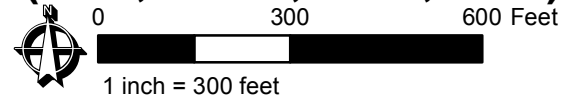


Future Land Use Legend

-  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**

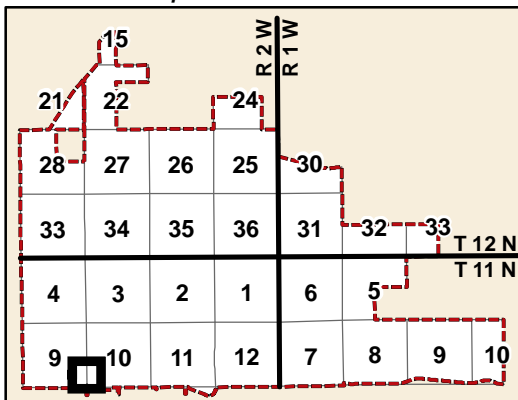
**(SE/4, Sec. 9, T11N, R2W)**








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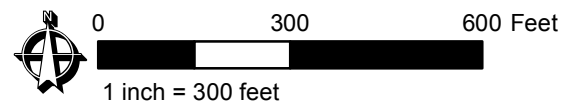
Locator Map



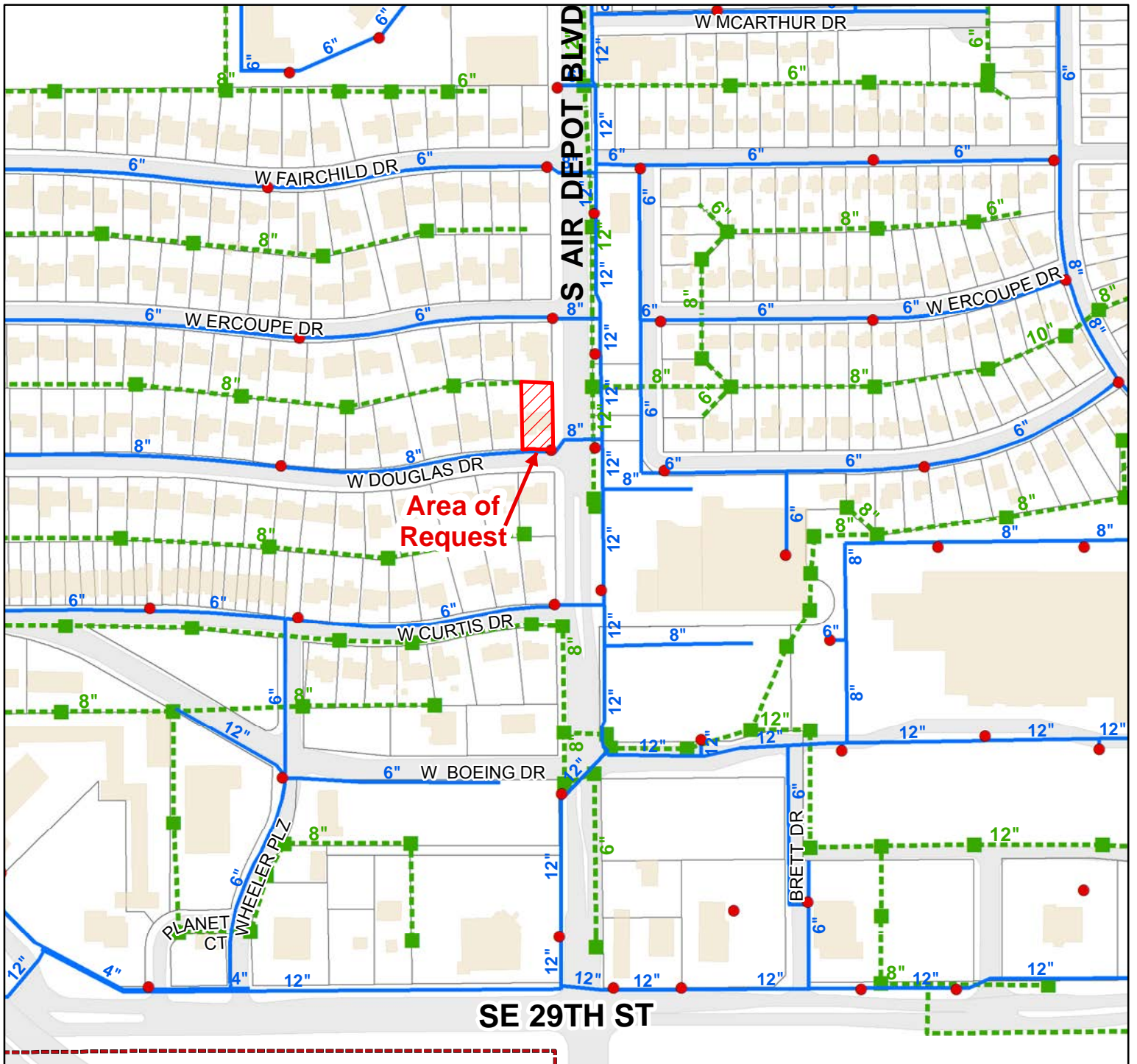
**General Map Legend**

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

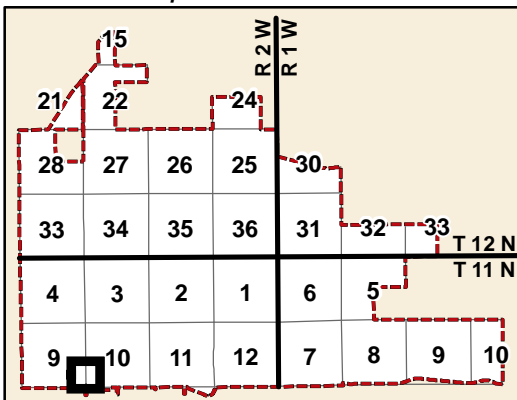
**GENERAL MAP FOR  
PC-1894  
(SE/4, Sec. 9, T11N, R2W)**



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Locator Map



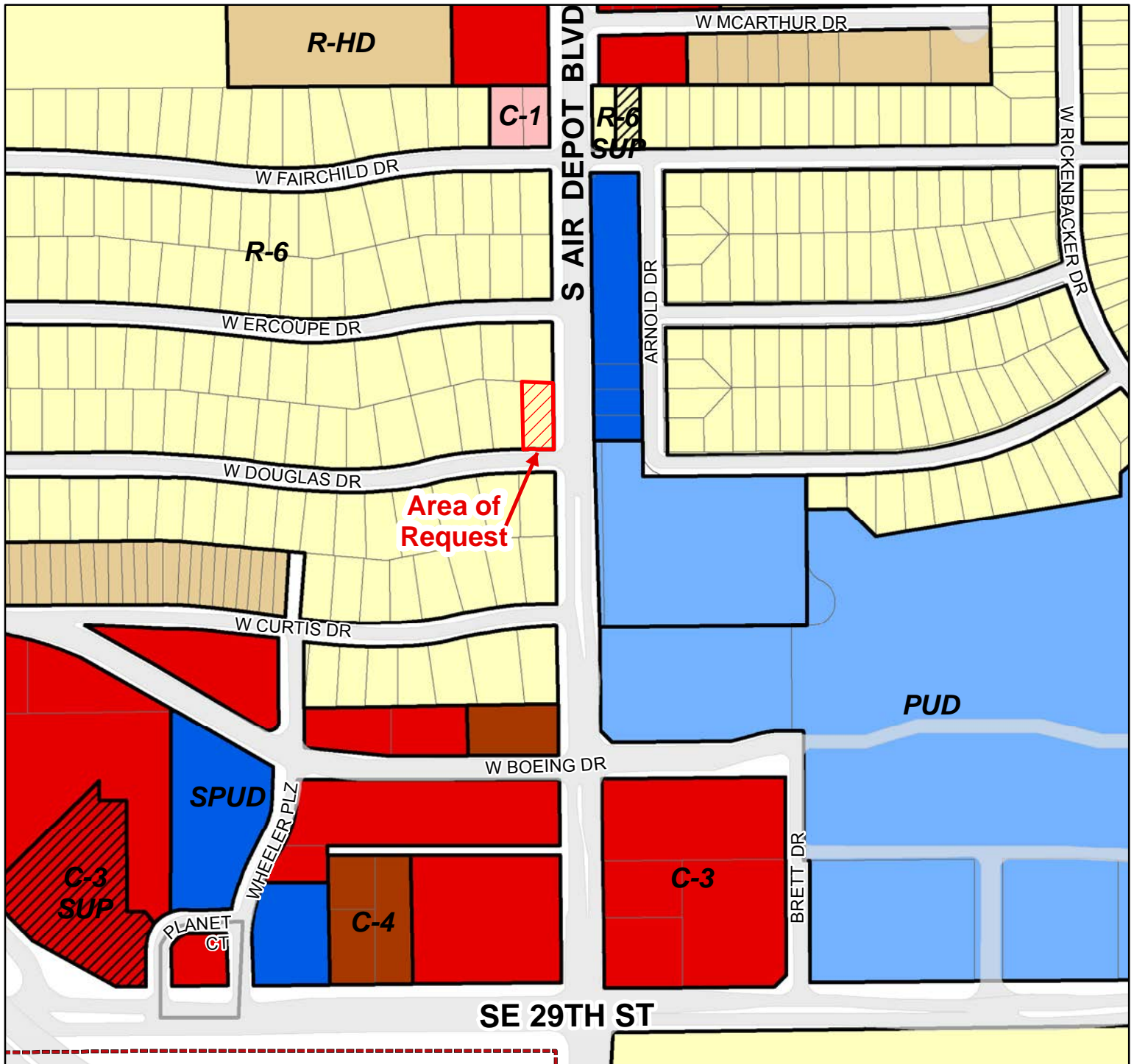
**Water/Sewer Legend**

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

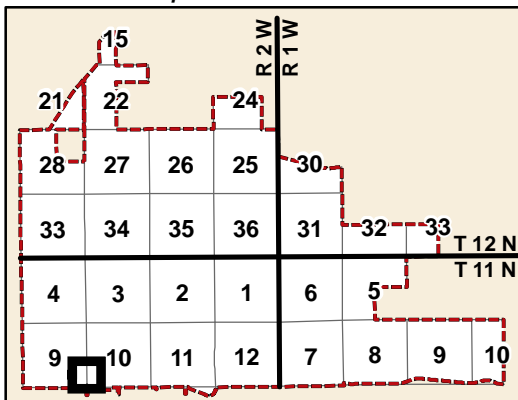
**WATER/SEWER LINE  
LOCATION MAP FOR  
PC-1894  
(SE/4, Sec. 9, T11N, R2W)**

0 300 600 Feet  
1 inch = 300 feet

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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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## SPUD: 401 W. Douglas Dr. Midwest City, OK 73110

### Timeline of Events

- A. 7/25/16: Chris Mudd Purchase of 401 W. Douglas Dr.
- B. 9/1/16: Initial meeting with MWC planning staff to inquire about SPUD
- C. 10/1/16: Walk and visit with as many neighbors as possible within 300 ft. of property. Neighbors spoken to had no problem with proposed SPUD use.
- D. 10/5/16 Email correspondence begins with former Councilman McClure to explain SPUD
- E. 10/11/16: Former Councilman McClure reviews data and offers support pending no major community backlash.
- F. 12/1/16: Formal Application for SPUD submitted to city of Midwest City.
- G. 1/31/17: Midwest City Planning contacted by property owner within 300ft of SPUD. Concerned about traffic.
- H. 2/2/17: Protest letter submitted to City of Midwest City with property owner's signatures of 4 parcels within 300ft of proposed SPUD.
- I. 2/3/17: Applicant learns of Councilman McClure's departure, & of new Councilwoman Eads. Applicant emails are forwarded to new Councilwoman Eads.
- J. 2/5/17: SPUD applicant has an associate personally visit 3 of 4 residences (owners) on petition. Initiating resident of petition of protest instructed the associate to leave his property. A second owner was ill and could not visit, however, info packet accepted by her. 3<sup>rd</sup> owner had no issues with SPUD after receiving info packet and long discussion. 4<sup>th</sup> occupant (Non-owner signee of petition) expressed no problem with SPUD after receiving info packet and having long discussion.
- K. 2/6/17: SPUD applicant has an associate visit the only owner/ signer of the petition that was unavailable on 2/5/17. Owner expresses no problem with SPUD as long as parking is not an issue.
- L. 2/7/17: SPUD applicant attends Planning Commission meeting. After acknowledging that SPUD applicant's request is within code, Commission expresses concern, as it has "Never been done before" in the commission's tenure. Very little discussion/questioning takes place involving applicant, as most of discussion is between Planning staff and Commission. Initiating owner of petition briefly speaks to voice concern of traffic increase. Commission is not in agreement with Midwest City Planning Staff to recommend SPUD.



### **Important Truths NOT addressed at Planning Commission Hearing**

- A. All of Petition signers (owners) were reached out to personally prior to Planning Commission Meeting/Hearing. Only the initiating owner of the petition remains in opposition.
- B. The proposed SPUD will NOT be a primary office for the applicant. Applicant has a primary office and a 2<sup>nd</sup> satellite office that was awarded SPUD from city of OKC in 2013 that is exactly what applicant wants to do with this SPUD. Office area (garage conversion) would be an "Appointment Only" office that applicant would meet Midwest City clients 1 to 2 days a week, during a small block of time. Applicant will NOT have full time staff working within this location.
- C. Applicant is willing and ready to comply with all planning staff requests for this SPUD. This may not be a familiar application, but fits perfectly within SPUD. This is what a SPUD is for, a non-traditional, but conforming highest and best use of property.
- D. Traffic: The parcel for SPUD application is a corner parcel sitting on NW corner of W. Douglas and Air Depot. Traffic ingress/egress would be Air Depot. This should not negatively affect interior parcels to the West. Planning Staff notes that street improvements are NO= required with this SPUD.
- E. 2011 Original Mile Study: Though this parcel is literally across the street from the Original Mile, the proposed SPUD use fits perfectly within the recent study of how to maximize property use and diversity. A lack of mixed use with housing, offices, retail is specifically noted in the December, 2011 report on the Revitalization Plan for the Original Mile in Midwest City. This mixed use SPUD will introduce office use, while preserving the primary residential integrity of the structure.
- F. Applicant has successfully done this with another property located at 7805 S. Pennsylvania Ave. OKC, OK. Applicant has personally visited with some of immediate neighbors of this property, and the neighbors stated that they have had no problems with the property since the applicant purchased it and has operated a part time office out of it. There were even comments that there were problems prior to Mr. Mudd's ownership, that are no longer present.

## SPUD REQUEST FOR

401 W. Douglas Dr. Midwest City, OK 73110

### Visits to the neighbors:

On October 1<sup>st</sup>, 2016 the applicant and one of his associates made personal contact with as many occupants of the properties within 300ft of the subject property as possible. This attempt to ask questions, and to communicate the intent of the SPUD to the neighbors was done prior to the applicant submitting formal application. Applicant wanted to meet, inform, and hopefully obtain the good will of his neighbors BEFORE applying. During this 3 plus hour time frame, the applicant and his associates encountered no direct opposition to the SPUD.

Listed below are the owners of the residences within 300ft of the proposed SPUD that signed the rezoning protest petition against PC-1894 that was submitted to the Planning Staff on Feb. 2<sup>nd</sup> 2017.

**402 W. Douglas Dr.** Occupant (Non-owner) Angela Roberson signed the petition. The Applicant and his associate personally visited with Mrs. Roberson and her husband on Sat., Oct. 1<sup>st</sup>, 2016. Both were unopposed to the SPUD at the time, and both made the applicant aware that Mrs. Roberson's mother was actually the owner of the property. The applicant's associate re-visited Mrs. Roberson on Feb 5<sup>th</sup> 2017, 2 days after learning that Mrs. Roberson had signed a petition of protest. After giving Mrs. Roberson an information packet and having a good amount of discussion, Mrs. Roberson said she was no longer opposed to the SPUD and was thankful for the visit to further explain and provide the information packet.

**404 W. Douglas Dr.** Occupant was not at home to be reached on October 1<sup>st</sup>. 2016. Owner is the initiating party of the petition of protest. Applicant had an associate personally visit the owner, Darron L White, on February 5<sup>th</sup>, 2017. The owner told the associate of the applicant to leave his property after a brief conversation. The owner of 404 W. Douglas Dr. appeared and spoke briefly at the Planning Commission Hearing on February 7<sup>th</sup>, 2017. He expressed his concern about increased traffic. To date, and to the best of the applicant's knowledge, the owner on 404 W. Douglas is the only opposed owner that signed the protest petition that is unresolved.

**406 W. Douglas Dr.** Occupant (owner), Karen L. Prince, was personally visited by the applicant and his associate on October 1<sup>st</sup>, 2016. Mrs. Prince expressed no objection to the SPUD. She commented that parking was somewhat of a concern, if on-street. Mrs. Prince was re-visited by applicant's associate on Feb. 6<sup>th</sup> 2017. She was provided an information packet and after a somewhat lengthy discussion, Mrs. Prince said she was not opposed to the SPUD. Only wants to make sure on-street parking is not a problem.

**403 W. Douglas Dr.** Occupant (owners), Joey & Sarah Hays, were personally visited by the applicant and his associate on October 1<sup>st</sup> 2016. Mr. Hays verbalized no objection to the SPUD. He did express concerns about his dogs. Applicant assured Mr. Hays that a minimum of 6ft site-proof screening fence would be installed as a condition of the SPUD. Mr. Hays

happy to hear this. Mr Hays was re-visited on Feb 5<sup>th</sup> 2017 by applicant's associate. Mr. Hays verbalized that he was NOT opposed to the SPUD. He only wants to make sure traffic is not bad, as he has a daughter who rides a bicycle, and that his dogs would not be a problem. After providing the information packet and having discussion, Mr. Hays said he was not opposed to the SPUD.

**407 W. Douglas Dr:** Occupant (Owner), Teresa Choate, was personally visited by applicant and his associate on Oct. 1<sup>st</sup> 2016. Mrs. Choate did not verbalize any opposition to the SPUD at the time. Mrs. Choate was re-visited by applicant's associate on Feb. 5<sup>th</sup> 2017. Mrs Choate was ill and could not visit, but she accepted the information packet provided by the applicant. Neither Mrs. Choate, nor Mr. Choate appeared personally at the Planning Commission Hearing on Feb. 7<sup>th</sup> 2017.


# Petition Neighbor Packet

401 W Douglas Drive, Midwest City, Oklahoma 73110

MLS Number: 722969



Chris Mudd  
Attorney At Law



Office 405-529-9377  
- 405(Lawyers)  
Fax 405-842-4000

**Chris Mudd & Associates, PLLC**  
\*Bankruptcy - Chapter 7 & 13  
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Oklahoma City, OK 73107

cmudd-assoc@coxinet.net



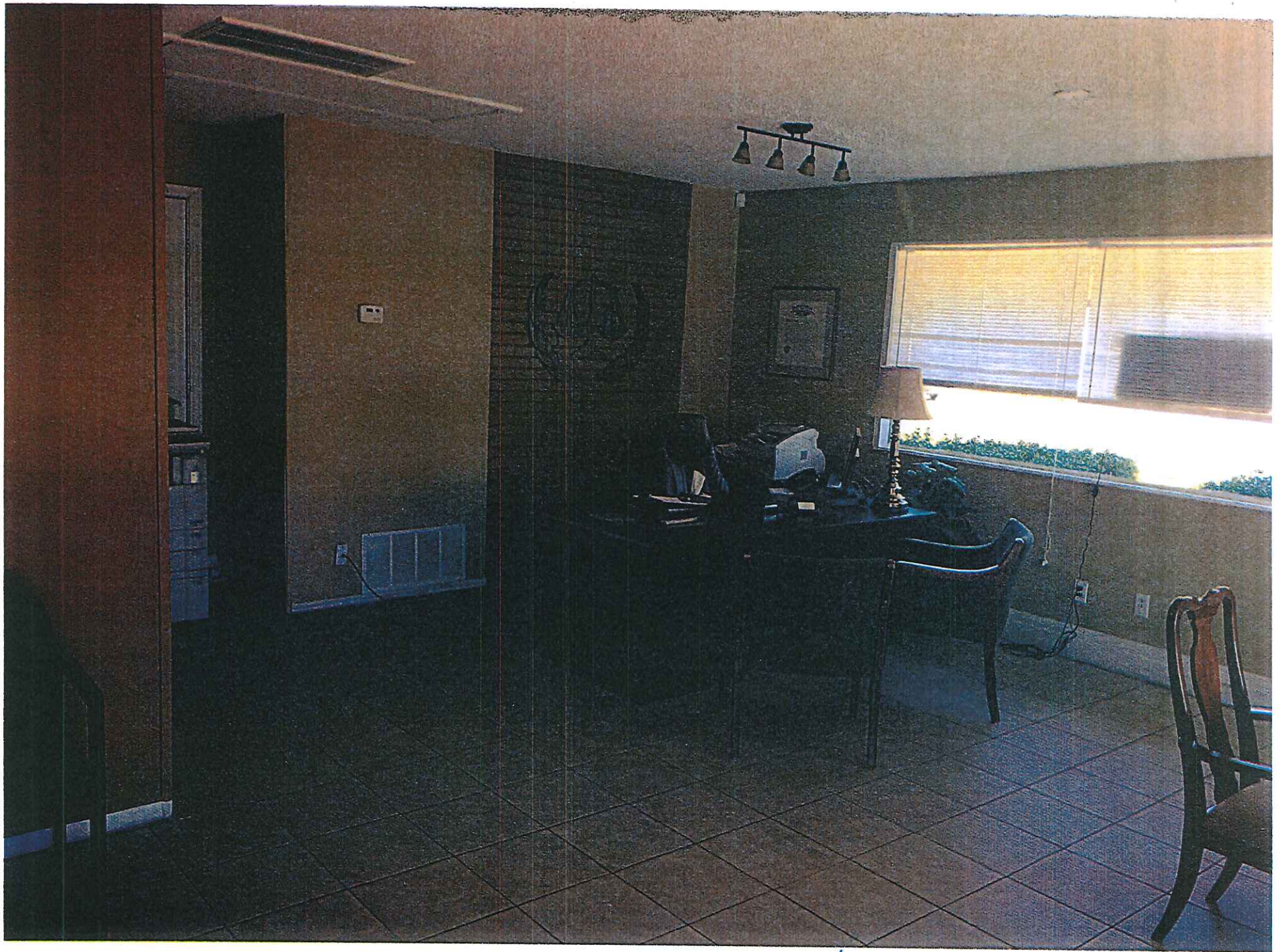
401 W. Dayton - Remodeled Kitchen



7805 S. Penn - Before photo, prior to  
Mr. Mudd's purchase of the property.



7905 S. Penn - after Rehab.



7805 S. Penn Garage Conversion / Part time office





7805 S. Penn Garage Conversion / part time office



7805 S. Penn



7805 S. Penn



7805 S. Penn



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:** Chairman and Planning Commission

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

**Date:** February 7, 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

**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.

**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.

Staff recommends approval of this request. .

**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 February 7, 2017 agenda packet and made a part of PC-1894 file.

  
Billy Harless,  
Community Development Director

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## 2.16.O-1, Restricted Office District

### 2.16.1. General Description

This commercial district is intended to provide a location for administrative and professional offices which can occupy low rise structures in a low density landscaped setting.

This district places a great emphasis on open spaces and aesthetic considerations in building construction and landscaping.

Development in this district can serve as a buffer between residential areas and other land uses.

### 2.16.2. District Use Regulations

Property and buildings in the O-1, Restricted Office District shall be used only for the purposes listed within Table 4.9-1: Use Chart (Page 75).

### 2.16.3. Development Regulations

Property and buildings shall conform to the related standards listed within Table 3.3-1: Mixed Use and Nonresidential Area Regulations and Standards Chart (Page 48) and Section 5 Supplemental Regulations (Page 81).

#### *(A) Screening and landscaping requirement*

Property abutting a residential district shall be screened and landscaped in accordance with all the provisions of 5.2 Screening and Landscaping (Page 81). In addition, property not adjacent to a residential district shall be landscaped in accordance with the provisions in 5.2.5. General Landscaping Requirements (Page 85) and 5.2.6. Landscape Maintenance and Enforcement (Page 90).

#### *(B) Off-street parking, loading and access*

All uses shall contain adequate space on private property to provide for parking, loading, and maneuvering of vehicles in accordance with regulations established in 5.3 Parking and Loading (Page 91) of which Table 5.3-2: Specific Parking Requirements (Page 98) is included.

#### *(C) Site plan*

A site plan shall be developed in accordance with the provisions contained in 7.5 Site Plan (Page 183). The landscaping required above in 2.16.3. (A) Screening and landscaping requirement shall be shown on the site plan.

Table 4.9-f Use Chart Use Chart

| Use Type                          | Residential |      |      |      |     |     |      |      |      |        |        |             |     | Mixed Use |     |     | Nonresidential |     |     |     |     |     |     | Special |      | Use-Specific Standards |  |
|-----------------------------------|-------------|------|------|------|-----|-----|------|------|------|--------|--------|-------------|-----|-----------|-----|-----|----------------|-----|-----|-----|-----|-----|-----|---------|------|------------------------|--|
|                                   | A-1         | R-35 | R-22 | R-10 | R-8 | R-6 | R-2F | R-MD | R-HD | R-MH-1 | R-MH-2 | MIX Overlay | TOD | HOS       | O-1 | O-2 | C-1            | C-2 | C-3 | C-4 | I-1 | I-2 | I-3 | PUD     | SPUD |                        |  |
|                                   |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |                |     |     |     |     |     |     |         |      |                        |  |
| Professional Office               |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |                |     |     |     |     |     |     |         |      |                        |  |
| Daycare                           |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |                |     |     |     |     |     |     |         |      |                        |  |
| Daycare Center                    |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |                |     |     |     |     |     |     |         |      |                        |  |
| Daycare, Low-Point Beer Permitted |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |                |     |     |     |     |     |     |         |      |                        |  |
| Daycare, Low-Point Beer Permitted |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |                |     |     |     |     |     |     |         |      |                        |  |
| Daycare, Low-Point Beer Permitted |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |                |     |     |     |     |     |     |         |      |                        |  |
| Daycare, Low-Point Beer Permitted |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |                |     |     |     |     |     |     |         |      |                        |  |
| Daycare, Low-Point Beer Permitted |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |                |     |     |     |     |     |     |         |      |                        |  |
| Daycare, Low-Point Beer Permitted |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |                |     |     |     |     |     |     |         |      |                        |  |
| Daycare, Low-Point Beer Permitted |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |                |     |     |     |     |     |     |         |      |                        |  |
| Daycare, Low-Point Beer Permitted |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |                |     |     |     |     |     |     |         |      |                        |  |
| Daycare, Low-Point Beer Permitted |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |                |     |     |     |     |     |     |         |      |                        |  |
| Daycare, Low-Point Beer Permitted |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |                |     |     |     |     |     |     |         |      |                        |  |
| Daycare, Low-Point Beer Permitted |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |                |     |     |     |     |     |     |         |      |                        |  |
| Daycare, Low-Point Beer Permitted |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |                |     |     |     |     |     |     |         |      |                        |  |
| Daycare, Low-Point Beer Permitted |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |                |     |     |     |     |     |     |         |      |                        |  |
| Daycare, Low-Point Beer Permitted |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |                |     |     |     |     |     |     |         |      |                        |  |
| Daycare, Low-Point Beer Permitted |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |                |     |     |     |     |     |     |         |      |                        |  |
| Daycare, Low-Point Beer Permitted |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |                |     |     |     |     |     |     |         |      |                        |  |

Table 4.9-1: Use Chart

| Use Unit   | Use Type | Residential |      |      |      |     |     |      |      |      |        |        |             |     | Mixed Use |     |     |     |     | Nonresidential |     |     |     |     |     |      | Special |  |  |  |
|--|----------|-------------|------|------|------|-----|-----|------|------|------|--------|--------|-------------|-----|-----------|-----|-----|-----|-----|----------------|-----|-----|-----|-----|-----|------|---------|--|--|--|
|  |          | A-1         | R-35 | R-22 | R-10 | R-8 | R-6 | R-2F | R-MD | R-HD | R-MH-1 | R-MH-2 | MIX Overlay | TOD | HOS       | O-1 | O-2 | C-1 | C-2 | C-3            | C-4 | I-1 | I-2 | I-3 | PUD | SPUD |         |  |  |  |
|  |          | S           |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| X Indicates a Permitted Use  |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| S Indicates a Special Use Permit is Required   |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| + Indicates the Addition of a Use over the Base Zoning   |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| - Indicates the Deletion of a Use over the Base Zoning   |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.30. Funeral and Interment Services: Animals  |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.31. Funeral and Interment Services: Burial   |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.32. Funeral and Interment Services: Cremating  |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.33. Funeral and Interment Services: Undertaking  |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.34. Gasoline Sales: Restricted   |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.35. Gasoline Sales: General  |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.36. Health Clubs   |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.37. Laundry Services   |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.38. Manufactured Housing and Travel Trailers: Sales and Rentals  |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.39. Medical Services: Restricted   |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.40. Medical Services: General  |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.41. Participant Recreation and Entertainment: Indoor, Low-Point Beer Permitted                         |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.42. Participant Recreation and Entertainment: Indoor, Alcoholic Beverages and Low-Point Beer Permitted |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.43. Participant Recreation and Entertainment: Outdoor  |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.44. Personal Services: Restricted  |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.45. Personal Services: General   |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.46. Personal Storage   |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.47. Repair Services: Consumer  |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.48. Research Services  |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.49. Retail Sales and Services: General   |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.49. Retail Sales and Services: Outdoor Swap Meets  |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.51. Signs: Non-Accessory   |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.52. Spectator Sports and Entertainment: Restricted   |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.53. Spectator Sports and Entertainment: General  |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.54. Spectator Sports and Entertainment: High Impact  |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.55. Tourist Accommodations: Campground   |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.56. Tourist Accommodations: Lodging  |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.57. Off-Street Parking: Accessory Parking  |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.58. Off-Street Parking: Commercial Parking   |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |
| 4.4.59. Off-Street Parking: Personal Vehicle Storage   |          |             |      |      |      |     |     |      |      |      |        |        |             |     |           |     |     |     |     |                |     |     |     |     |     |      |         |  |  |  |



NEW BUSINESS/  
PUBLIC DISCUSSION





EXECUTIVE SESSION





**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office: 405.739.1204  
Fax: 405-739-1208  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: J. Guy Henson, City Manager

DATE: February 28, 2017

SUBJECT: 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.

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Appropriate information will be available.

J. GUY HENSON, AICP  
City Manager



FURTHER INFORMATION





Notice of regular Midwest City Board of Adjustment meetings was filed for the calendar year with the Midwest City Clerk prior to December 15, 2014 and a copy of the agenda for the meeting was posted at City Hall at least 24 hours in advance of the meeting.

**MINUTES OF MIDWEST CITY BOARD OF ADJUSTMENT MEETING  
February 7, 2017 -- 6:00 P.M.**

This meeting of the Midwest City Board of Adjustment was held in the City Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on February 7, 2017, with the following members present:

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

Staff present:                        Kellie Gilles, Current Planning Manager  
    Christine Allison, Associate Current Planner

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

**A.     MINUTES:**

A motion was made by Valanejad, seconded by Huskey, to approve the minutes of the meeting of December 1, 2015 as presented. Valanejad asked the the minutes reflect that at the December 1, 2015 meeting, he was a new member of the board and reluctantly voted yes to approve a variance to the residential masonry requirement on that agenda. He has since had further training regarding hardships and Board responsibilities. Voting aye: Valanejad and Huskey. Nay: none. Abstain: Young, McDade and Cook. Motion carried.

**B.     NEW MATTERS:**

- 1.     A motion was made by Young, seconded by Valanejad to move number 2, election of a Chairman, to the beginning of the meeting.**

A motion was made by Valanejad, seconded by Cook, to elect Jess Huskey as Chariman of the Board of Adjustment. Voting aye: McDade, Young, Valanejad, Cook and Huskey. Nay: none. Motion carried.

**2. (BA-392) Discussion and consideration of an application for a variance to the terms, standards and criteria for the masonry requirement for residential districts as outlined in Section 5.12(A)(2) of the Zoning Ordinance, for the property located at 336 N. Westminster.**

The applicant, Ronnie Brown of 832 Hunters Run, was present. General discussion on this matter was held among the board members and staff. Huskey asked why the applicant first presented plans that met the masonry requirement and then resubmitted plans that did not meet the requirement. Mr. Brown stated that he was in a rush to get the plans approved so he could begin work on his accessory building on the property. Young explained the criteria for a variance and asked Mr. Brown why he wanted the variance. Mr. Brown stated that he wants to build a craftsman style home. Huskey and Valanejad were concerned about setting a precedent for future new homes in Midwest City. Mr. Brown asked if he could brick the sides but leave the front and back as they are shown. McDade stated that even bricking the sides would not meet the 85% masonry requirement. Staff explained that if a variance is granted, it would be for the 85% total requirement and 100% requirement for masonry materials facing a public street. There was additional general discussion.

The Board members addressed the following requirements for the variance to the masonry requirement for residential buildings as outlined in Section 5.12.1 of the Zoning Ordinance:

1. The application of the ordinance to the particular piece of property would create an unnecessary hardship. Is there a motion to make a finding of such an unnecessary hardship? No motion was made.
2. Such conditions are peculiar to the particular piece of property. Is there a motion to make a finding of such peculiar condition? No motion was made.
3. Relief, if granted, would not cause substantial detriment to the public good, or impair the purposes and intent of the ordinance or the comprehensive plan. Is there a motion to make such a finding? A motion was made by Young, seconded by McDade, to make such a finding of no substantial detriment. Voting aye: Huskey, Valanejad, Cook, Young and McDade. Nay: None. Motion carried.
4. The variance, if granted, would be the minimum necessary to alleviate the unnecessary hardship. Is there a motion to make such a finding? No motion was made.

A motion was made by Young, seconded by Huskey, to deny the variance to the terms, standards and criteria of Section 5.12(A)(2) regarding the masonry requirement for residential buildings as requested. Voting aye: Huskey, Valanejad, Cook, Young and McDade. Nay: none. Motion carried.

**C. BOARD DISCUSSION:** Board members suggested that staff look into the trend for craftsman style homes and see if the City Ordinance regarding masonry materials needs to be updated.

**D. PUBLIC DISCUSSION: None**

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

The meeting adjourned at 6:43 P.M.

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JESS HUSKEY, Chairman

KG

Notice of the Midwest City Sidewalk Committee meeting was filed with the Midwest City Clerk and a copy of the agenda for the meeting was posted in the lobby of City Hall at least 24 hours in advance of the meeting.

**MINUTES OF MIDWEST CITY  
SIDEWALK COMMITTEE  
MEETING  
February 14<sup>th</sup>, 2017 - 5:00 p.m.**

The meeting of the Midwest City Sidewalk Committee was held in the Council Chambers, Midwest City, Oklahoma County, Oklahoma, on February 14<sup>th</sup>, 2017 at 5:00 p.m., with the following members:

Rick Dawkins, Chair  
Matt Dukes, Vice Chair

Absent: Sean Reed

Staff present: Billy Harless, Comprehensive Planner  
Patrick Menefee, City Engineer  
Brandon Bundy, Assistant City Engineer

The meeting was called to order by the Chairman Dawkins.

**A. MINUTES**

Motion was made by Matt Dukes and seconded by Rick Dawkins to approve the minutes of the January 26, 2016 meeting. Voting aye: Dukes and Dawkins. Nay: none. Motion carried.

**B. DISCUSSION ITEMS**

**1. Discussion and consideration of financial report of Sidewalk Fee Fund and the Sidewalk/Trails Sales Tax Revenue Fund.**

Patrick Menefee referred to the memo included in the agenda packet. Reported was the fund balance, what was constructed since last year's meeting, and the anticipated projects upcoming this budget year.

Since the item was information only, no action was taken on this item.

**2. Discussion and consideration of a status report of Midwest City's Trail Projects funded through ODOT.**

Patrick Menefee referred to the memo included in the agenda packet. Reported on the anticipated projects upcoming this budget year.

Since the item was information only, no action was taken on this item.

**3. Discussion and consideration of a status report of the Midwest City ADA Transition Plan.**

Sidewalk Committee Minutes

Patrick Menefee referred to the memo included in the agenda packet. Reported was the fund balance, what was constructed since last year’s meeting, and the anticipated projects upcoming this budget year.

Since the item was information only, no action was taken on this item.

**4. Discussion and consideration of recommending sidewalk projects for construction for calendar year 2017 utilizing the Sidewalk Fee Fund and the Sidewalk/Trails Sales Tax Revenue.**

The memo was reviewed from the agenda packet. The following were approved for construction:

| <b>Project #</b> | <b>Location</b>                            | <b>Description</b> | <b>Linear Feet Of Sidewalk</b> | <b>Cost Estimate</b> |
|------------------|--|--------------------|--------------------------------|----------------------|
| <b>1</b>         | NE 10 <sup>th</sup> St – Douglas to Post   | Installation       |                                | \$130,000            |
| <b>2</b>         | Post Rd – Reno to NE 10 <sup>th</sup>      | Engineering        |                                | \$30,000-engineering |
| <b>3</b>         | S.E. 29 <sup>th</sup> St – Douglas to Post | Engineering        |                                | \$30,000-engineering |
| <b>4</b>         | S.E. 29 <sup>th</sup> St – Post East       | Engineering        |                                | \$15,000-engineering |

Discussion continued among the committee members.

Motion was made by Rick Dawkins, seconded by Matt Dukes, to recommend to the City Council that the list of proposed sidewalk projects be constructed in the order listed above and as Sidewalk Fund and Sidewalk /Trails Sales Tax Revenue Fund Fees become available. Voting aye: Dukes and Dawkins. Nay: none. Motion carried.

**C. NEW BUSINESS / PUBLIC DISCUSSION**

No further items were discussed.

**D. ADJOURNMENT**

There being no further business, a motion was made by Matt Dukes, seconded by Rick Dawkins, to adjourn the meeting. Voting aye: Dukes and Dawkins. Nay: none. Motion carried. Meeting adjourned at 5:30 p.m.

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Rick Dawkins, Chair

Notice of regular Midwest City Planning Commission meetings in 2017 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2016 and copies of the agenda for this meeting were posted at City Hall at least 24 hours in advance of the meeting.

## **MINUTES OF MIDWEST CITY PLANNING COMMISSION MEETING**

**February 7, 2017 - 7:00 p.m.**

This regular meeting of the Midwest City Planning Commission was held in the Council Chambers, 100 North Midwest Boulevard, Midwest City, Oklahoma County, Oklahoma, on February 7, 2017 at 7:00 p.m., with the following members present:

Commissioners present:      Floyd Wicker, Chairman  
   Turner Mann  
   Jess Huskey  
   Russell Smith  
   Jay Dee Collins

Commissioner absent:      Stan Greil  
   Dean Hinton

Staff present:                      Billy Harless, Community Development Director  
   Kellie Gilles, Current Planning Manager  
   Patrick Menefee, City Engineer  
   Christine Allison, Associate Current Planner

The meeting was called to order by Chairman Wicker at 7:01 p.m.

### **A.      MINUTES:**

1.      Motion was made by Huskey, seconded by Mann, to approve the minutes of the December 6, 2016 Planning Commission meeting as presented. Voting aye: Huskey, Smith, Mann, Collins and Wicker. Nay: none. Absent: Greil and Hinton. Motion carried.

### **B.      NEW MATTERS:**

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.**

Notice of regular Midwest City Planning Commission meetings in 2017 was filed for the calendar year with the Midwest City Clerk prior to December 15, 2016 and copies of the agenda for this meeting were posted at City Hall at least 24 hours in advance of the meeting.

Staff members presented a brief overview of this item. The applicant, Frank McLendon of MLB Homes, 1723 W. Britton Rd., OKC, was present. There was general discussion about this item. A motion was made by Huskey, seconded by Collins, to recommend approval of this item subject to all staff comments. Voting aye: Mann, Huskey, Smith, Collins and Wicker. Nay: Smith. Motion carried.

**2 (PC-1893) Public hearing with 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 10<sup>th</sup> Street.**

Staff members presented a brief overview of this item. The applicant, Frank McLendon of MLB Homes, 1723 W. Britton Rd., OKC, was present. There was general discussion about this item. A motion was made by Mann, seconded by Huskey, to recommend approval subject to all staff comments. Voting aye: Mann, Huskey, Smith, Collins and Wicker. Nay: Smith. Motion carried.

**3. (PC-1894) Public hearing with discussion and consideration of approval 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 Harr Julian Replat, located at 401 W. Douglas Dr.**

Staff members presented a brief overview of this item. The applicant, Chris Mudd of 2637 NW 65<sup>th</sup> St. was present. There was general discussion about this item. Smith was concerned with parking in the street. Staff acknowledged that the parking is difficult as the Zoning Ordinance does not reference parking for mixed residential and office uses. Huskey asked how big the house was. Mr. Mudd stated that the house is 1054 square feet excluding the garage. Collins asked if access will be from W. Douglas or Air Depot. Mr. Mudd stated that they plan to use the existing driveway on W. Douglas. Darron White of 404 W. Douglas was present to speak against the item. Mr. White's concerns are about the increase in traffic on the residential street. A motion was made by Smith, seconded by Huskey to recommend denial of this item. Voting aye: Mann, Huskey, Smith, Collins and Wicker. Nay: none. Motion carried.

**C. COMMISSION DISCUSSION:** General discussion.

**D. PUBLIC DISCUSSION:** None.

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

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

The meeting adjourned at 7:42 p.m.

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Floyd Wicker, Chairman  
(KG)



MUNICIPAL AUTHORITY  
AGENDA





**MIDWEST CITY MUNICIPAL AUTHORITY AGENDA**

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

February 28, 2017 - 7:01 PM

- A. CALL TO ORDER.
- B. DISCUSSION ITEMS.
  - 1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of February 14, 2017, as submitted. (Secretary - S. Hancock)
  - 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. (Economic Development - R. Coleman)
- C. NEW BUSINESS/PUBLIC DISCUSSION.
- D. ADJOURNMENT.



DISCUSSION ITEMS



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 14, 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, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 6:17 p.m.

**Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for February 14, 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 6:19 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 14, 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, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 7:59 p.m.

**Consent Agenda.** Motion was made by Dawkins, seconded by Allen, to approve the items on the consent agenda, as submitted, except for item four.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of January 24, 2017, as submitted.
2. Discussion and consideration of awarding a bid and entering into a contract to refurbished four (4), six (6) and eight (8) Yard New Front Load Refuse Containers from MCS Heartland LLC.
3. Discussion and consideration of declaring one (1) 2008 Jacobsen 522 mower, serial #BAA!6808201887, one (1) 2003 Ezgo Workhorse model 1200 c-203, serial #1579744 from John Conrad Golf Course, and twelve (12) empty polymer totes from the Water Resource Recovery Facility surplus property and authorizing their disposal by sealed bid or auction.

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

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

**Adjournment.** Chairman Dukes adjourned the meeting at 8:00 p.m.

ATTEST:

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

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



**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: Chairman Dukes and Municipal Authority Trustees

From: Robert Coleman, Director of Economic Development

Date: February 28, 2017

Subject: Discussion and consideration of a 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.

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Falcon Realty Advisors noticed the Authority's "For Lease" sign posted on the far south end of the Reed Center property lying adjacent to the Tinker Diagonal. They subsequently made an offer to purchase approximately one acre of the property for \$11 per square foot in a contract approved by the Authority at the December 22, 2015, meeting.

Most of the Reed Center property lies in the area where the Aviation Acres Subdivision once stood, and numerous utility easements, right-of-ways, and other agreements remain in place. These instruments have complicated matters and have made it difficult to split off the parcel that Falcon desires. Staff has been working with Glen Smith, P.S, of Smith Roberts Baldishwiler to sort through these matters, but corrections have been in process for over nine months and the contract has long expired.

The contract also mandated that Falcon recruits a "sit down" restaurant to lease or purchase the property, preferably an Outback Steakhouse. A site selector for Outback (Bloomin' Brands) later rejected the site due to its proximity to the westbound Interstate 40 exit ramp. Falcon would like to have an extension on its feasibility period until June 1, 2017.

Staff recommends approving the proposed extension as written.

Please contact my office at (405) 739-1218 or e-mail any question.

Respectfully,

---

Robert Coleman  
Director of Economic Development

Attachments: Original Contract  
Proposed Extension

## CONTRACT OF SALE

THE STATE OF OKLAHOMA §

COUNTY OF OKLAHOMA §

### KNOW ALL BY THESE PRESENTS THAT:

Midwest City Municipal Authority ("Seller") and Falcon Realty Advisors LLC, Trustee, or Assigns ("Purchaser") agree as follows:

1. **Agreement for Sale of the Property.** Subject to the terms and conditions of this Contract, Seller agrees to sell and convey, upon the terms and conditions set forth herein, and Purchaser agrees to purchase upon such terms and conditions, a certain tract of land having an area of approximately 1.0 acre out of a larger 13.75 acre tract owned by Seller and described as PT NW4 SEC 9 11N 2W BEG 771.10FT S & 459.39FT E OF NW/C NW4 TO THE NW CORNER OF LOT 8 BLK 4 AVIATION ACRES TH E800FT S462.22FT RIGHT ALONG CURVE 251.50FT NW162.37FT SW 563.31FT SE152.49FT LEFT ALONG CURVE 95.92FT SE100.28FT NW397.70FT NE181.68FT NLY48.99FT N378.15FT W61.51FT N84.24FT N299.46FT TO BEG CONT 13.75 ACRES MORE OR LESS (inclusive of the Property, the "Seller's Property"). The Seller's Property will be replatted into two separate lots as contemplated by Paragraph 8 of the Contract. The Property is depicted on the drawing attached hereto Exhibit "A" and incorporated herein by reference (designated thereon as a 1.0 acre portion), and includes (i) all improvements situated on said real property; (ii) all and singular the rights and appurtenances pertaining to said real property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way; and (iii) all fixtures attached to the Property which are owned by Seller (all together such 1.0 acre tract and improvements, rights, appurtenances and fixtures being hereinafter collectively called the "Property"). During the Feasibility Period (hereinafter defined), the Seller and Purchaser will negotiate in good faith to establish the final size and boundary of the Property in order to accommodate tenant space requirements for the Property. The Purchaser acknowledges that the Property has not yet been platted as a separate legally designated lot, and that Paragraph 8 of this Contract provides for the replatting of the Seller's Property into two lots, one of which shall be the Property. Seller's Property, exclusive of the Property, is hereinafter referred to as the "Seller's Remainder".
2. **Purchase Price.** The total purchase price for the Property is the approximate sum of Four Hundred Seventy-Nine Thousand One Hundred Sixty and No/100 Dollars (\$479,160.00) (\$11.00 p.s.f.) (the "Purchase Price"), to be subject to a final adjustment based on 11.00 multiplied by the actual square footage of the Property after the Final Replat (defined below) has been approved by the City of Midwest City, Oklahoma. The Purchase Price, adjusted by such prorations, fees, and expenses as hereinafter provided, shall be paid by Purchaser to Seller pursuant to the terms of Paragraph 31 at Closing (hereinafter defined).
3. **Earnest Money.** On or within two (2) business days after the effective date of this Contract, Purchaser shall deliver the Earnest Money (as hereinafter defined) to appointed escrow agent, an authorized agent of Capitol Abstract & Title, 9205 SE 15<sup>th</sup> Street, Midwest City, Oklahoma ("Escrow Agent"), and the Earnest Money shall thereafter be held by the Escrow Agent to be applied or disposed of by it as herein provided. The Earnest Money (herein so called) shall be the amount of **\$10,000.00** in cash or immediately available funds. All Earnest Money deposited pursuant hereto shall be placed in an interest bearing account, with all interest accruing to the party to whom the Earnest Money is ultimately disbursed. If the purchase and sale hereunder are consummated in accordance with the terms and provisions hereof, the Earnest Money shall be applied to the purchase price to reduce the cash required from Purchaser at Closing. If the purchase and sale are not consummated as a result of the determination of Purchaser during the Feasibility Period hereinafter provided for, ALL of the Earnest Money including Purchaser's interest shall be immediately returned to Purchaser by the Escrow Agent. If Purchaser does not terminate this Contract during the Feasibility Period as provided herein, all Earnest Money including Purchaser's interest shall then become nonrefundable and payable to Seller if the purchase and sale of the Property is not consummated for any reason, except as otherwise expressly provided in this Contract.
4. **Representations and Warranties.** Seller represents and warrants the following to Purchaser, which representations and warranties shall survive the Closing as provided herein:
  - A. To the best of Seller's actual knowledge, there are no existing or pending legal or administrative proceedings or claims, with respect to any aspect of the Property nor, to the knowledge of Seller, have any such actions, suits proceedings or claims been threatened or asserted. In the event that a lien, claim or cause of action affecting the Property shall arise prior to the Closing, resulting from any reason other than activities by Purchaser, Seller shall, at its sole cost and expense, cause such lien to be released and, further, Seller shall indemnify and defend Purchaser and the Property against any such claim or cause of action, and hold Purchaser harmless therefrom, including, but not limited to, reasonable attorneys' fees and court costs.
  - B. Seller has received no notice and has no actual knowledge of any pending liens, special assessments or condemnations or sales in lieu thereof to be made against the Property by

any governmental authority, nor does Seller have knowledge of any existing fact or condition that may result in same occurring.

- C. There are no leases or other contracts or agreements which affect the Property, except for those provided to Purchaser pursuant to Section 5.C. below.
- D. There are no unpaid bills owed by Seller or claims in connection with the construction of, or any repairs to, the Property on the Closing Date, except for then-current invoices which will be paid by Seller at closing.
- E. There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending against or contemplated by Seller, and to the actual knowledge of Seller, no such actions have been threatened against it.
- F. From and after the date hereof, and until the Closing or earlier termination of this Contract, Seller shall not sell, assign or create any right, title or interest whatsoever in or to the Property or create or permit to exist any lien, encumbrance or charge thereon, other than liens or encumbrances noted in the Title Binder and not objected to by Purchaser, without promptly discharging the same.
- G. Neither the execution and delivery of this Contract by Seller nor Seller's performance of its obligations hereunder will result in a violation or breach of any term or provision or constitute a default or accelerate the performance required under any other agreement or document to which Seller is a party or is otherwise bound, or to which the Property or any part thereof is subject, and to the best of Seller's actual knowledge will not constitute a violation of any law, ruling, regulation or order to which Seller is subject.
- H. No other person, firm or corporation or entity, other than Purchaser, has any right or option to acquire the Property, or any part thereof, from Seller.
- I. Seller has received no notice of any kind whatsoever that the maintenance, operation, use and occupancy of the buildings and other improvements presently constituting part of the Property and/or contemplated hereby violate any zoning, building, health, fire, safety or similar law or ordinance, order or regulation, (including, without limitation, any environmental law) or the certificate or certificates of occupancy issued or to be issued for the Property. Seller shall provide to Purchaser copies of any notices of such violations it may receive following the date hereof.
- J. Seller shall satisfy any and all claims for mechanics' or materialmen's liens against the Property or any part thereof on or prior to closing other than those resulting from Purchaser's activities, and shall indemnify and hold harmless and protect the Property from any and all loss from such claims; provided, however, Seller shall have the right to contest any such claims so long as a bond is posted by Seller and/or other procedures reasonably accepted by Purchaser are followed in order to protect the Property so long as no exception thereof appears in the Owner's Title Policy.
- K. As of the Closing Date, Seller shall have obtained all necessary consents and permissions related to the transactions herein contemplated and required under any covenant, agreement, encumbrance, law or regulation.
- L. No portion of the Property is agricultural land, as defined in the Agricultural Foreign Investment Disclosure Act, 7.U.S.C. Section 3501, et seq., and the rules and regulations promulgated under such statute.
- M. Seller is neither a "foreign person" nor a "foreign corporation" as those terms are defined in the Internal Revenue Code of 1986, as amended.
- N. To the best of Seller's knowledge, there are no "underground storage tanks" located on the Property, as that term is defined in the Comprehensive Environmental Response, compensation and Liability Act of 1980, 42 United States Code § 6991, and except as otherwise disclosed in writing by Seller to Purchaser during the Feasibility Period.

5. **Survey and Title Binder.**

- A. Within ten (10) days after the effective date of this Contract, Seller shall cause to be delivered a copy of its most current survey ("Survey") of the Property made by a duly licensed surveyor reasonably acceptable to the Purchaser. If an existing Survey is not available and Purchaser desires to obtain a new Survey, Purchaser shall at Purchaser's expense, obtain a current Survey of the property. The Seller will reimburse the Purchaser at Closing for the cost of obtaining the Survey, not to exceed \$2,500.00. The Survey shall be in a form acceptable to Chicago Title Insurance Company, 2828 Routh St., Suite 800, Dallas, TX 75201 (the "Title Company") in order to allow the Title Company to delete the survey exception at Purchaser's request (except as to "shortages in area") from the Title Policy to be issued by the Title Company. The Survey shall (i) reflect the actual dimensions of and the total number of square feet within the Property, (ii) identify any rights-of-way, easements, or other encumbrances by applicable recording reference, and (iii) include the surveyor's registered number and seal, the date of the Survey and the following narrative certificate:

"The undersigned does hereby certify to Chicago Title Insurance Company, 2828 Routh St., Suite 800, Dallas, TX 75201 and Falcon Realty Advisors, L.L.C., Trustee or Assigns that this survey has been made as of \_\_\_\_\_, 2015, in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, including Items 1, 2, 3, 4, 6(b), 7, 8, 9, 11(a), 13, 16, 17, 18 and 20 of Table A thereof."

The legal description from the Survey will be used in all of the documents referenced herein that require a description of the Property and will be substituted for the legal description attached as Exhibit A hereto as if it had originally been a part of this Contract.

- B. Within ten (10) days after the effective date of this contract, Seller shall, at Seller's expense, deliver or cause to be delivered to Purchaser:
- (i) A title commitment ("Title Binder") covering the Property binding the Title Company to issue an Oklahoma Owner's Policy of Title Insurance on standard form of policy prescribed by the Oklahoma State Board of Insurance at the Closing in the full amount of the Purchase Price, and
  - (ii) True, correct, and legible copies of any and all instruments referred to in the Title Binder as constituting exceptions or restrictions upon the title of Seller including deeds, lien instruments, plats, reservations, restrictions and easements.
- C. The Seller shall submit to Purchaser, within fifteen (15) days after the effective date of this Contract, copies of the following to the extent the same are in Seller's possession:
- (i) Copies of all service and other contracts or agreements affecting any portion of the Property
  - (ii) Copies of the most recent Real and Personal Property Tax Statements affecting the Property
  - (iii) All plans and specifications
  - (iv) A copy of Seller's most current survey of the Property (in addition to the Survey in 5A above)
  - (v) True and accurate copies of all leases and/or other agreements for the occupancy or use of any portion of the Property (including all amendments, modifications, and other agreements with respect thereto), if applicable
  - (vi) Environmental Reports, Appraisals, and any other third party reports or surveys
  - (vii) Financial Records Relating to the Property
  - (viii) In addition to the foregoing, Purchaser may request that Seller provide additional, non-confidential information regarding the Property, and upon such request, Seller shall promptly provide such information to Purchaser, to the extent the information is within the possession or control of Seller.
- D. Purchaser shall have fifteen (15) business days after the receipt of the Survey referred to in Paragraph 5A and Title Binder and the instruments referred to in the Title Binder to review them and to deliver in writing to Seller such objections as Purchaser may have to anything contained in them. Any such item to which each party shall not object shall be deemed a "Permitted Exception". If there are objections by Purchaser, Seller shall in good faith attempt to satisfy them within ten (10) business days after receipt of Purchaser's objections (the "Cure Period"), but Seller shall not be required to incur any cost to do so. If Seller fails either to cure or remove any objection to the reasonable satisfaction of Purchaser prior to the expiration of the Cure Period, then Purchaser may either (i) terminate this Contract by written notice to Seller within five (5) business days after the end of the Cure Period, in which event the Earnest Money shall be immediately refunded to Purchaser and the parties hereto shall have no further liability or obligation hereunder (other than those that expressly survive termination of this Contract) or (ii) waive such objections and accept such title as Seller is able to convey without any reduction in the Purchase Price. Failure of Purchaser to send written notice of election available to it pursuant to the preceding sentence within five (5) days after the expiration of the Cure Period shall be deemed an election by Purchaser to waive its objection and accept such title as Seller is able to convey without any reduction in the Purchase Price and all uncured items shall be deemed "Permitted Exceptions". Notwithstanding the foregoing, Seller agrees to and shall remove all deeds of trust, mortgages, mechanic's liens, or other monetary encumbrances created by or through Seller against the Property (collectively, "Voluntary Liens"), and no Voluntary Lien shall be deemed a Permitted Exception, whether or not Purchaser further objects to same.
6. **Deed.** Seller represents and warrants to Purchaser that at the Closing, Seller will have and will transfer to Purchaser pursuant to the Deed agreed upon by Seller and Purchaser good and indefeasible fee simple title to the Property free and clear of any and all encumbrances except the Permitted Exceptions.
7. **Right of Inspection and Property Condition.** If Purchaser elects to proceed to Closing at the expiration of the Feasibility Period (hereinafter defined), Purchaser agrees that it will accept the Property in its present "as is" condition, subject to Seller's Remediation Obligation (as hereinafter defined). However, Purchaser shall have the right of inspection and Purchaser or its representatives may enter upon the Property for purposes of inspecting the Property. It shall be a condition of closing that the Purchaser procures a signed lease for the Property with a tenant that is



acceptable to the Seller and meets the Purchaser's intended use for the Property. Seller agrees that Outback Steakhouse of Bloomin' Brands Inc. is the only tenant that is acceptable to the Seller unless an alternate purchaser or lessee of the property is approved by the Purchaser and Seller prior to the purchase or leasing of the property to a third party. The lease for the Property will require the approved tenant to open and operate their respective business for a minimum of one (1) day.

Notwithstanding anything hereinabove to the contrary, Purchaser shall have a period of **One-Hundred and Twenty (120)** days from receipt of Title Binder and Survey ("Feasibility Period") to conduct any studies and inspections which Purchaser deems prudent. In this regard, Seller hereby agrees that, so long as this Contract remains in effect, Purchaser, and/or Purchaser's agents or employees, may come upon the Property to conduct such studies and inspections, including, without limitation making borings or taking soil samples as necessary. Purchaser's inspection activities will be conducted upon reasonable advance notice to Seller and or a designated representative of Seller in a manner which will result in the least possible interference with the ongoing operations of the Property and will not violate any of the rights of the tenants of the Property. Purchaser shall be responsible for restoring and repairing any material damage caused by Purchaser's inspection activities. Purchaser hereby agrees to indemnify, defend and hold Seller harmless from and against any and all claims arising in connection with the inspection activities of Purchaser hereunder, including, without limitation, claims for personal injury or property damage caused solely by Purchaser or Purchaser's representatives or agents and notwithstanding anything to the contrary in this Contract, such obligation to indemnify shall survive closing or any termination of this Contract. If Purchaser determines, in its sole discretion, that the Property is unsatisfactory for any reason, then Purchaser shall have the right, at its option, to terminate this Contract by delivering written notice of termination to Seller prior to the end of the Feasibility Period, in which event the Earnest Money shall be immediately refunded to Purchaser and the parties hereto shall have no further liability or obligation hereunder (other than those that expressly survive termination of this Contract). If Purchaser fails to send written notice of its election to terminate this Contract pursuant to this Section prior to the expiration of the Feasibility Period, the Earnest Money shall automatically become the property of Seller, except as otherwise expressly set forth in this Contract. Purchaser may extend the Feasibility Period, at Purchaser's sole discretion, for up to two (2) additional periods of thirty (30) days each, upon not less than five (5) days' written notice to Seller. Additionally, if Purchaser elects not to terminate this Contract at the end of the Feasibility Period, (if at all), Purchaser shall deposit an additional \$5,000.00 of Earnest Money for each thirty (30) day extension (which additional deposit(s) shall be deemed "Earnest Money" for all purposes under this Contract).

8. **Replat of the Property.** It shall be a condition precedent to Purchaser's obligations at Closing that the Seller's Property is replatted into two lots: Seller's Remainder (approximately 12.75 acres) and the Property (approximately 1.0 acres) pursuant hereto. The cost of replatting the Property will be shared equally between the Seller and the Purchaser. Promptly following the expiration of the Feasibility Period, Purchaser will undertake the replatting process to legally subdivide the Property from Seller's Remainder, as generally illustrated in Exhibit "A". Seller and Purchaser shall equally share the application fees charged by Midwest City in connection with the platting process and shall also share equally the professional fees for preparation of the plat and proceeding with the replat process to conclusion (collectively the "Replating Fees"). The parties agree that, following the expiration of the Feasibility Period, Purchaser shall use due diligence and commercially reasonable efforts, and Seller shall reasonably cooperate with Purchaser, to obtain all necessary consents to and approvals of the plat from all requisite authorities prior to Closing; however, the final replat (the "Final Replat") will not be filed until immediately prior to Closing and nothing shall be done that would bind the Property if the Closing does not occur. If Purchaser does not obtain approval by Midwest City of the Final Replat within ninety (90) days after the expiration of the Inspection Period, either Seller or Purchaser may, by written notice to the other thereafter, but prior to the date that the Final Replat is achieved, terminate this Contract and the Earnest Money deposit shall be refunded immediately to Purchaser, save and except \$100.00 which shall be paid to Seller as an option fee in consideration of Seller's execution and delivery of this Contract, and neither party shall have further recourse or obligations to the other hereunder, save and except Purchaser's obligation to restore and repair any damage to the Property caused by Purchaser's inspections and indemnify Seller as provided in this Contract, all of which shall survive the termination of this Contract. The Deed (hereinafter defined) to be delivered by Seller to Purchaser at Closing shall describe the Property by reference to the Final Replat or the Survey (as applicable).
9. **Easements; Use Restriction.** Purchaser and Seller will reasonably cooperate during the Feasibility Period to determine the best method to memorialize open and uninterrupted access between the Property and Seller's Remainder, it being acknowledged and agreed that open and uninterrupted access between the Property and Seller's Remainder is material to the success of any restaurant use upon the Property. Further, Purchaser agrees that the Deed delivered at closing shall be subject to the following deed restriction: for a period of ten (10) years following the date of the Deed, the Property shall be used, if at all, solely for a sit-down restaurant operation and purposes ancillary thereto.
10. **Seller's Default.** Notwithstanding any provision of this Contract to the contrary, in the event Seller wrongfully fails or refuses to timely comply with its obligations hereunder or is unable to do so as the result of its willful act or failure to act, or at Closing, any of the Seller's representations, warranties or covenants contained herein are not true or have been breached, Purchaser shall have the following options as Purchaser's sole remedies: (a) to terminate the Contract by giving Seller timely written notice of such election prior to a closing, and thereupon this Agreement shall terminate, and Purchaser shall be entitled to the immediate return of the

Earnest Money, if any, and Seller and Purchaser shall be relieved and released of all further obligations, claims and liabilities hereunder; (b) to waive, prior to or at Closing, as applicable, the applicable objection or condition and proceed to closing the transaction contemplated hereby in accordance with the remaining terms hereof; or (c) to enforce specific performance of this Contract.

11. **Purchaser's Default.** Except as otherwise provided herein, in the event Purchaser wrongfully fails or refuses to timely comply with its obligations hereunder or is unable to do so as the result of its willful act or failure to act, Seller not being in default hereunder, Seller may (as its sole remedy) terminate this Contract by written notice to Purchaser and Escrow Agent, whereupon the Earnest Money previously deposited in escrow for benefit of Seller shall become liquidated damages, in full satisfaction of Seller's claim against Purchaser hereunder or pursuant hereto or in connection herewith. Although the amount of Seller's damages is difficult or impossible to determine, the parties agree that the amount of the Earnest Money is a reasonable estimate of Seller's loss in the event of Purchaser's default. Thus, Seller shall accept and retain the Earnest Money as liquidated damages but not as a penalty.
12. **Closing Date.** This transaction shall close at the offices of Capitol Abstract & Title, 9205 SE 15<sup>th</sup> Street, Midwest City, Oklahoma on a date and at a time mutually agreed upon by Seller and Purchaser which shall not be later than thirty (30) days after the later to occur of (i) the Final Replat being approved by the City of Midwest City or (ii) the expiration of Purchaser's waiver of the Entitlements Period, the date determined in accordance with this section to be called "Closing" or "Date of Closing."
13. **Closing Documents.** At the Closing, Seller shall deliver to Purchaser, at Seller's sole cost and expense, each of the following items:
  - A. Title Policy insuring good and indefeasible fee simple title to the Property to Purchaser, in the amount of the purchase price, subject only to the Permitted Exceptions.
  - B. A duly executed and acknowledged Special Warranty Deed in the form promulgated by the State Bar of Oklahoma or otherwise approved by Seller and Purchaser.
  - C. A certificate confirming that Seller is not a "foreign person" as that term is defined in Section 1445 of the Internal Revenue Code of 1986, as amended.
  - D. Such other documents and agreements which may be required by the Title Company and that are reasonable and customary for the sale of real property in Oklahoma County, Oklahoma.
  - E. Original Documents and Records as provided by Seller in Paragraph 5(C) hereunder.
  - F. At the Closing, Purchaser shall deliver to Seller (i) the Purchase Price in cash or immediately available funds and (ii) all other documents and agreements which may be required by the Title Company and that are reasonable and customary for the purchase of real property in Oklahoma County, Oklahoma.
  - G. At the Closing, Seller and Purchaser shall each execute and deliver an Assignment and Assumption of Leases and contracts, in which Seller assigns to Purchaser all rights of the owner of the Property existing on the Closing Date, and Purchaser assumes all obligations of the owner of the Property arising in and to all Leases and all contracts affecting the property and/or the maintenance and operation thereof which Purchaser has agreed to assume in writing on or before the Closing Date.
  - H. If applicable, and a Bill of Sale and General Assignment (herein so called) conveying any personal property, free and clear of any encumbrances.
14. **Expense of Closing.** Seller shall pay for the costs of preparing the Deed, for the costs of the Title Commitment, for the premium for the Title Policy (including the premium for T-3 survey deletion coverage, if required by Purchaser), for one-half of the Title Company's escrow fee and for any transfer, intangible, documentary or other tax assessed as a result of the sale of the Property to Purchaser. Purchaser shall pay for the costs of recording the Deed, for the premium for any endorsements to the Title Policy (other than the T-3 survey deletion coverage), and for one-half of the Title Company's escrow fee. Each party shall pay its own attorneys' fees.
15. **Prorations.**
  - A. Taxes for the year of Closing shall be paid by Purchaser. Seller shall deliver to Purchaser at Closing a certificate from each taxing authority having jurisdiction of the Property to the effect that the Property is tax exempt. This provision shall survive the Closing.
  - B. Utilities, including but not limited to water, sewer, gas, electricity, trash removal and fire protection service to the extent paid for by Seller or required to be paid for by Seller for a period after Closing, shall be prorated as of the Closing Date. All expenses relating to the Property attributable to the period of time prior to the Closing Date, including those required by any contract or agreement for any and all assessments, fees or other charges due to the owners association governing the property, services to the Property, those incurred or ordered by Seller or Seller's agents, including but not limited to cost of

maintenance, insurance and administrative expenses, shall be paid for by Seller and Purchaser shall not be liable therefor.

- C. All rent and other income due from the Property, if any, to the extent paid, including but not limited to base rent, percentage rent, additional rent, common area maintenance charges, association dues, reimbursements, prepaid rent, tax escalation charges and other charges to tenants, shall be prorated as of the Closing Date.
- D. Purchaser shall receive a credit for all Deposits, if any, remitted by tenants under any leases to Seller and held currently by Seller. Seller shall cooperate with Purchaser in notifying the tenants of the transfer of ownership.
16. **Entire Agreement.** This Contract contains the entire agreement of the parties hereto. There are no other agreements, oral or written, between the parties regarding the Property. This Contract can be amended into a further detailed agreement, when written and signed by the parties hereto and by reference made a part hereof.
17. **Binding.** This Contract, and the terms, covenants and conditions herein contained, shall inure to the benefit of it and be binding upon the heirs, personal representatives, successors and assigns of each of the parties hereto.
18. **Effective Date.** The effective date of this Contract shall be the date on which the later of Seller or Purchaser signs the contract.
19. **Notice.** Any notice, communication, request, reply or advice (severally and collectively referred to as "Notice") in this Contract provided or permitted to be given, made or accepted by either party to the other must be in writing. Notice may, unless otherwise provided herein, be given or served (a) by depositing the same in the United States Mail, postage paid, registered or certified, and addressed to the party to be notified, with return receipt requested, (b) by delivering the same to such party, or an agent of such party, or (c) by facsimile to the facsimile number set forth below. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as provided below, be as follows:

**To Purchaser:**

Falcon Realty Advisors, LLC  
16000 N. Dallas Parkway  
Suite 225  
Dallas, Texas 75248  
Attn: Tim Hughes  
Phone: (972) 404-8383  
Fax: (214) 206-4060

With copy to:  
Cherry Petersen Landry Albert LLP  
8350 N. Central Expressway, Suite 1500  
Dallas, Texas 75206  
Attn: Dan Walls  
Phone: (214) 265-7011  
Fax: (214) 265-7008

With copy to:  
Falcon Realty Advisors, LLC  
16000 N. Dallas Parkway  
Suite 225  
Dallas, Texas 75248  
Attn: Travis Heinrichs  
Phone: (972) 675-7706  
Fax: (214) 206-4060

**To Seller:**

Midwest City Municipal Authority  
100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Attn: Robert Coleman  
Phone: (405) 739-1218  
Fax: (405) 739-1208

The parties hereto shall have the right from time to time to change their respective addresses, and each shall have the right to specify a different address within the United States of America by at least five (5) days written notice to the other party.

20. **Risk of Loss.** The risk of loss or damage to the Property by casualty, condemnation or otherwise between the effective date of this Contract and the Closing shall be upon Seller. If all or any part of the Property is lost, condemned or damaged, Purchaser may, by written notice to Seller, elect to cancel this Contract and the Escrow Agent shall immediately return to Purchaser the Earnest Money. If neither Purchaser nor Seller terminate this Contract by written notice to the other within five (5) business days from the date that each party is made aware of such casualty or condemnation, then the parties shall be deemed to have waived their right to terminate this Contract, the Closing shall occur without any adjustment in the Purchase Price and Seller shall assign to Purchaser its rights to any insurance or condemnation proceeds payable in connection with the casualty or condemnation.
21. **Real Estate Commissions.** Seller and Purchaser each represent and warrant that no real estate brokerage commission is payable to any other person or entity in connection with the transaction

contemplated hereby and each agrees to and does hereby indemnify and hold the other harmless against the payment of any commission to any person or entity claiming by, through or under Seller or Purchaser, as applicable.

22. **Time.** Time is of the essence in all things pertaining to the performance of this Contract. Notwithstanding the foregoing, if the deadline or last day of any measuring period for action by either party under this Contract falls on a Saturday, Sunday or legal holiday (as recognized by a majority of the national banks in Oklahoma County, Oklahoma), then such deadline or last day of any measuring period shall be automatically extended until 5:00 PM Oklahoma City, Oklahoma time on the next day that is not a Saturday, Sunday or legal holiday.
23. **Incorporation of Exhibits.** All exhibits and addenda attached hereto are incorporated herein as fully as if each were herein set out verbatim.
24. **Obligations.** To the extent necessary to carry out the terms and provisions hereof, the terms, conditions, warranties, representations, obligations and rights set forth herein shall not be deemed terminated at the time of Closing nor shall they merge into the various documents executed and delivered at the time of Closing. Both Seller and Purchaser agree that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the transactions contemplated hereby.
25. **Applicable Law and Venue.** The construction and validity of this Contract shall be governed by the laws of this State of Oklahoma. Venue shall be in a court of appropriate jurisdiction in Oklahoma County, Oklahoma.
26. **Paragraph Headings.** The paragraph headings contained in this Contract are for convenience only and shall in no way enlarge or limit the scope of meaning of the various and several paragraphs hereof.
27. **Grammatical Construction.** Whenever appropriate, the masculine gender may include the feminine or neuter, and the singular may include the plural and vice versa.
28. **Attorney Fees.** In the event it becomes necessary for Purchaser or Seller to employ an attorney to enforce this Contract, the prevailing party in any action shall be entitled to recover reasonable attorney's fees incurred by him in connection therewith. This remedy shall survive the closing or the termination of this Contract.
29. **Compliance.** Seller and Purchaser are hereby advised that they each should be furnished with or obtain a policy of the title insurance or have the abstract covering the Property examined by an attorney of their own selection.
30. **Independent Contract Consideration.** Contemporaneously with the execution of this Contract, Purchaser hereby delivers to Seller a check in the amount of one hundred dollars (\$100.00) ("Independent Contract Consideration"), which amount the parties bargained for and agreed to as consideration for Seller's execution, delivery and performance of this Contract. The Independent Contract Consideration is in addition to and independent of any other consideration or payment provided for in this Contract, is nonrefundable, and shall be retained by Seller notwithstanding any other provision of this Contract.
31. **Assignment.** It is agreed that Purchaser may assign all of its right, title and interest under this Contract to an affiliated entity, such as a special purpose entity or wholly owned subsidiary, without Seller's consent.
32. **Special Provisions.**
  - A. **Payment of Purchase Price.** The Purchase Price shall be payable to Seller through the Title Company, as follows, to wit:
    - (1) Cash in the amount of \$11.00 per square foot, less the Earnest Money and applicable prorations and expenses of Closing charged to Seller as provided for in this Contract.
  - B. **Seller's Remediation Obligation.** If any of Seller's environmental reports or surveys (collectively, an "ESA") identifies, or if any ESA commissioned by Purchaser identifies, any Hazardous Materials or other environmental condition(s) upon the Property that would reasonably require reporting to, or permits and/or approvals from the Environmental Protection Agency ("EPA"), or other environmental authority having jurisdiction over the Property (collectively, together with the EPA, "Environmental Agencies") prior to Purchaser's redevelopment and use of the Property for the Intended Use (as hereinafter defined), then Seller shall, at Seller's sole cost and expense prior to Closing, promptly undertake such reporting to the applicable Environmental Agencies.
  - C. **Purchaser's Permitted Marketing.** So long as this Contract remains in effect, Purchaser shall be permitted to advertise Purchaser's proposed redevelopment of the Property for the Intended Use in any or all of the following manners, at Purchaser's sole cost and expense: (i) professionally prepare, install and maintain upon the Property up to one (1) sign per frontage naming Purchaser (or its applicable affiliate) and advertising its

intended redevelopment and use of the Property following Closing, and (ii) otherwise pre-market the Property in connection with Purchaser's intended redevelopment and use thereof including, without limitation, preparation and dissemination of marketing materials via any medium or method.

D. Other.

- (1) Seller hereby warrants that the Property is under Seller's total and complete ownership as specified by the attached legal description on Exhibit A attached hereto.

33. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT OR IN ANY DOCUMENT DELIVERED BY SELLER AT CLOSING, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE TO BE SET FORTH IN THE DEED), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER TO PURCHASER, OR ANY OTHER MATTER OR THING PERTAINING TO THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER, AND PURCHASER SHALL ACCEPT THE PROPERTY, "AS IS, WHERE IS AND WITH ALL FAULTS." PURCHASER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER, THE MANAGER OF THE PROPERTY OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN DIRECTLY OR INDIRECTLY, VERBALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS CONTRACT. PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER TO ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS, AND PURCHASER UPON CLOSING SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTIONS (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER AT ANY TIME BY REASON OF OR ARISING OUT OF ANY CONSTRUCTION DEFECTS, PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING ANY ENVIRONMENTAL LAWS OR THE AMERICANS WITH DISABILITIES ACT) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY.

ANY REPRESENTATIONS AND WARRANTIES WHICH SELLER HAS EXPRESSLY MADE IN THIS CONTRACT SHALL SURVIVE CLOSING ONLY FOR A PERIOD OF ONE (1) YEAR. EXCEPT FOR CLAIMS MADE IN WRITING TO SELLER DURING THAT TIME PERIOD SPECIFYING THE ALLEGED BREACH, PURCHASER SHALL BE DEEMED TO HAVE WAIVED ITS RIGHT TO RECOVER FOR ANY BREACH OR ANY REPRESENTATION OR WARRANTY BY SELLER AFTER THE ONE (1) YEAR PERIOD.

SELLER:

Midwest City Municipal Authority,  
a public trust

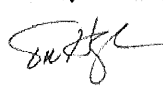
By: 

Name: Dee Collins

Title: Mayor

PURCHASER:

Falcon Realty Advisors, LLC

By: 

Name: Tim Hughes

Title: President

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

Date: 12-21-2015 \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, undersigned Escrow Agent acknowledges receipt of a fully executed copy of this contract and the Earnest Money deposited by Purchaser in accordance with this contract and agrees to hold and disburse such Earnest Money in accordance with the provisions of this contract.

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

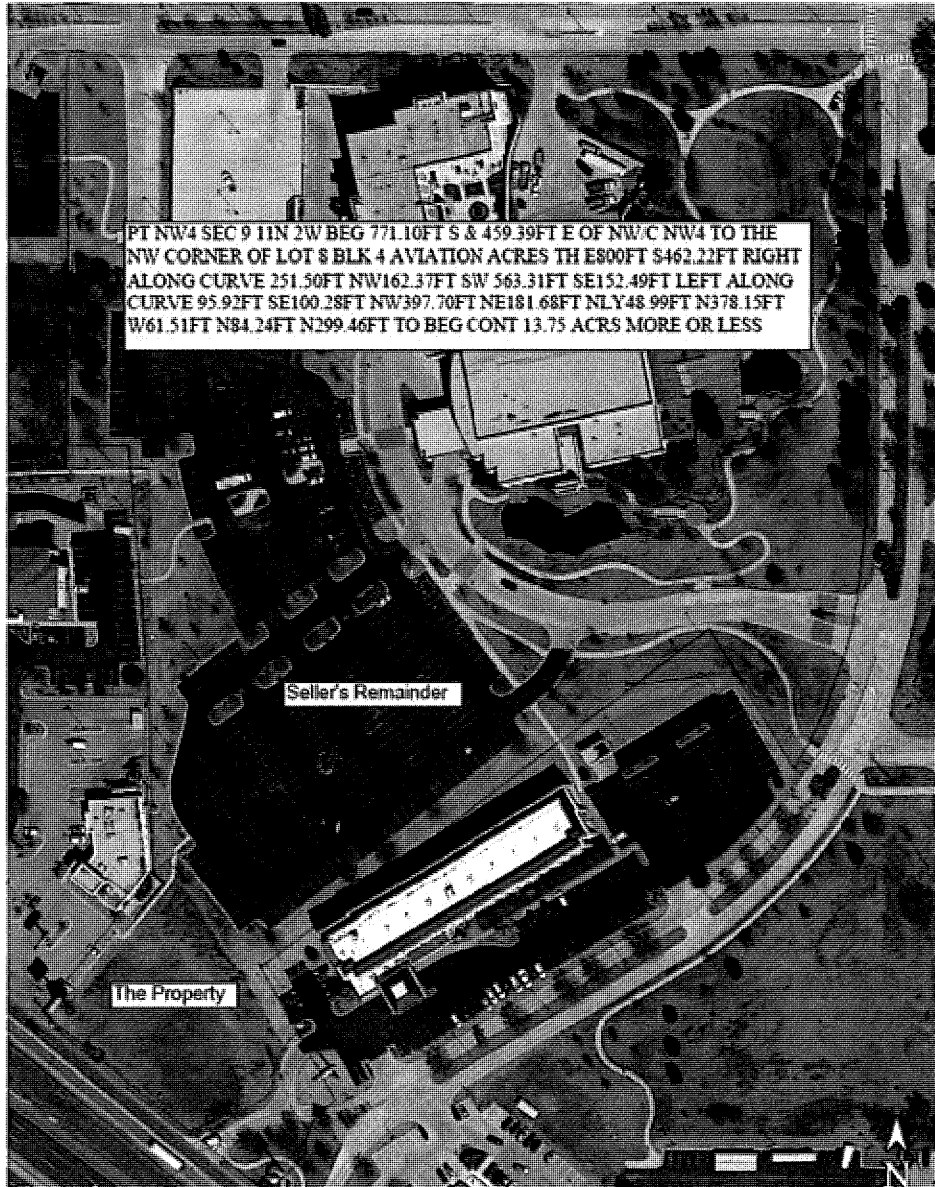
Name: \_\_\_\_\_

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

The real property situated in Oklahoma County, Oklahoma, described as follows:  
PT NW4 SEC 9 11N 2W BEG 771.10FT S & 459.39FT E OF NW/C NW4 TO THE NW CORNER OF LOT 8  
BLK 4 AVIATION ACRES TH E800FT S462.22FT RIGHT ALONG CURVE 251.50FT NW162.37FT SW  
563.31FT SE152.49FT LEFT ALONG CURVE 95.92FT SE100.28FT NW397.70FT NE181.68FT NLY48.99FT  
N378.15FT W61.51FT N84.24FT N299.46FT TO BEG CONT 13.75 ACRS MORE OR LESS



**AMENDMENT NO. 1**

to  
Contract of Sale

This Amendment No. 1 to Contract of Sale (this "Amendment") is entered into this \_\_\_\_\_ day of February, 2017, by MIDWEST CITY MUNICIPAL AUTHORITY ("Seller") and FALCON REALTY ADVISORS, LLC, a Texas limited liability company ("Buyer").

WHEREAS, Seller and Buyer entered into that certain Contract of Sale dated on or about December 21, 2015 (the "Contract"), concerning certain real property located in Midwest City, Oklahoma, as more particularly described in the Contract (the "Property"); and

WHEREAS, the parties desire to amend the Contract in certain particulars, as set forth herein.

WHEREAS, capitalized terms not otherwise defined herein shall have the same meaning ascribed to such terms in the Contract.

NOW, THEREFORE, for \$10.00 in hand paid by Buyer to Seller, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Seller and Buyer hereby agree to amend the Agreement as follows:

1. Feasibility Period. Section 7 of the Contract is hereby amended to reflect that the "Feasibility Period" shall expire on June 1st, 2017.
2. As amended hereby, the Contract remains in full force and effect and is hereby ratified by the parties. This Amendment may be executed in multiple counterparts, each of which, when assembled with the others, shall be deemed one and the same instrument. Each party agrees that the other party may rely upon a .PDF, facsimile, or electronic transmission of its signature hereto as an original.

***SIGNATURES FOLLOW THIS PAGE.***



EXECUTED to be effective as of the date first written above.

SELLER:

BUYER:

**MIDWEST CITY MUNICIPAL AUTHORITY**

**FALCON REALTY ADVISORS, LLC,**  
a Texas limited liability company

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

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

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



By:  
Tim Hughes, President



NEW BUSINESS/  
PUBLIC DISCUSSION





HOSPITAL AUTHORITY  
AGENDA



## MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

February 28, 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 14, 2017, as submitted. (Secretary - S. Hancock)
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. (Economic Development - R. Coleman)
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. (City Manager - G. Henson)
4. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Secretary - S. Hancock)

C. NEW BUSINESS/PUBLIC DISCUSSION.

D. 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 14, 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, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 6:19 p.m.

**Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for February 14, 2017.** Staff briefed the Trustees on various items on the agenda, and the Trustees sought clarification and discussed individual agenda items with staff. City Manager Guy Henson introduced Leland Clark from Sooner Rose Investment LLC and Barbara Fox and Theresa Franklin from FNB Community Bank to discuss Discussion Item two.

Chairman Dukes closed the meeting at 6:36 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 14, 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, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 8:00 p.m.

**Discussion Item.**

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meeting of January 24, 2017, as submitted.** Motion was made by Dawkins, seconded by Allen, to approve the minutes, as submitted. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.
2. **Discussion and consideration of approval of 1) Landlord Estopped Certificate; 2) Ratification by Hospital Authority and; 3) the First Amendment to Mortgage, Security Agreement and Financing Statement; and 4) Lien and Possession Affidavits pertaining to the financing for Sooner Town Center II.** Motion was made by Dawkins, seconded by Byrne, to approve all documents, as submitted. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Chairman Dukes. Nay: none. Absent: none. Motion carried.
3. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of investment Policy, Guidelines and Objectives.** No action 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 8:02 p.m.

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

ATTEST:

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



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

100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
Office (405) 739-1207 - Fax (405) 739-1208  
E-mail: ghenson@midwestcityok.org

J. Guy Henson  
*General Manager/  
Administrator*

*Trustees*  
Matthew D. Dukes II  
Susan Eads  
Pat Byrne  
Rick Dawkins  
M. Sean Reed  
Christine Allen  
Jeff Moore

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

### **MEMORANDUM**

TO: Honorable Chairman and Trustees

FROM: Robert Coleman, Director of Economic Development

DATE: February 28, 2017

SUBJECT: 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 15<sup>th</sup> Street.

---

Trustees approved a preliminary development agreement with Sooner Investment, Inc. during the December 22, 2016 Special meeting. This document provided Sooner up to \$375,000 for pre-development activities including testing, engineering, application and legal fees, etc. Sooner is now asking for up to \$115,301 in additional funds for the project as outlined below.

There are still several hurdles to clear before the Sooner Rose Shopping Center expansion can break ground. In the meantime, Warren Theatres would like to continue with limited professional design work amounting totaling \$75,000.

In 1953, a service station opened at the NW corner of SE 15<sup>th</sup> Street and Buena Vista Avenue. It continued operating until the late 1970s when it was replaced by a locksmith shop. The entire building was razed after the May 3, 1999 tornado, but the underground fuel storage tanks and connecting lines remain. It is uncertain if there are two tanks or four. The cost of removing the tanks and remediating the site leading to a Certificate of Closure is estimated at no less than \$27,651 and no more than \$40,301. The Seller is unwilling to pick up these costs as part of the deal.

Please contact my office at (405) 739-1218 with any question.

Respectfully,

Robert Coleman

Attachment: 1<sup>st</sup> Amendment



**FIRST AMENDMENT TO PRELIMINARY DEVELOPMENT AGREEMENT**  
**(Southeast 15th Street and Sooner Road)**

**THIS FIRST AMENDMENT TO PRELIMINARY DEVELOPMENT AGREEMENT**, (this "Amendment") dated as of February \_\_\_, 2017, is made and entered into by and between the Midwest City Memorial Hospital Authority, an Oklahoma public trust (the "Authority"), and Sooner Investment Group, Inc., an Oklahoma corporation (the "Developer").

**WHEREAS**, the Authority was created as a public trust under the provisions of Title 60, Section 176 et seq. of the Oklahoma Statutes (the "Public Trust Act"), with the City of Midwest City, Oklahoma (the "City") as the beneficiary thereof and as such, is the duly constituted authority of the City and an agency of the State for public purposes under provisions of the Public Trust Act; and

**WHEREAS**, the purposes of the Authority are, in part, to promote economic and community development, within and without the territorial limits of the City, and to promote additional employment which will benefit and strengthen the economy of the City and the State of Oklahoma; and

**WHEREAS**, the Authority and Developer entered into that certain Preliminary Development Agreement, dated December 22, 2016 (the "Agreement") for the independent assessment of a proposed retail and commercial development of that certain real property within the City described in the Agreement as the "Project Site" for a mixed-use commercial center, to be known as the "Sooner Rose Project, Phases Two and Three", in and on a part of the Project Site (the "Project"); and

**WHEREAS**, the Developer is investigating the opportunity for a movie theater and related entertainment uses as part of the Project, and Developer has requested development financing assistance from the Authority to defray the costs of certain site, street, utility infrastructure and other improvements relating thereto; and

**WHEREAS**, a portion of the Project Site is or may be impacted by historical underground storage tank operations on the Project Site, as described in the Proposal for Professional Services, dated January 26, 2017 and prepared by SCS Engineers, attached hereto as Exhibit A (the "Environmental Proposal"), and the Developer and Authority desire to undertake the Environmental Proposal activities as part of the due diligence – and prior to acquisition – of the Project Site;

**WHEREAS**, the Developer has the professional ability and expertise to construct and operate a retail, commercial, and entertainment development and that such development will enhance and improve economic growth and development of commerce in the City; and

**WHEREAS**, the Authority has concluded its independent assessment of the plan of development proposed by the Developer and has determined that the redevelopment of the property as proposed by the Developer is feasible; and

**WHEREAS**, the City would greatly benefit from the redevelopment and gentrification of that property and the introduction of the additional retail, commercial, and entertainment interests into the city's stream of commerce.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants and agreements contained herein, the Authority and the Developer hereby agree as follows:

**Section 1.** The forgoing Recitals are true and correct and are hereby incorporated by this reference.

**Section 2.** Unless otherwise specifically defined in this Amendment, capitalized terms used in this Amendment shall have the same meaning as provided in the Agreement.

**Section 3.** Pursuant to this Amendment, the term “Predevelopment Activities” as defined in Section 3 of the Agreement is amended as follows: (a) Predevelopment Activities shall include additional civil engineering and design activities associated with the proposal movie theater and entertainment uses on the Project Site in an additional amount not to exceed Seventy-Five Thousand and No/100 Dollars (\$75,000.00); and (b) Predevelopment Activities shall include the environmental activities associated with removal and regulatory closure of underground storage tanks as more particularly described in the Environmental Proposal in the amount of Twenty-Seven Thousand Six Hundred Fifty and 88/100 Dollars (\$27,650.88); provided, however, the parties acknowledge the Attachment C of the Environmental Proposal provides as a Task 1 Assumption that if one or two additional 6,000-gallon USTs are present on the Project Site, the Task 1 costs shall be increased an additional Six Thousand Three Hundred Twenty-Five (\$6,325.00) per additional UST, for a maximum total cost not to exceed of Forty Thousand Three Hundred and 88/100 Dollars (\$40,300.88).The Predevelopment Contribution shall in no event exceed the amount of funds set forth in Section 1 of the Agreement plus the amount of funds set forth in this Section.

**Section 4.** In the event of any conflict between the Agreement and this Amendment, this Amendment shall control. Except as expressly provided in this Amendment, the Agreement shall remain in full force and effect.

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

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

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

---

Matthew D. Dukes II, Chairman

**ATTEST:**

---

Susan Mullendore, Deputy Secretary

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

**SOONER INVESTMENT GROUP, INC.**,  
an Oklahoma corporation

---

Robert Stearns, President

Approved as to form and legality on the Effective Date.

---

City Attorney

## SCS ENGINEERS

January 26, 2017

### Exhibit A

Sooner Investment Group, LLC  
Mr. Christopher N. Challis  
2301 I-44 Service Road  
Oklahoma City, OK

Subject: **Proposal for Professional Services**  
Sooner Rose  
5923 SE 15<sup>th</sup> Street  
Midwest City, Oklahoma  
OCC Facility # 5507415

Dear Mr. Challis:

SCS Engineers (SCS) is pleased to provide Sooner Investment Group, LLC with this proposal related to the activities associated with removal of the underground storage tank system located at the above referenced property. Our project understanding followed by the anticipated activities is presented below.

### **Project Understanding**

SCS understands that the underground storage tanks (USTs) at the above referenced property are currently in temporary closure and permanently out of use. Sooner Investment would like SCS to provide professional services including:

- Complete the mandatory 14-day minimum Oklahoma Corporation Commission (OCC) pre-closure notification.
- Remove the 8,000 gallon and 10,000 gallon steel single walled USTs that are currently present at the property.
- If present, also remove two 6,000 gallon steel single walled USTs that may also be at the site.
- Provide UST removal oversight and closure sampling.
- Prepare a closure assessment report and submit the closure report within 45 days of tank removal.

These activities will be completed on a time and materials basis based on SCS's current fee schedule included as **Attachment A**. Subcontracted activities (associated with removal and analysis) will be directly billed to SCS for payment and will be invoiced to Sooner Investment subject to our standard terms and conditions.

### **Project Information**

The facility is located within Midwest City, Oklahoma. According to records provided by you, the UST system was installed by APCO in 1975. In November 1992 the Midwest City Fire Department issued a letter to Total Petroleum in Denver, Colorado which advised them to abandon the USTs. Since presumably APCO was the last entity to operate the tanks for retail usage, any indemnity fund eligibility would need to be coordinated through their representative.



Based on the facility summary report the system that was installed in 1975 may have replaced the previous system which was installed in 1953. However, since there is no closure report associated with the early tank system it is unclear whether the 1953 tanks were removed during the upgrades in 1975. According to the OCC facility summary report the tanks were used to store gasoline and gasoline blends.

If any of these assumptions are inaccurate, please inform SCS so that the necessary modifications can be made to this proposal.

### **Scope of Work**

#### **Task 1: Provide removal oversight and closure sampling.**

Prior to UST removal SCS will contact the OCC at least 14 days prior to the planned field activities. At the predetermined date, SCS' subcontracted UST remover will mobilize the equipment necessary to excavate the UST system.

SCS will provide photographic documentation of the UST system removal activities and verification of field screening results following tank purging or inerting. Following tank removal, excavation boundaries will be field screened to evaluate the presence of petroleum impacted materials. Per OCC protocol (OAC 165:25) samples will be required at the fill port end of each tank (4 ea. total), the downgradient wall (1 ea. Total) and at 20-foot intervals along the product piping (assume 4 ea. total), and beneath the dispenser islands on the supply side (2 ea. total). A single composite backfill sample will also be collected prior to returning the backfill to the open excavation. If groundwater is encountered within the UST excavation a single groundwater grab sample will also be collected.

In either scenario, one (1) trip blank will be required to ensure sample integrity during handling and shipment. No duplicate samples are proposed.

An OCC licensed UST remover will be onsite during the entire removal process and sampling will be completed under the direction of an OCC Licensed Remediation Consultant.

#### **Task 2: Prepare an OCC closure assessment report.**

Following receipt of analytical results, SCS will prepare an OCC closure assessment report and submit it within 45 days of closure as required by OAC 165:28. If contamination is confirmed based on laboratory results, an OCC risk assessment will be required following completion of the proposed scope of work.

### **Project Schedule and Fee**

Upon receipt of the notice to proceed and acceptance of SCS's standard terms and conditions included as **Attachment B**, SCS will initiate the proposed scope of work.

SCS will complete the proposed scope of work on a time and materials basis for an estimated fee of **\$27,650.00**. Itemized by task as follows:

|   |             |
|---|-------------|
| Subcontract UST removal and backfill (up to 180 tons) | \$21,275.00 |
| Subcontract laboratory analysis                       | \$1,851.00  |
| Provide removal oversight and closure sampling.       | \$2,556.00  |

Prepare OCC closure assessment report.

\$1,968.00

Our detailed cost estimate, including our costing assumptions for tasks, is included as **Attachment C** for reference purposes only. Actual onsite staff billing rates may differ slightly and will be dictated by the current fee schedule included as **Attachment A**.

In the event that extenuating circumstances such as impacted backfill materials are encountered or any of the proposed activities appears to approach the proposed budget limit, SCS will contact you prior to exceeding the budget estimate for preauthorization.

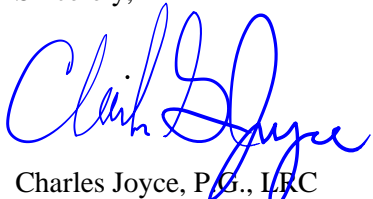
SCS is prepared to start work within 5 working days of receipt of your notice to proceed and receipt of the signed notice to proceed. We expect that the project duration, accounting for the regulatory required notifications, will be approximately 90 days from Task Order issuance.

### Summary

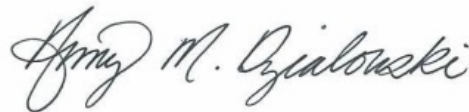
Thank you again for the opportunity to provide this written proposal. Feel free to contact Mr. Charles (Chuck) Joyce if you have any questions or concerns regarding this project or would like to discuss the proposed scope in more detail. He can be reached via phone at (402) 884-6202 or via email at [cjoyce@scsengineers.com](mailto:cjoyce@scsengineers.com).

We look forward to the opportunity to assist you with this important project and thank you for your time and consideration.

Sincerely,



Charles Joyce, P.G., I.R.C.  
Senior Project Geologist  
**SCS ENGINEERS**



Amy M. Dzialowski  
Senior Project Manager  
**SCS ENGINEERS**

CGJ/AMD

Enclosures:   A. Current Fee Schedule  
                  B. Standard Terms and Conditions with Notice to Proceed  
                  C. Detailed Cost Estimate

**ATTACHMENT A**

**2016 Standard Fee Schedule**

**2016 STANDARD FEE SCHEDULE**

| <b>Labor Category</b>             | <b>Rate</b> |
|-----------------------------------|-------------|
| Senior Project Advisor .....      | \$200       |
| Senior Project Director .....     | \$185       |
| Project Director .....            | \$170       |
| Project Advisor .....             | \$160       |
| Senior Project Manager.....       | \$150       |
| Project Manager .....             | \$135       |
| Senior Project Professional ..... | \$125       |
| Project Professional .....        | \$110       |
| Staff Professional .....          | \$95        |
| Associate Professional .....      | \$85        |
| Designer .....                    | \$75        |
| CADD/Graphics.....                | \$65        |
| Senior Technician .....           | \$75        |
| Technician.....                   | \$60        |
| Project Administrator.....        | \$75        |
| Administrative Assistant.....     | \$55        |

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

**General Terms:**

1. Rates for Principals, expert services (expert reports and testimony), and special limited consultations, may be negotiated on a project-specific basis.
2. Schedule rates are effective through December 31, 2016. Work performed thereafter is subject to a new Fee Schedule.
3. Schedule labor rates include overhead and profit on labor. Costs for sub-consultants, sub-contractors, job-related employee travel and subsistence, equipment, supplies, and other direct costs are billed at cost plus a 15 percent administration fee.
4. A communication fee of 1 percent of project labor will be charged for telephone, copying, postage, IT, and similar project production costs.
5. Invoices will be prepared monthly or more frequently for work in progress unless otherwise agreed. Invoices are due and payable upon receipt. Invoices not paid within 30 days are subject to a service charge of 1.5 percent per month on the unpaid balance.
6. Payment of SCS invoices for services performed will not be contingent upon the client’s receipt of payment from other parties, unless otherwise agreed in writing. Client agrees to pay legal costs, including attorney’s fees, incurred by SCS in collecting any amounts past due and owing on client’s account.

**Printing Services**

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





**Support Vehicles**

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

**Per Diem and Travel**

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

**Field Equipment and Supplies**

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

Note: The rates shown above are effective through December 31, 2016 and are subject to revision thereafter.

**ATTACHMENT B**

**SCS Terms and Conditions**

## SCS ENGINEERS

### TERMS AND CONDITIONS FOR PROFESSIONAL CONSULTING SERVICES

- 1. SCOPE OF SERVICES:** SCS Engineers will perform the services set forth in the Scope of Service Proposal for this project, of which these terms and conditions are a part. Initiation of services by SCS Engineers will automatically incorporate these terms and conditions into this project. All amendments to the Scope of Service Proposal shall be made in writing, and signed by SCS Engineers and Client.
- 2. PAYMENTS:** SCS Engineers will submit invoices to Client monthly and a final bill upon completion of services. Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by SCS Engineers relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by SCS Engineers.
- 3. OWNERSHIP OF DOCUMENTS:** All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, estimates, and all electronic media prepared by SCS Engineers are considered its work product and to be instruments of service. SCS Engineers shall retain all common law, statutory and other reserved rights, including the copyrights on said work product and instruments of service. However, all work product and instruments of service specific to an executed Scope of Services Proposal shall be supplied to Client for use, but not ownership. SCS Engineers shall not be responsible for any conclusions, interpretations, or recommendations generated or made by others, which are based, in whole or in part, on SCS Engineers generated work product or instruments of service. Any reuse of work product or instruments of service by Client without a specific agreement with SCS Engineers in each case shall be at Client's risk. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a reliance fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client
- 4. INSURANCE:** SCS Engineers will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages at all times. An insurance certificate will be provided upon request.
- 5. INDEMNITY:** To the fullest extent permitted by law, SCS Engineers hereby indemnifies and agrees to hold harmless Client, including Client's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is caused by SCS Engineers, or its employees by the negligent performance of professional services, limited, however, as provided elsewhere in this Agreement.

To the fullest extent permitted by law, Client hereby indemnifies, releases, and agrees to hold harmless SCS Engineers including SCS Engineers's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is: (a) caused by any cause other than the negligent errors or omissions of SCS Engineers, or (b) is based on a claim that SCS Engineers is a generator, disposer, or arranger of hazardous materials or substances at Clients site.

The terms of this Article shall survive the expiration or termination of this Agreement.

- 6. STANDARD OF CARE:** SCS Engineers agrees to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession currently practicing under similar circumstances, in the same locale, at the time the services are performed and with the information available to SCS Engineers.
- 7. LIMITATION OF LIABILITY:** Client agrees that, to the fullest extent permitted by law, SCS Engineers's total aggregate liability per Scope of Services Proposal to Client for injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause(s), shall not exceed the fee in the Scope of Services Proposal which included the services under which the claim arose, or \$25,000, whichever is greater, and Client releases SCS Engineers from any liability above such amount. This release applies to any loss and all damages, injuries, claims, and expenses (including attorney's fees and expert witness fees and expenses), regardless of the cause, whether, but not limited to, strict liability, statutory liability, the negligence, errors or omissions of SCS Engineers, breach of contract, breach of warranty, negligent misrepresentation, or other contract or tort claims, and whether, but not limited to, special, indirect, or consequential or punitive damages. SCS Engineers shall not be responsible for damages or costs resulting from hidden conditions or latent defects in design, materials, or construction of existing facilities. Unless expressly provided and denominated as such on a Scope of Services Proposal, there shall be no liquidated damages.
- 8. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** SCS Engineers and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.
- 9. SAFETY:** SCS Engineers is not responsible and shall not be liable for injuries or damages incurred by third parties who are not employees of SCS Engineers. It is agreed that SCS Engineers is not responsible for job or site safety on this project, unless specifically agreed to in writing. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.
- 10. THIRD PARTY RELIANCE:** All documents produced by SCS Engineers are for client's use only. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.
- 11. UTILITIES AND SUBTERRANEAN STRUCTURES:** SCS Engineers will take reasonable precautions to avoid causing damage to utilities and subterranean structures. SCS Engineers is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to SCS Engineers's attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.
- 12. CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, SCS Engineers will notify Client and the parties will renegotiate the previously agreed upon Scope of Services Proposal. SCS Engineers and Client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to within sixty (60) days, SCS Engineers will have the right to terminate this Scope of Service Proposal without penalty.

**13. DISPUTE RESOLUTION:** In the event of any dispute between the parties arising out of or in connection with this Agreement or the services or work contemplated herein, the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice that it elects to proceed with non-binding mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association then in effect. In the event that mediation is not invoked by the parties within fifty-five (55) days or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a statute of limitations may expire.

Each party shall be responsible for its own costs and expenses, including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

**14. TESTING AND OBSERVATION SERVICES:** If SCS Engineers is hired by Client to provide a site representative for the purpose of testing or observing specific portions of the work, this work will not include supervision or direction of the actual work of any contractors, their employees or agents. SCS Engineers will observe only the portion of the work we have been hired for and perform tests, the results being delivered to Client or others if directed by Client. Client understands that even with very careful field testing and observation, field testing and observation is conducted to reduce, not eliminate, the risk of problems arising, and that providing these services does not create a warranty or guarantee of any type by SCS Engineers.

**15. SOIL BORING AND TEST LOCATIONS:** The accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. SCS Engineers can provide a professional surveyor if greater accuracy is required or desired. SCS Engineers reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.

**16. ON SITE SERVICES:** Project site visits by SCS Engineers, or the furnishing of employees to work on the project, will not make SCS Engineers responsible for construction means, methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.

**17. TERMINATION:** Either party may terminate this Agreement or an executed Scope of Services Proposal, or both, with or without cause, by providing seven (7) days written notice. SCS Engineers shall be paid for all services performed and all expenses incurred prior to the effective date of the Notice of Termination, and for all additional services or expenses authorized by Client thereafter. Following termination, Client shall not utilize any consultant or subcontractor of SCS Engineers for any services related to Client's project without the prior written consent of SCS Engineers.

**18. CONFIDENTIALITY:** SCS Engineers will keep confidential all documents, reports and information generated for Client on this project and will not release or disclose said information without Client's consent, except to the extent required by court order, subpoena, governmental directive, or by law.

**19. SEVERABILITY:** If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

**20. GENERAL RESPONSIBILITIES OF CLIENT:** Client will, within a reasonable period of time, so as not to delay the services of SCS Engineers: place at SCS Engineers's disposal all available information pertinent to the project; SCS Engineers may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to SCS Engineers whenever Client observes or otherwise becomes aware of any defect in SCS Engineers's services; and Client will arrange for access to public and private property as required for SCS Engineers to provide its services.

**21. GOVERNING LAW:** Unless otherwise provided, the substantive law of the state of Oklahoma will govern the validity of this Agreement, its interpretation and performance and remedies for contract breach or any other claims related to this Agreement.

**COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT**

During the performance of this Agreement, Client acknowledges the applicability of the Federal Immigration Reform Control Act of 1986 ("IRCA"). Client agrees to comply with the law in performing under this Agreement.

**22. ENTIRE AGREEMENT—PRECEDENCE:** These Terms and Conditions and SCS Engineers Scope of Service Proposal contain the entire agreement between SCS Engineers and Client. All previous or contemporaneous agreements, representations, promises and conditions relating to SCS Engineers services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to SCS Engineers a purchase order, no preprinted terms thereon will become part of the agreement of the parties; any purchase order document, whether or not signed by SCS Engineers, shall be considered a document for Client's internal management of its operations.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed by their duly Authorized Representatives, as follows:

**SCS Engineers**

**Sooner Investments, LLC**

By   
Signature

By \_\_\_\_\_  
Signature

Amy M. Dzialowski  
Typed Name

\_\_\_\_\_  
Typed Name

Senior Project Manager  
Title

\_\_\_\_\_  
Title

1-27-17  
Date of Signature

\_\_\_\_\_  
Date of Signature

## **ATTACHMENT C**

### **Costing Assumptions (for reference only)**

**Sooner Rose**  
**5923 SE 15th Street**  
**Midwest City, Oklahoma 73110**  
**Collett Real Estate**

January 27, 2017

**Task 1: UST Removal**

| RATE | x | QUANTITY | UNIT | = | COST |
|------|---|----------|------|---|------|
|------|---|----------|------|---|------|

**Personnel**

|                                  |    |        |   |    |       |   |    |          |
|----------------------------------|----|--------|---|----|-------|---|----|----------|
| <u>Administrative III</u>        | \$ | 75.00  | x | 4  | hours | = | \$ | 300.00   |
| <u>Professional III</u>          | \$ | 95.00  | x | 12 | hours | = | \$ | 1,140.00 |
| <u>Project Manager III</u>       | \$ | 135.00 | x | 4  | hours | = | \$ | 540.00   |
| <u>Senior Project Manager II</u> | \$ | 150.00 | x | 1  | hours | = | \$ | 150.00   |

**Personnel Subtotal: \$ 2,130.00**

**Expenses**

|  |    |        |   |     |          |   |    |        |
|--|----|--------|---|-----|----------|---|----|--------|
| <u>Expendable Field Supplies</u>       | \$ | 14.38  | x | 1   | lump sum | = | \$ | 14.38  |
| <u>Digital Camera</u>                  | \$ | 10.00  | x | 2   | per day  | = | \$ | 20.00  |
| <u>Support Truck - Daily Rate</u>      | \$ | 40.00  | x | 2   | per day  | = | \$ | 80.00  |
| <u>Support Truck - Mileage</u>         | \$ | 0.60   | x | 100 | miles    | = | \$ | 60.00  |
| <u>Miscellaneous Tools</u>             | \$ | 15.00  | x | 2   | per day  | = | \$ | 30.00  |
| <u>PID</u>                             | \$ | 100.00 | x | 2   | per day  | = | \$ | 200.00 |
| <u>1% Telecommunication/Office Fee</u> | \$ | 22.00  | x | 1   | lump sum | = | \$ | 22.00  |

**Expenses Subtotal: \$ 426.38**

**Subcontractor**

**Method**

|                                |             |   |    |          |   |    |           |
|--------------------------------|-------------|---|----|----------|---|----|-----------|
| <u>BTEX/TPH</u>                | \$132.25    | x | 14 | each     | = | \$ | 1,851.50  |
| <u>Subcontract UST removal</u> | \$21,256.60 | x | 1  | lump sum | = | \$ | 21,256.60 |
| <u>Clean Backfill</u>          | \$18.40     | x | 1  | ton      | = | \$ | 18.40     |

**Subcontractor Subtotal: \$ 23,126.50**

**Task 1 Total: \$ 25,682.88**

**Task 1 Assumptions**

Some costs may be reimbursable. 100% reimbursement is NOT expected.

6k gallon tanks, if present, will be an additional \$6,325.00 additional each.

Analytical rates are based on standard Oklahoma Reimbursement guidelines.

Removal will occur on two consecutive days.

Continuous oversight will not be required.

Estimate includes up to 180 tons of clean backfill delivered and placed. No compaction testing is included.

Price does not include excavation or disposal of contaminated backfill

Tanks will be empty (less than one inch of liquid within the tank) prior to tank removal, costs associated with removing free liquid are not included.



**Sooner Rose**  
**5923 SE 15th Street**  
**Midwest City, Oklahoma 73110**  
**Collett Real Estate**

January 27, 2017

**Task 2: UST Closure Report**

| RATE | x | QUANTITY | UNIT | = | COST |
|------|---|----------|------|---|------|
|------|---|----------|------|---|------|

**Personnel**

|                                  |           |   |     |       |   |             |
|----------------------------------|-----------|---|-----|-------|---|-------------|
| <i>Administrative III</i>        | \$ 75.00  | x | 2   | hours | = | \$ 150.00   |
| <i>Drafter II</i>                | \$ 75.00  | x | 4   | hours | = | \$ 300.00   |
| <i>Professional III</i>          | \$ 95.00  | x | 2   | hours | = | \$ 190.00   |
| <i>Project Manager III</i>       | \$ 135.00 | x | 8   | hours | = | \$ 1,080.00 |
| <i>Senior Project Manager II</i> | \$ 150.00 | x | 0.5 | hours | = | \$ 75.00    |

**Personnel Subtotal: \$ 1,795.00**

**Expenses**

|  |          |   |   |          |   |          |
|--|----------|---|---|----------|---|----------|
| <i>CADD Equipment</i>                  | \$ 20.00 | x | 4 | per hour | = | \$ 80.00 |
| <i>Report Copies</i>                   | \$ 25.00 | x | 3 | each     | = | \$ 75.00 |
| <i>1% Telecommunication/Office Fee</i> | \$ 18.00 | x | 1 | lump sum | = | \$ 18.00 |

**Expenses Subtotal: \$ 173.00**

**Task 2 Total: \$ 1,968.00**

**Task 2 Assumptions**

*Pricing does not include risk assessment if contamination is identified.*  
*Price does not include indemnity fund application preparation.*  
*SCS will complete mandatory 14-day regulatory notification prior to removal activities.*

**Sooner Rose Total: \$ 27,650.88**



## Midwest City Memorial Hospital Authority

100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
(405) 739-1204 FAX (405) 739-1208

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  
Midwest City Memorial Hospital Authority

FROM: Guy Henson, General Manager/Administrator

DATE: February 28, 2017

SUBJECT: 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.

The Trust Board of Grantors (the Board) met on January 26, 2017 to consider funding for the grant applications submitted for the 2016-17 Midwest City Memorial Hospital Authority (the Authority) grant year with a funding allocation total of \$450,000.00. The Authority received 19 eligible grant applications totaling \$2,619,076.39 in requests. The Board is recommending that thirteen grants totaling \$450,000.00 be funded in 2016-17. Last year, the Authority funded eleven grants for a total of \$425,000.00.

Attached you will find a spreadsheet of the nineteen eligible 2016-17 grant applicants. The attachment includes the first page of each grant application, the Board's ranking scores, and the summary of the thirteen recommended grants. Copies of the full grant applications are available in the City Manager's office. I've also included the memo from the Fire Department to the Board of Grantors asking for re-use of awarded grant funds.

J. Guy Henson, AICP  
General Manager/Administrator



***Midwest City Memorial Hospital Authority***

100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
(405) 739-1204 FAX (405) 739-1208

J. Guy Henson  
*General Manager/  
Administrator*

*Trustees*

Matt Dukes  
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Christine Allen  
Jeff Moore

*Board of Grantors*

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

# Fiscal Year 2016-17 Grant Applications Submitted

| Applicant Name   | Grant Title                           | Project summary/Purpose/Purchase  | Desired Amount        | Contact             | Phone          | Address                              |
|--|---------------------------------------|---|-----------------------|---------------------|----------------|--------------------------------------|
| Mid-Del Public Schools                                     | John Deere Gator/Storage Shed         | Utility vehicle for MWC High School and storage shed to be used for multiple uses.                | \$24,000.00           | Ryan Baker          | 739-1741 x5168 | 213 Elm Dr., MWC, OK 73110           |
| The Eden Clinic, Inc                                       | Pregnancy and Wellness                | Provide free medical and educational services to teens and young people.                          | \$10,000.00           | Linda Cozadd        | 579-4673       | 1315A Gateway Plaza, MWC, OK 73110   |
| RSVP of Central OK, Inc.                                   | RSVP of Central OK, Inc.              | Educational tools: Banner, brochures and newsletters for non-driving elderly.                     | \$5,900.00            | Beth Patterson      | 605-3110       | 7401 NE 23rd St., OKC, OK 73140      |
| MWC Park and Rec   | Blue Lights for Lions Park            | Purchase of 3 emergency blue phones.  | \$19,200.00           | Vaughn Sullivan     | 739-1060       | 8730 SE 15th St., MWC, OK 73110      |
| Team Tinker Home Away from Home                            | Team Tinker Home Away from Home       | Team Tinker Home Away from Home expenses.   | \$47,094.76           | Pam Kloiber         | 503-5041       | PO Box 45522, Tinker AFB, OK 73145   |
| MWC Park and Rec   | Shuttle Golf Cars                     | Six Passenger Shuttle Style Golf Cars for special events etc.                                     | \$20,000.00           | Vaughn Sullivan     | 739-1060       | 8730 SE 15th St., MWC, OK 73110      |
| MWC Park and Rec   | Mid-America Park Master Plan Proposal | Create a Master Plan for existing park and the newly acquired 30-acre parcel for a 49-acre park.  | \$16,000.00           | Vaughn Sullivan     | 739-1060       | 8730 SE 15th St., MWC, OK 73110      |
| MWC Kiwanis Club   | Light the Park                        | Install 3 Blue Light call boxes at Kiwanis Park.  | \$15,000.00           | Johnny Thompson     | 739-1661 1201x | 1609 Felix Place, MWC, OK 73110      |
| MWC Community Development                                  | Changeable Message Sign (trailer)     | To purchase a changeable message sign (trailer).  | \$18,500.00           | Billy Harless       | 739-1228       | 100 N. Midwest Blvd., MWC, OK 73110  |
| Carl Albert HS Band Booster, Inc.                          | CAHS Band Enhancement                 | Purchase a trailer and instruments.   | \$44,189.00           | Richard Stephens    | 732-2323       | 9404 Orchard Blvd., MWC, OK 73130    |
| MWC High School Museum, Inc./Vietnam Memorial Project Com. | MWC HS Vietnam Memorial               | Build a Vietnam Memorial to honor former students.  | \$179,860.88          | Bob Osmond          | 642-0277       | 2101 Pearson Dr., MWC, OK 73110      |
| Friends of the Oklahoma History Center                     | MWC Historic C-47 Exhibit             | To preserve and restore historic WWII C-47 manufactured at the Douglas Plant in 1944 for exhibit. | \$75,000.00           | Dan Provo           | 522-5380       | 800 Nazih Zuhdi Dr., OKC, OK 73105   |
| Rose State College   | OK Business Conference                | To provide scholarships to MWC small businesses and 2 MWC celebrities stipends.                   | \$9,450.00            | Stan Greil          | 733-7488       | 6420 S.E. 15th St., MWC, OK 73110    |
| Divine Wisdom Worship Center                               | Van Purchase                          | Purchase 2 vans for after school program.   | \$50,000.00           | Theodis Manning Sr. | 625-4305       | 8320 N.E. 10th, MWC OK 73110         |
| MWC Chamber of Commerce                                    | MWC/Tinker 75th Anniversaries         | Purchase/Payment for Gala, 75th Anniversary Documentary, Sculpture, Concert, Commemorative coins. | \$219,250.00          | Bonnie Cheatwood    | 733-3801       | 5905 Prosper Blvd., MWC, OK 73110    |
| MWC Fire Dept.   | Equipment upgrades                    | Purchase various items for enhanced job performance.  | \$32,200.00           | David Richardson    | 739-1342       | 8201 E. Reno, MWC, OK 73110          |
| Rose State College Foundation, Inc.                        | MWC Heritage Day with RSC Foundation  | To purchase displays and provide demos to preserve the history of MWC and Tinker                  | \$15,000.00           | Cindy Mikeman       | 736-0315       | 6420 S.E. 15th St., MWC, OK 73110    |
| Hope for Hope Foundation                                   | Van Purchase/Equipment                | To purchase a van and various equipment/uniforms.   | \$68,431.75           | Beverly Coate       | 371-1115       | 1608 McGregor Dr., MWC, OK 73130     |
| Crutcho Community Foundation                               | Crutcho Land Purchase/Track           | To purchase land for a new school and build a running track.                                      | \$1,750,000.00        | Antonia Jennings    | 606-5949       | 2401 N. Air Depot, OKC, OK 73141     |
|  |                                       | <b>Total Grant Application Requests:</b>  | <b>\$2,619,076.39</b> |                     |                |                                      |
| Disqualified Applications                                  | Reason                                |   |                       |                     |                |                                      |
| Carl Albert Homerun Club                                   | Incomplete application.               | Building an awning over bleachers and new fence.  | \$200,000.00          | Dusty Alexander     | 669-8361       | 4729 Newport Dr., Del City, OK 73115 |
| Literacy Link, Inc.  | Requested this previously.            | Upgrade computer software - Rosetta Stone/Eng. Curriculum and reading materials.                  | \$1,000.00            | John Amicon         | 732-2737       | 8143 East Reno, MWC, OK 73110        |
|  |                                       |   |                       |                     |                |                                      |
|  |                                       |   |                       |                     |                |                                      |

#1

FY 2016-17 MCMHA Grant Application

Applicant

Legal Name of Organization: Mid-Del Public Schools

(Should be the same as your IRS determination letter and as supplied on IRS form 990)

Contact Person: Ryan Baker

Street Address: 213 Elm Drive City: Midwest City State: OK Zip: 73110

Mailing Address (If different) \_\_\_\_\_

Telephone 405-739-1741 x 5168 E-mail fbaker@mid-del.net

Website: www.mid-del.net Other social media: \_\_\_\_\_

Applicant Status - check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

- Corporation
- Proprietorship
- Partnership
- Non-Profit
- Individual
- Government
- Limited Liability Co.
- Government/City Department

Application Category (Choose only one area that your project might affect the most):

- Economic Development
- Education
- Community
- Housing
- Safety
- Health
- Youth and Family
- Midwest City Revitalization
- Transportation
- Other (please explain) \_\_\_\_\_

Grant Information

1. What is the grant project? John Deere Gator and Storage Shed
2. Why do you need funds? State budget cuts on education have limited our resources to the point we cannot afford upgrades or new purchases.
3. How much are you requesting? \$ 24,000.00
4. What is the estimated total project cost? \$ 23824.12
5. Are you willing to accept less than the requested amount?  Yes or  No

If "No," please explain \_\_\_\_\_

FY 2016-17 MCMHA Grant Application

Applicant

Legal Name of Organization: The Eden Clinic Inc.

(Should be the same as your IRS determination letter and as supplied on IRS form 990)

Contact Person: Linda Cozadd

Street Address: 1315A Gateway Pkwy City: MWC State: OK Zip: 73110

Mailing Address (if different) P.O. Box 669 Norman OK 73070

Telephone 405-579-4673 E-mail linda@edenclinic.tv

Website: Edenclinic.tv Other social media: Facebook.com/Edenclinic

Applicant Status - check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

- Corporation     Proprietorship     Partnership     Non-Profit     Individual
- Government     Limited Liability Co.     Government/City Department

Application Category (Choose only one area that your project might affect the most):

- Economic Development     Education     Community     Housing
- Safety     Health     Youth and Family     Midwest City Revitalization
- Transportation     Other (please explain) \_\_\_\_\_

Grant Information

1. What is the grant project? Pregnancy & Pregnancy Wellness
  2. Why do you need funds? We are nonprofit and all our SERVICES ARE FREE OF CHARGE
  3. How much are you requesting? \$10,000
  4. What is the estimated total project cost? \$ 32,710
  5. Are you willing to accept less than the requested amount?  Yes or  No
- If "No," please explain \_\_\_\_\_

#3

## FY 2016-17 MCMHA Grant Application

### Applicant

**Legal Name of Organization:** RSVP of Central Oklahoma, Inc.

**Contact Person:** Beth Patterson

**Street Address:** 7401 NE 23 Street, Oklahoma City, OK 73140

**Mailing Address (if different):** N/A

**Telephone:** 405-605-3110 **E-mail:** beth.patterson@rsvpokc.org

**Website:** www.rsvpokc.org **Other social media:** www.facebook.com/rsvpokc

**Applicant Status** - check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Individual                 |
| <input type="checkbox"/> Proprietorship         | <input type="checkbox"/> Government                 |
| <input type="checkbox"/> Partnership            | <input type="checkbox"/> Limited Liability Co.      |
| <input checked="" type="checkbox"/> Non-Profit  | <input type="checkbox"/> Government/City Department |

**Application Category** (Choose only one area that your project might affect the most):

- |   |  |
|---|--|
| <input type="checkbox"/> Economic Development | <input type="checkbox"/> Health                      |
| <input type="checkbox"/> Education            | <input type="checkbox"/> Youth and Family            |
| <input type="checkbox"/> Community            | <input type="checkbox"/> Midwest City Revitalization |
| <input type="checkbox"/> Housing              | <input checked="" type="checkbox"/> Transportation   |
| <input type="checkbox"/> Safety               |  |

### Grant Information

- What is the grant project? RSVP Provide-A-Ride Medical Transportation for low-income elderly persons who are no longer able to drive.
- Why do you need the funds? The funds will be used to purchase educational tools to inform low-income elderly persons about our free one-on-one, arm-through-arm medical transportation services available to them through RSVP Provide-A-Ride. Educational tools needed: retractable banner, program brochures and quarterly newsletters.
- How much are you requesting? \$ 5,900.
- What is the estimated total project cost? \$7,400.
- Are you willing to accept less than the requested amount?
  - Yes
  - No

#4

FY 2016-17 MCMHA Grant Application

**Applicant:**

**Legal Name of Organization:** City of Midwest City Parks and Recreation Department

**Contact Person:** Vaughn Sullivan

**Street Address:** 8730 SE 15<sup>th</sup> Street, Midwest City, OK 73110

**Mailing Address (if different):** N/A

**Telephone:** 405-739-1060 **E-mail:** vsullivan@midwestcityok.org

**Website:** www.oklahomalions.org

**Other social media:** www.facebook.com/midwestcitylionsclubs

**Applicant Status** - check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

- Corporation
- Proprietorship
- Partnership
- Non-Profit
- Individual
- Government
- Limited Liability Co.
- Government/City Department

**Application Category** (Choose only one area that your project might affect the most):

- Economic Development
- Education
- Community
- Housing
- Safety
- Health
- Youth and Family
- Midwest City Revitalization
- Transportation

**Grant Information**

1. What is the grant project? 2016 Emergency Blue Phone Project for Lions Park, located at 2211 S. Midwest Blvd., Midwest City, Oklahoma.
2. Why do you need the funds? The funds will be used to purchase three Emergency Blue Phones (solar operated two-way voice communication, door-less callbox with locator/strobe) to be strategically located throughout the Lions Park to ensure the safety of the Midwest City families who utilize the park. This project will be a collaboration between the City of Midwest City Parks and Recreation Department and the Midwest City Lions Club. The City of Midwest City Parks and Recreation team will install the phones at no cost (in-kind contribution) and the Midwest City Lions Club will provide physical labor (as



FY 2016-17 MCMHA Grant Application

Applicant

Legal Name of Organization: Team Tinker Home Away from Home  
(Should be the same as your IRS determination letter and as supplied on IRS form 990)

Contact Person: Pam Kloiber, Executive Director

Street Address: PO Box 45522 City: Tinker AFB State: OK Zip: 73145

Mailing Address (If different) \_\_\_\_\_

Telephone 405-503-5041 E-mail pamkloiber@aol.com

Website: teamtinkerhomeawayfromhome.org Other social media: Facebook:Tinker Home Away from Home

Applicant Status - check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

- Corporation     Proprietorship     Partnership     Non-Profit     Individual
- Government     Limited Liability Co.     Government/City Department

Application Category (Choose only one area that your project might affect the most):

- Economic Development     Education     Community     Housing
- Safety     Health     Youth and Family     Midwest City Revitalization
- Transportation     Other (please explain) \_\_\_\_\_

Grant Information

1. What is the grant project? Team Tinker Home Away From Home
2. Why do you need funds? Mentor Airmen and Sailors through monthly activities to support the Air Force's and Navy's resiliency plan.
3. How much are you requesting? \$ 47,094.76
4. What is the estimated total project cost? \$ 47,094.76
5. Are you willing to accept less than the requested amount?  Yes or  No  
If "No," please explain \_\_\_\_\_

## 2016-17 MCMHA Grant Application

**Applicant Legal Name of Organization:** City of Midwest City Parks and Recreation Department.

(Should be the same as your IRS determination letter and as supplied on IRS form 990)

**Contact Person:** Vaughn K. Sullivan

**Street Address:** 8730 S.E. 15 St. **City:** Midwest City **State:** OK **Zip:** 73110

**Mailing Address (if different)** \_\_\_\_\_

**Telephone** (405) 739-1061 **E-mail** vsullivan@midwestcityok.org

**Website:** midwestcityok.org **Other social media:** \_\_\_\_\_

**Applicant Status** - check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

- Corporation    Proprietorship    Partnership    Non-Profit    Individual  
 Government    Limited Liability Co.    Government/City Department

**Application Category** (Choose only one area that your project might affect the most):

- Economic Development    Education    Community    Housing  
 Safety    Health    Youth and Family    Midwest City Revitalization  
 Transportation

### Grant Information

1. Project title: 2017 (2) Six Passenger Shuttle Style Golf Cars
2. Project summary: The golf cars would be used during special events and festivals to transport staff, volunteers, patrons and/or public safety personnel to and from parking lots and various event venues and assignment with the parks or golf courses. In addition, the cars would be street legal and could be used in the hospitality district to transport conference and convention guest to and from satellite hotels. Owning would allow us to forgo the current rental cost of approximately \$2000.00 annually.
3. For what purpose will the grant funds be used? Purchase Two Shuttle Style Golf Cars
4. Amount of grant funds requested: \$20,000.00
5. If funding is unavailable for the full amount of the grant request, would the applicant be willing to accept less than the requested amount?    Yes   or    No

FY 2016-17 MCMHA Grant Application

Applicant

Legal Name of Organization: City of Midwest City, Parks and Recreation Department
(Should be the same as your IRS determination letter and as supplied on IRS form 990)

Contact Person: Vaughn Sullivan

Street Address: 8730 SE 15th Street City: Midwest City State: OK Zip: 73110

Mailing Address (If different)

Telephone 405-739-1061 E-mail vsullivan@midwestcityok.org

Website: midwestcityok.org Other social media:

Applicant Status - check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

- Corporation, Proprietorship, Partnership, Non-Profit, Individual, Government, Limited Liability Co., Government/City Department

Application Category (Choose only one area that your project might affect the most):

- Economic Development, Education, Community, Housing, Safety, Health, Youth and Family, Midwest City Revitalization, Transportation, Other (please explain)

Grant Information

- 1. What is the grant project? Mid-America Park Master Plan Proposal
2. Why do you need funds? To create a master plan for the existing 16+ acre Mid-America Park, along with tying it together to Salisbury Park (3 acres) to the south with the newly acquired 30-acre parcel creating a 49-acre park.
3. How much are you requesting? \$16,000.00
4. What is the estimated total project cost? \$16,000.00
5. Are you willing to accept less than the requested amount? Yes or No
If "No," please explain

#9

FY 2016-17 MCMHA Grant Application

Applicant

Legal Name of Organization: MWC Kiwanis Club  
(Should be the same as your IRS determination letter and as supplied on IRS form 990)

Contact Person: Johnny Thompson

Street Address: 1609 Felix Pl City: MWC State: OK Zip: 73110

Mailing Address (If different) \_\_\_\_\_

Telephone 739-11661 ext 7201 E-mail johnnyt@mid-del.net

Website: \_\_\_\_\_ Other social media: \_\_\_\_\_

Applicant Status - check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

- Corporation
- Proprietorship
- Partnership
- Non-Profit
- Individual
- Government
- Limited Liability Co.
- Government/City Department

Application Category (Choose only one area that your project might affect the most):

- Economic Development
- Education
- Community
- Housing
- Safety
- Health
- Youth and Family
- Midwest City Revitalization
- Transportation
- Other (please explain) \_\_\_\_\_

Grant Information

1. What is the grant project? Light the Park
  2. Why do you need funds? Install 3 Blue Light call boxes at Kiwanis Park
  3. How much are you requesting? \$ 15,000
  4. What is the estimated total project cost? \$ 15,000
  5. Are you willing to accept less than the requested amount?  Yes or  No
- If "No," please explain \_\_\_\_\_

#10

FY 2016-17 MCMHA Grant Application

Applicant

Legal Name of Organization: City of Midwest City, Community Development Dept. (Should be the same as your IRS determination letter and as supplied on IRS form 990)

Contact Person: Billy Harless, Community Development Director

Street Address: 100 N. Midwest Blvd. City: Midwest City State: OK Zip: 73110

Mailing Address (If different)

Telephone 405-739-1228 E-mail bharless@midwestcityok.org

Website: midwestcityok.org Other social media:

Applicant Status - check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

- Corporation, Proprietorship, Partnership, Non-Profit, Individual, Government, Limited Liability Co., Government/City Department

Application Category (Choose only one area that your project might affect the most):

- Economic Development, Education, Community, Housing, Safety, Health, Youth and Family, Midwest City Revitalization, Transportation, Other (please explain)

Grant Information

- 1. What is the grant project? To purchase a changeable message sign (trailer)
2. Why do you need funds? To purchase a changeable message sign (trailer)
3. How much are you requesting? \$ 18,500.00
4. What is the estimated total project cost? \$ 18,500.00
5. Are you willing to accept less than the requested amount? Yes or No
If "No," please explain

#11

FY 2016-17 MCMHA Grant Application

Applicant

Legal Name of Organization: CAHS Band Booster, Inc.

(Should be the same as your IRS determination letter and as supplied on IRS form 990)

Contact Persons: Richard B. Stephens, Jr. and Steven C. Thomas, Sr. (Co-Presidents)

Street Address: 9404 Orchard Blvd City: Midwest City State: Oklahoma Zip: 73130

Mailing Address (If different) P.O. Box 46081, Tinker AFB, Ok 73145

Telephone Stephens: 405-732-2323, Thomas: 405-371-9430 E-mail: RStephensOK@gmail.com, Thomas1972steven@gmail.com

Website: http://cahsband.org

Other social media:

CAHS: www.facebook.com/carlalberthighschool.

CAHS Band Public Group: www.facebook.com/groups/233735056659998

Twitter name is @cahs\_band. Instagram name is cahsband

Applicant Status - check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

Corporation Proprietorship Partnership X Non-Profit Individual
Government Limited Liability Co. Government/City Department

Application Category (Choose only one area that your project might affect the most):

Economic Development Education Community Housing
Safety Health Youth and Family Midwest City Revitalization
X Transportation Other (please explain)

Grant Information

1. What is the grant project? Title: CAHS Band Enhancement.. Three areas are requested, in descending priority of need.

a. Purchase a trailer, renovate the interior and add storage compartments, and add a vinyl adhesive wrap on the outside to proudly display the logos and wording of CAHS and the Titan Marching Band of Midwest City. Repair, buy new tires for, and add new vinyl wrap to two existing pull-along trailers whose paint is peeling and logos are flaking off. Estimated costs:

(1). Semi-trailer or moving van: \$9,500. Wood compartments/storage added: \$3,000. Vinyl wrap: \$7,000 - \$10,000. Total: \$19,500 - \$22,500.

(2) Two pull trailer repair and new tires: \$800. Vinyl wrap of trailers: Grey (196"L x 78"H ): \$1,200.

#12

FY 2016-17 MCMHA Grant Application

Applicant  
Legal Name of Organization: MIDWEST CITY HIGH SCHOOL MUSEUM, INC. —  
MCHS VIETNAM MEMORIAL PROJECT COMMITTEE  
(Should be the same as your IRS determination letter and as supplied on IRS form 990)

Contact Person: BOB OSMOND

Street Address: 2101 PEARSON DR. City: MIDWEST CITY State: OK Zip: 73110

Mailing Address (If different) \_\_\_\_\_

Telephone (405) 642-0277 E-mail ROSMOND@3@ATT.NET

Website: \_\_\_\_\_ Other social media: \_\_\_\_\_

Applicant Status - check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

- Corporation
- Proprietorship
- Partnership
- Non-Profit
- Individual
- Government
- Limited Liability Co.
- Government/City Department

Application Category (Choose only one area that your project might affect the most):

- Economic Development
- Education
- Community
- Housing
- Safety
- Health
- Youth and Family
- Midwest City Revitalization
- Transportation
- Other (please explain) \_\_\_\_\_

Grant Information

1. What is the grant project? BUILD A VIETNAM MEMORIAL TO HONOR 22 FORMER STUDEN WHO WERE KILLED IN ACTION AND OTHER MCHS VETER.
2. Why do you need funds? TO SUPPLEMENT THE ADDITIONAL FUNDS WHICH WILL BE RAISED THROUGH DONATIONS FROM FRIENDS, FAMILY + ALL
3. How much are you requesting? \$ 179,860.88
4. What is the estimated total project cost? \$ 420,000.00
5. Are you willing to accept less than the requested amount?  Yes or  No

If "No," please explain \_\_\_\_\_

#13

FY 2016-17 MCMHA Grant Application

Applicant

Legal Name of Organization: Friends of the Oklahoma History Center
(Should be the same as your IRS determination letter and as supplied on IRS form 990)

Contact Person: Dan Provo, Secretary

Street Address: 800 Nazih Zuhdi Drive City: Oklahoma City State: OK Zip: 73105

Mailing Address (If different)

Telephone 405-522-5380 E-mail dprovo@okhistory.org

Website: www.okhistory.org Other social media:

Applicant Status - check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

- Corporation, Proprietorship, Partnership, Non-Profit, Individual, Government, Limited Liability Co., Government/City Department

Application Category (Choose only one area that your project might affect the most):

- Economic Development, Education, Community, Housing, Safety, Health, Youth and Family, Midwest City Revitalization, Transportation, Other (please explain)

Grant Information

- 1. What is the grant project? Midwest City Historic C-47 Exhibit
2. Why do you need funds? To preserve and restore historic WWII C-47 manufactured at the Douglas Plant in 1944 for exhibit.
3. How much are you requesting? \$ 75,000
4. What is the estimated total project cost? \$ 151,750
5. Are you willing to accept less than the requested amount? Yes or No
If "No," please explain



FY 2016-17 MCMHA Grant Application

#14

**Applicant**

**Legal Name of Organization:** Rose State College

(Should be the same as your IRS determination letter and as supplied on IRS form 990)

**Contact Person:** Stan Greil, VP Workforce and Community Development

**Street Address:** 6420 SE 15<sup>th</sup> St City: Midwest City State: OK Zip: 73110

**Mailing Address (If different)** \_\_\_\_\_

**Telephone** 405.733.7488 **E-mail** sgreil@rose.edu

**Website:** www.rose.edu **Other social media:** \_\_\_\_\_

**Applicant Status** - check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

- Corporation  Proprietorship  Partnership  Non-Profit  Individual
- Government  Limited Liability Co.  Government/City Department

**Application Category** (Choose only one area that your project might affect the most):

- X  Economic Development  Education  Community  Housing
- Safety  Health  Youth and Family  Midwest City Revitalization
- Transportation  Other (please explain) \_\_\_\_\_

**Grant Information**

1. What is the grant project? Start or Grow Your Oklahoma Business conference to celebrate Midwest City 75<sup>th</sup> anniversary.
2. Why do you need funds? Provide scholarships to Midwest City Small Businesses and 2 Midwest City celebrities stipends
3. How much are you requesting? \$ \$9450.00
4. What is the estimated total project cost? \$ \$10,000.000
5. Are you willing to accept less than the requested amount?  Yes or  No

#15

FY 2016-17 MCMHA Grant Application

Applicant

Legal Name of Organization: Divine Wisdom Worship Center  
(Should be the same as your IRS determination letter and as supplied on IRS form 990)

Contact Person: Theodis Manning SR.

Street Address: 8320 NE 10th City: MWC State: OK Zip: 73110

Mailing Address (If different) \_\_\_\_\_

Telephone 405-625-4305 E-mail theodis.manning@yahoo.com

Website: www.divinewisdomoke.org Other social media: \_\_\_\_\_

Applicant Status - check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

- Corporation     Proprietorship     Partnership     Non-Profit     Individual
- Government     Limited Liability Co.     Government/City Department

Application Category (Choose only one area that your project might affect the most):

- Economic Development     Education     Community     Housing
- Safety     Health     Youth and Family     Midwest City Revitalization
- Transportation     Other (please explain) \_\_\_\_\_

Grant Information

1. What is the grant project? Purchase 2 Vans For After School Program.
2. Why do you need funds? Current Vehicles (1 24 passenger + 2 Fifteen Passengers) ARE OLD, WORNED out + only one van works.
3. How much are you requesting? \$ 50,000<sup>00</sup>
4. What is the estimated total project cost? \$ 50,000<sup>00</sup>
5. Are you willing to accept less than the requested amount?  Yes    or     No

If "No," please explain \_\_\_\_\_

FY 2016-17 MCMHA Grant Application

Applicant

Legal Name of Organization: Midwest City Chamber of Commerce  
(Should be the same as your IRS determination letter and as supplied on IRS form 990)

Contact Person: Bonnie Cheatwood

Street Address: 5905 Prosper Blvd. City: Midwest City State: OK Zip: 73110

Mailing Address (If different) PO Box 10980

Telephone 405-733-3801 E-mail bonnie.cheatwood@midwestcityok.com

Website: www.midwestcityok.com Other social media: Facebook & Twitter

Applicant Status - check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

- Corporation     Proprietorship     Partnership     Non-Profit     Individual
- Government     Limited Liability Co.     Government/City Department

Application Category (Choose only one area that your project might affect the most):

- Economic Development     Education     Community     Housing
- Safety     Health     Youth and Family     Midwest City Revitalization
- Transportation     Other (please explain) \_\_\_\_\_

Grant Information

1. What is the grant project? Midwest City & Tinker AFB 75th Anniversaries
2. Why do you need funds? The projects proposed are out of the normal scope of the Chamber's budget and are encompassing of the entire community and Tinker AFB.
3. How much are you requesting? \$ 219,250.00
4. What is the estimated total project cost? \$ 219,250.00
5. Are you willing to accept less than the requested amount?  Yes    or     No

If "No," please explain We will accept a lesser amount, however the amount requested is needed in order to showcase the history and relationship between Midwest City and Tinker AFB as we celebrate a monumental anniversary.

FY 2016-17 MCMHA Grant Application

Applicant

Legal Name of Organization: Midwest City Fire Department  
(Should be the same as your IRS determination letter and as supplied on IRS form 990)

Contact Person: David Richardson, Administration Major

Street Address: 8201 E. Reno City: MWC State: OK Zip: 73110

Mailing Address (If different) \_\_\_\_\_

Telephone 405-739-1342 E-mail drichardson@midwestcityok.org

Website: <http://midwestcityok.org/fire-department> Other social media: <https://www.facebook.com/MWCFD>

Applicant Status - check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

- Corporation     Proprietorship     Partnership     Non-Profit     Individual
- Government     Limited Liability Co.     Government/City Department

Application Category (Choose only one area that your project might affect the most):

- Economic Development     Education     Community     Housing
- Safety     Health     Youth and Family     Midwest City Revitalization
- Transportation     Other (please explain) \_\_\_\_\_

Grant Information

1. What is the grant project? Bullet Proof vests, Hydrovent Nozzles, K12 Rescue Saws w/ warthog blades, Home Safety mailers, & Uniform Badges
2. Why do you need funds? These items are "wish" list items to enable the fire department to their job better, but not an absolute necessity, thus not items budgeted.
3. How much are you requesting? \$ 32,200
4. What is the estimated total project cost? \$ 32,200
5. Are you willing to accept less than the requested amount?  Yes    or     No

**COPY**  
#18

FY 2016-17 MCMHA Grant Application

**Applicant**

**Legal Name of Organization:** Rose State College Foundation, Inc.  
(Should be the same as your IRS determination letter and as supplied on IRS form 990)

**Contact Person:** Cindy Mikeman

**Street Address:** 6420 SE 15th Street City: Midwest City State: OK Zip: 73110

**Mailing Address (If different)** \_\_\_\_\_

**Telephone** 405-736-0315 **E-mail** cmikeman@rose.edu

**Website:** www.rose.edu **Other social media:** Facebook

**Applicant Status** - check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

- Corporation    Proprietorship    Partnership    Non-Profit    Individual  
 Government    Limited Liability Co.    Government/City Department

**Application Category** (Choose only one area that your project might affect the most):

- Economic Development    Education    Community    Housing  
 Safety    Health    Youth and Family    Midwest City Revitalization  
 Transportation    Other (please explain) \_\_\_\_\_

**Grant Information**

1. What is the grant project? Midwest City Heritage Day w/ RSC Foundation
2. Why do you need funds? To purchase displays and provide demonstrations to preserve the history of Midwest City and the City's relationship with Tinker Air Force Base.
3. How much are you requesting? \$ 15,000
4. What is the estimated total project cost? \$ 22,890
5. Are you willing to accept less than the requested amount?  Yes or  No  
If "No," please explain \_\_\_\_\_

#19

FY 2016-17 MCMHA Grant Application

**Applicant**

**Legal Name of Organization:** Hope for Hope Foundation  
(Should be the same as your IRS determination letter and as supplied on IRS form 990)

**Contact Person:** Beverly Coate - Organization Secretary/Treasurer

**Street Address: City: State: Zip:** 1608 McGregor Dr. -- Midwest City, OK, 73130

**Mailing Address** (If different) \_\_\_\_\_

**Telephone** 405-371-1115 **E-mail:** bcoate6@gmail.com

**Website: Other social media:** Not yet available

**Applicant Status** - check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

- Corporation     Proprietorship     Partnership     Non-Profit     Individual
- Government     Limited Liability Co.     Government/City Department

**Application Category** (Choose only one area that your project might affect the most):

- Economic Development     Education     Community     Housing
- Safety     Health     Youth and Family     Midwest City Revitalization
- Transportation     Other (please explain) \_\_\_\_\_

**Grant Information**

1. What is the grant project? See attached Mission Statement

2. Why do you need funds? See attached statement

3. How much are you requesting? \$68,431.75

4. What is the estimated total project cost? \$ 68,431.75

5. Are you willing to accept less than the requested amount?  Yes or  No

If "No," please explain \_\_\_\_\_

#20

FY 2016-17 MCMHA Grant Application

Applicant

Legal Name of Organization: Crutcho Community Foundation  
(Should be the same as your IRS determination letter and as supplied on IRS form 990)

Contact Person: Antonia Jennings

Street Address: 2401 N. AIR DEPOT City: OKlahoma<sup>city</sup> State: OK Zip: 73141

Mailing Address (If different) \_\_\_\_\_

Telephone 405-606-5949 E-mail ajennings@crutcho.esd.org

Website: Crutcho Community Foundation.org Other social media: \_\_\_\_\_

Applicant Status - check all that apply (entities must have satisfied all legal requirements for status prior to submission of this application):

- Corporation
- Proprietorship
- Partnership
- Non-Profit
- Individual
- Government
- Limited Liability Co.
- Government/City Department

Application Category (Choose only one area that your project might affect the most):

- Economic Development
- Education
- Community
- Housing
- Safety
- Health
- Youth and Family
- Midwest City Revitalization
- Transportation
- Other (please explain) \_\_\_\_\_

Grant Information

1. What is the grant project? A Running track & Purchase land for a new school Building
  2. Why do you need funds? To help purchase land for a new school building and a running track
  3. How much are you requesting? \$ 1,750,000.00
  4. What is the estimated total project cost? \$ 1,750,000.00
  5. Are you willing to accept less than the requested amount?  Yes or  No
- If "No," please explain \_\_\_\_\_



***Midwest City Memorial Hospital Authority***

100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
(405) 739-1204 FAX (405) 739-1208

J. Guy Henson  
*General Manager/  
Administrator*

*Trustees*

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Susan Eads  
Pat Byrne  
Rick Dawkins  
Sean Reed  
Christine Allen  
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# Board of Grantors

# Grant Applications Evaluations



| Applicant                              | Desired Purchase   | Amount Requested | #1  | #2  | #3 | #4 | #5  | #6  | #7  | #8  | #9  | Total Scores | Average Scores | BOG Evaluation Comments<br>(Red = Question, Blue = Answers, Black = other comments)   | Final BOG \$ Proposed after 01-26-17 meeting |
|--|--|------------------|-----|-----|----|----|-----|-----|-----|-----|-----|--------------|----------------|---|--|
| MWC Community Development              | Changeable Message Sign (trailer)  | \$18,500.00      | 100 | 100 | 80 | 97 | 95  | 100 | 100 | 75  | 80  | 827          | 92             | Full amount. / Helpful to our smooth-running traffic.   | 18,500.00                                    |
| MWC Fire Dept.                         | Equipment upgrades   | \$32,200.00      | 100 | 100 | 30 | 99 | 100 | 100 | 100 | 50  | 100 | 779          | 87             | Keeping our firemen safe is essential. / 100% for parial funding of \$10,400 - yes to the bullet proof vests and badges...other items should be in budget. / Of the items requested, two standout, the bullet proof vest and the Home Safety mailers = \$8,600. / Fully fund all except badges at 70%.  | 9,790.00                                     |
| MWC Park and Rec                       | Mid-America Park Master Plan Proposal  | \$16,000.00      | 100 | 75  | 65 | 70 | 93  | 100 | 100 | 100 | 70  | 773          | 86             | Partial fund for \$8000. / Need a plan to best utilize the gift of donated land. / This park and extension of our trial system is very nice. A question I have is does the Police Dept. think safety could be an issue in this crime-ridden part of town? <b>No, per Chief</b> / Great improvement to family life on the North side of MWC. / Unclear project outcome evaluation process.   | 16,000.00                                    |
| MWC Kiwanis Club                       | Light the Park   | \$15,000.00      | 100 | 100 | 42 | 94 | 90  | 100 | 40  | 90  | 90  | 746          | 83             | Partial fund for \$7500. / Visitors to the park will enjoy a sense of security. / Should be combined with request #4 and perhaps purchased together for savings? / Children/young teens use this park.  | 10,000.00                                    |
| RSVP of Central OK, Inc.               | Educational tools: Banner, brochures and newsletters for non-driving elderly | \$5,900.00       | 100 | 100 | 63 | 90 | 96  | 0   | 100 | 90  | 90  | 729          | 81             | Full amount. / Much needed for the aging population of MWC. / Second request for consumables (funded in 2014-15) - This is worthwhile; however, it is recurring expenses. / This is of great value to our elderly.  | 0.00   |
| MWC Parks & Rec.                       | Blue lights for Lion's Park  | \$19,200.00      | 100 | 75  | 50 | 95 | 90  | 100 | 0   | 90  | 100 | 700          | 78             | Partial fund for \$9600. / Good for entire community - provide security. / Worthwhile use of our funds, which are one-time and benefit MWC citizens. / Wonder about the outcome of the blue lights at Regional? <b>Per the EOC and Police, the Blue Lights at Regional are worth the expense and occasional miscall as they increase public safety.</b>   | 10,000.00                                    |
| Rose State College Foundation, Inc.    | MWC Heritage Day with RSC Foundation   | \$15,000.00      | 50  | 100 | 49 | 92 | 98  | 100 | 40  | 80  | 90  | 699          | 78             | I recommend we fund \$7500. / Community needs more things like this! / Seems like a fun project for MWC's citizens. / This would duplicate parts of Grant #16, if is approved.  | 15,000.00                                    |
| Rose State College                     | OK Business Conference   | \$9,450.00       | 25  | 75  | 60 | 98 | 94  | 80  | 70  | 100 | 90  | 692          | 77             | Full amount. / Business helps the City, which helps citizens. / This request has merit, but aren't local business owners already aware of the topics to be discussed at this conference?  | 9,450.00                                     |
| Team Tinker Home Away from Home        | Mentorship and activities for TAFB   | \$47,094.76      | 0   | 100 | 40 | 85 | 95  | 100 | 100 | 75  | 85  | 680          | 76             | No benefit to MWC residents. / Can this happen without the assistance? <b>Yes, but funds would broaden the scope of services.</b> Partial fund for \$28,000. / Very commendable program. / Worthwhile, but we should not fund a salary -even for a year. 100% for project #2 \$28,500, plus for computer and printer = \$30,500. / I believe this project helps strengthen our relationship with Tinker. / Parial fund. / Ongoing funding for salary is uncertain - future funding resources unknown. | 0.00   |
| The Eden Clinic, Inc.                  | Pregnancy and Wellness   | \$10,000.00      | 100 | 75  | 52 | 3  | 80  | 100 | 100 | 70  | 90  | 670          | 74             | Partial fund for \$5000. / While applauding the cause, this does not benefit the entire community. / Sadly, this type of service is all-too-needed in our City. Supplies - once only.   | 10,000.00                                    |
| Friends of the Oklahoma History Center | MWC Historic C-47 Exhibit  | \$75,000.00      | 75  | 100 | 70 | 60 | 94  | 80  | 100 | 80  | 0   | 659          | 73             | Full amount. / This request meets the critiera, but is very expensive. / Preserving MWC/Tinker History. / Plan of operation, objectives, and budget are all somewhat unclear - worthy project, but possible private funding needed for completion.  | 75,000.00                                    |
| MWC Chamber of Commerce                | MWC/Tinker 75th Anniversaries  | \$219,250.00     | 75  | 100 | 55 | 50 | 98  | 100 | 100 | 0   | 49  | 627          | 70             | Maybe fund \$55,000 for Documentary and coins. / Important, but a big chunk of our funds. / 100% for partial funding only of \$30,000 - The scupture should be displayed at City Hall where more people can see it. / Recusing myself - serve on 75th Anniversary Committee. / Plan of Operation seems only partially reasonable - objectives only somewhat clear - Pride is not a measurable evaluation for a project outcome - A=90%; B=75%; C=40%; D=90%; E=0%.                                    | 209,956.00                                   |

| Applicant  | Desired Purchase                          | Amount Requested      | #1  | #2  | #3 | #4 | #5 | #6  | #7 | #8 | #9  | Total Scores | Average Scores | BOG Evaluation Comments<br>(Red = Question, Blue = Answers, Black = other comments)  | Final BOG \$ Proposed after 01-26-17 meeting |
|--|---|-----------------------|-----|-----|----|----|----|-----|----|----|-----|--------------|----------------|--|--|
| MWC Parks & Rec.   | Shuttle Golf Cars for Special Events Etc. | \$20,000.00           | 100 | 80  | 52 | 75 | 92 | 0   | 90 | 60 | 70  | 619          | 69             | Partial fund for \$10,000. / Helpful for entire community - useful for events. / Worthwhile; however, our funds are limited. / Funding for one cart in full, but both 70%.   | 20,000.00                                    |
| Mid-Del Public Schools                                     | John Deere Gator/Storage Shed             | \$24,000.00           | 25  | 100 | 0  | 80 | 95 | 100 | 50 | 60 | 100 | 610          | 68             | It's important to help our schools during their budget crunch. / Very well done application. Objectives are clearly stated. / Replacement = ongoing? Fund actual cost.   | 21,304.00                                    |
| Carl Albert HS Band Booster, Inc.                          | CAHS Band Enhancement                     | \$44,189.00           | 0   | 100 | 0  | 4  | 95 | 100 | 80 | 60 | 80  | 519          | 58             | Small number will benefit. / This is limiting as to who it helps - not the community at large. / I like the application; if needed, we could fund just the trailers and trailer enhancements. / Does C.A. own a Semi-truck to pull that trailer? <b>They do not, but plan to rent or borrow one (as other groups do) and they do have a volunteer driver with a Class A license to help them.</b> Isn't replacing tires maintenance expenses? Yes to a partial. / Partial funding of 80% for part two and three, but 95% funding for part one.   | 0.00   |
| Divine Wisdom Worship Center                               | Van Purchase                              | \$50,000.00           | 0   | 100 | 5  | 65 | 90 | 100 | 0  | 10 | 80  | 450          | 50             | Great program helping at-risk children - these type of programs are essential in helping these students. / 100% for one truck (\$25,000) - Worthwhile program for at-risk youths. / Statement of need, future funding, budget needs are unclear.   | 25,000.00                                    |
| Hope for Hope Foundation                                   | Van/Equipment Purchase                    | \$68,431.75           | 0   | 100 | 0  | 96 | 85 | 0   | 50 | 0  | 0   | 331          | 37             | Does Hope for Hope have facilities to house the vans? <b>No, per Ms. Coate</b> / Much needed. / We must help our at-risk children for our community to grow. / Although this is a worthwhile project, I would consider partial funding if this Foundation was already up and running. / Unclear if this organization is up and running - objectives are worthwhile, but not realistic - how the budget needs will be met are unclear (bake sales, donations are mentioned) - organization does not appear to exist.  | 0.00   |
| MWC High School Museum, Inc./Vietnam Memorial Project Com. | MWC HS Vietnam Memorial                   | \$179,860.88          | 25  | 75  | 0  | 15 | 95 | 0   | 0  | 20 | 50  | 280          | 31             | Although very worthwhile, our City has a Veterans Memorial honoring all our veterans. / This project is too narrow in scope. It has limited impact for the City as a whole. / Plan of operation only somewhat clear - only 22 veterans are mention (too small for large community) - Future funding unclear, will maintenance be required of Mid-Del Schools? <b>Routine maintenance such as landscaping and light bulbs they will continue to take care of as they do now for the museum. The Committee will handle any electronic failure for the new computer.</b> - I would like to see a memorial building in a more central MWC location to honor all from MWC, but we already have a veterans memorial at Regional Park so why not add to that? | 0.00   |
| Crutcho Community Foundation                               | Land/Track Purchase                       | \$1,750,000.00        | 0   | 80  | 0  | 10 | 93 | 0   | 0  | 0  | 0   | 183          | 20             | Too expensive. / Future funding resources needs work. / Not sure what we could give them would help much. / Good cause; I'd rather fund more grants than give all funds to this. Perhaps, partial funding. / I love the running track. We just don't have the available funds. / This grant seems incomplete - rather vague. / Plan of operation, statement of need, objectives, outcome evaluation, future funding, and budget are all unclear - This is very unrealistic - smaller walking path is more feasible - new school will be at different location - waste of \$ for walking path.  | 0.00   |
|  |   | <b>\$2,619,076.39</b> |     |     |    |    |    |     |    |    |     |              |                |  | <b>\$450,000.00</b>                          |



***Midwest City Memorial Hospital Authority***

100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
(405) 739-1204 FAX (405) 739-1208

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

# Past Awarded Grant Applications

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

| <b>GRANT RECIPIENT</b>           | <b>PURCHASE ITEM</b>                                 | <b>AWARD AMOUNT</b> | <b>EXPENDITURES</b> | <b>MONEY RETURNED</b> | <b>BALANCE</b>    | <b>REMARKS</b>                              |
|----------------------------------|--|---------------------|---------------------|-----------------------|-------------------|---|
| MWC Police                       | Protective Cooling Vests for 2 K-9s                  | \$1,175.94          | \$1,175.94          |                       | \$0.00            |   |
| MWC Police                       | Training Simulator                                   | \$146,101.90        | \$146,102.00        |                       | \$0.00            |   |
| MWC Economic Development         | Heritage Park Mall Redev. Feasibility Study          | \$27,500.00         |                     |                       | \$27,500.00       |   |
| Mid-Del Schools Foundation, Inc. | Subscribe to Ready to Learn/First Book               | \$7,000.00          | \$7,000.00          |                       | \$0.00            |   |
| MWC Community Development        | Innovation District Plan                             | \$62,500.00         |                     |                       | \$62,500.00       |   |
| MWC Tree Board                   | 2015 Parklawn Beautification Project                 | \$38,000.00         |                     |                       | \$38,000.00       |   |
| MWC Tree Board                   | 2015 Hudiburg Dr. Island Irrigation Project          | \$28,300.00         |                     |                       | \$28,300.00       |   |
| MWC Fire                         | Fire wish list for equipment                         | \$100,000.00        |                     |                       | \$100,000.00      |   |
| Rose State College               | Amphitheater Modernization                           | \$8,495.00          |                     |                       | \$8,495.00        |   |
| Mid-Del Food Pantry, Inc.        | Dry Storage Building                                 | \$4,000.00          |                     |                       | \$4,000.00        |   |
| MWC Parks & Recreation           | Festival Inflatables Project                         | \$1,927.16          |                     | \$1,927.16            | \$0.00            | This was not enough money for the purchase. |
|                                  | <b>Total Award Amount</b>                            | <b>\$425,000.00</b> |                     |                       |                   |   |
|                                  | <b>Sub-Totals</b>                                    |                     | <b>\$154,277.94</b> | <b>\$0.00</b>         | <b>268,795.00</b> |   |
|                                  |  |                     |                     |                       |                   |   |
|                                  |  |                     |                     |                       |                   |   |
|                                  | <b>Current year funding approved by Council</b>      | <b>\$425,000.00</b> |                     |                       |                   |   |
|                                  | <b>Total FY 13-14 Grant Expenditures</b>             |                     |                     |                       | <b>154,277.94</b> |   |
|                                  | <b>Monies Returned to Hospital Authority Account</b> |                     |                     |                       | <b>0.00</b>       |   |
|                                  | <b>Total FY 13-14 Grant Monies Remaining</b>         |                     |                     |                       | <b>270,722.06</b> |   |
| Updated 05/20/16 JD              | <b>Totaling</b>                                      |                     |                     |                       | <b>425,000.00</b> |   |

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

| <b>GRANT RECIPIENT</b>                     | <b>PURCHASE ITEM</b>                                 | <b>AWARD AMOUNT</b> | <b>EXPENDITURES</b> | <b>MONEY RETURNED</b> | <b>BALANCE</b> | <b>REMARKS</b>   |
|--|--|---------------------|---------------------|-----------------------|----------------|--|
| MWC Police - (Capt. Jonathon Goforth)      | Wearable Video Camera System                         | \$61,000.00         |                     |                       | \$61,000.00    | On-going do to law passed beginning of Nov. Update: We are going out to bid again for the Body Cams and hopefully will be on the February 23rd Council Agenda. |
| Rose State College (Cindy Mikeman)         | Atkinson Heritage Center Revitalization Project II   | \$47,581.00         | \$47,581.00         |                       | \$0.00         |  |
| MWC Grants Management (Teri Craft)         | Midwest City Boys and Girls Club Pilot Program       | \$75,000.00         | \$75,000.00         |                       | \$0.00         |  |
| MWC Public Relations (Kay Hunt)            | Stories of Christmas                                 | \$91,000.00         | \$91,000.00         |                       | \$0.00         | On-going   |
| MWC Fire (Jarett Metheny/David Richardson) | Community Risk Reduction Partnership (CRRP)          | \$27,848.26         | \$27,738.13         |                       | \$110.13       | Left a voice mail on 11-2-15   |
| Mid-Del Public Schools (Pam Deering)       | Sprigeo - A Safety Initiative                        | \$16,794.60         | \$16,794.60         |                       | \$0.00         | Sent an email on 11-2-15   |
| MWC Tree Board (Vaughn Sullivan)           | 29th & I-40 Island Beautification                    | \$14,800.00         | \$14,963.78         |                       | \$0.00         |  |
| MWC Parks and Recreation (Vaughn Sullivan) | Emergency Blue Phone Project                         | \$38,776.14         | \$36,638.98         | \$2,137.16            | \$0.00         |  |
| RSVP of Central OK Inc. (Beth Patterson)   | RSVP Provide-A-Ride Medical Trans.                   | \$1,900.00          | \$1,900.00          |                       | \$0.00         |  |
| MWC Tree Board (Vaughn Sullivan)           | Midwest Blvd Street Beautification                   | \$25,300.00         | \$20,463.21         |                       | \$4,836.79     |  |
|  | <b>Total Award Amount</b>                            | <b>\$400,000.00</b> |                     |                       |                |  |
|  | <b>Sub-Totals</b>                                    |                     | \$332,079.70        | \$2,137.16            | \$65,946.92    |  |
|  |  |                     |                     |                       |                |  |
|  | <b>Current year funding approved by Council</b>      | <b>\$400,000.00</b> |                     |                       |                |  |
|  | <b>Total FY 13-14 Grant Expenditures</b>             |                     |                     |                       | \$332,079.70   |  |
|  | <b>Monies Returned to Hospital Authority Account</b> |                     |                     |                       | \$2,137.16     |  |
|  | <b>Total FY 13-14 Grant Monies Remaining</b>         |                     |                     |                       | \$65,783.14    |  |
| Updated 11/03/15 - JD                      | <b>Totaling</b>                                      |                     |                     |                       | \$400,000.00   |  |
|  |  |                     |                     |                       |                |  |

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

| <b>GRANT RECIPIENT</b>           | <b>PURCHASE ITEM</b>                                 | <b>AWARD AMOUNT</b> | <b>EXPENDITURES</b> | <b>MONEY RETURNED</b> | <b>BALANCE</b>      | <b>REMARKS</b>   |
|----------------------------------|--|---------------------|---------------------|-----------------------|---------------------|--|
| City of Midwest City/Fire Dept   | Fire Command Training Center                         | \$32,000.00         | \$32,000.00         |                       | \$0.00              |  |
| City of Midwest City/Golf Course | First Tee National Program                           | \$10,000.00         | \$10,000.00         |                       | \$0.00              |  |
| City of Midwest City/311 App     | City Of MWC Mobile 311 App                           | \$20,000.00         | \$19,924.00         | \$76.00               | \$0.00              | Kay Hunt is including this app in a "Stay Connected" marketing campaign and will use the remaining \$76 as part of the ad campaign. Reminder email sent 11-2-15.     |
| Midwest City Chamber of Commerce | Town Center Electronic Event Billboard               | \$80,584.87         | \$41,188.21         |                       | \$39,396.66         | 1st half of bill paid on 9/29/16 and 2nd half to be paid upon completion. Due to construction on the site of the Billboard (29th & Air Depot) this grant is extended |
| MWC Parks and Rec Dept           | Mobile Stage   | \$155,000.00        | \$155,000.00        |                       | \$0.00              | \$5060.00 authorized for transfer to cover costs. Total spent \$160,000.00   |
| Rose State College - Atkinson    | Atkinson Heritage Center Project - landscaping       | \$52,415.13         | \$52,415.13         |                       |                     |  |
|                                  | <b>Total Award Amount</b>                            | <b>\$350,000.00</b> |                     |                       |                     |  |
|                                  | <b>Sub-Totals</b>                                    |                     | \$310,527.34        | \$76.00               | \$39,396.66         |  |
|                                  | <b>Current year funding approved by Council</b>      | <b>\$350,000.00</b> |                     |                       |                     |  |
|                                  | <b>Total FY 13-14 Grant Expenditures</b>             |                     |                     |                       | <b>\$310,527.34</b> |  |
|                                  | <b>Monies Returned to Hospital Authority Account</b> |                     |                     |                       | <b>\$76.00</b>      |  |
|                                  | <b>Total FY 13-14 Grant Monies Remaining</b>         |                     |                     |                       | <b>\$39,396.66</b>  |  |
| <b>Revised 11/03/15 - JD</b>     | <b>Totaling</b>                                      |                     |                     |                       | <b>\$350,000.00</b> |  |

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

| <b>GRANT RECIPIENT</b>                 | <b>PURCHASE ITEM</b>                                 | <b>AWARD AMOUNT</b> | <b>EXPENDITURES</b> | <b>MONEY RETURNED</b> | <b>BALANCE</b>      | <b>REMARKS</b>  |
|--|--|---------------------|---------------------|-----------------------|---------------------|---|
| City of Midwest City/Fire Dept         | Firefighter safety & health equipment                | \$18,755.00         | \$18,755.00         |                       | \$0.00              | Letter requesting receipts and outcome report sent on 4-8-14, Email request for receipts and outcome reports sent on 6-10-14  |
| City of Midwest City/Golf Course       | Replace fence south side golf course                 | \$50,000.00         | \$50,000.00         |                       | \$0.00              | A 6-month extension approved on 3-7-14, Email request for expenditures sent 6-10-14   |
| City of Midwest City/Grants Mgmt       | Original mile median improvement project             | \$50,000.00         | \$50,000.00         |                       | \$0.00              | A 6-month extension approved on 2-5-14, a 6-month extension approved 11-24-14   |
| City of Midwest City/Police Dept       | Covered parking specialty equipment & vehicles       | \$14,000.00         | \$14,000.00         |                       | \$0.00              | Outcome Report and expenditures submitted   |
| Midwest City Rotary Club               | Erection of Veterans' Memorial - 2 grant year total  | \$60,000.00         | \$60,000.00         |                       | \$0.00              | Outcome Report and expenditures submitted   |
| Midwest City Tree Board                | SE 15th Street Beautification Project                | \$35,000.00         | \$32,064.20         | \$2,935.80            | \$0.00              | A 6-month extension approved on 3-7-14  |
| Mid-Del City Public Schools Foundation | Bot Ball educational Robotics                        | \$25,000.00         | \$22,923.38         | \$2,076.62            |                     | Budget modification approved on 12-2-13, Letter requesting receipts and outcome report sent on 4-8-14, Email request for receipts and outcome reports sent on 6-10-14, Letter to be sent 11-26-2014 |
| Regional Food Bank of OK               | Expansion of MWC childhood hunger programs           | \$25,000.00         | \$25,000.00         |                       | \$0.00              | Expenditures submitted, Email request for Outcome report sent 6-5-14  |
| YMCA of Greater OKC                    | Purchase & install addtl. playground equipment MWC   | \$22,245.00         | \$22,200.00         | \$45.00               | \$0.00              | Outcome Report and expenditures submitted, \$45.00 owed back to the Trust, Email request for the \$45.00 sent on 6-5-14, Letter to be sent 11-26-14; money returned 11-5-15                         |
|  | <b>Total Award Amount</b>                            | <b>\$300,000.00</b> |                     |                       |                     |   |
|  | <b>Sub-Totals</b>                                    |                     | <b>\$294,942.58</b> | <b>\$5,057.42</b>     | <b>\$0.00</b>       |   |
|  | <b>Current year funding approved by Council</b>      | <b>\$300,000.00</b> |                     |                       |                     |   |
|  | <b>Total FY 12-13 Grant Expenditures</b>             |                     |                     |                       | <b>\$294,942.58</b> |   |
|  | <b>Monies Returned to Hospital Authority Account</b> |                     |                     |                       | <b>\$5,057.42</b>   |   |
|  | <b>Total FY 12-13 Grant Monies Remaining</b>         |                     |                     |                       | <b>\$0.00</b>       |   |
| <b>Updated 11/03/15 JD</b>             | <b>Totaling</b>                                      |                     |                     |                       | <b>\$300,000.00</b> |   |

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

| <b>GRANT RECIPIENT</b>            | <b>PURCHASE ITEM</b>                                 | <b>AWARD AMOUNT</b> | <b>EXPENDITURES</b> | <b>MONEY RETURNED</b> | <b>BALANCE</b>      | <b>REMARKS</b>                                       |
|-----------------------------------|--|---------------------|---------------------|-----------------------|---------------------|--|
| City of Midwest City              | Green Machine  | \$20,000.00         | \$18,468.38         | \$1,531.62            | \$0.00              | money returned to Finance / Extension through 8/1/13 |
| City of Midwest City/Golf Course  | Replace fence  | \$50,000.00         | \$50,000.00         |                       | \$0.00              | Recipient pd overage \$32,990.75                     |
| City of Midwest City/Police Dept. | Segway   | \$8,025.00          | \$7,533.96          | \$491.04              | \$0.00              | Recipient returned \$491.04 to Finance 11/6/12       |
| City of Midwest City/Police Dept. | Off-road UTV & Trailer                               | \$12,300.00         | \$12,299.63         | \$0.37                | \$0.00              | Recipient returned .37 to Finance 11/6/12            |
| Healing Hearts Health Clinic      | Medical & Office Equipment                           | \$2,000.00          | \$2,000.00          |                       | \$0.00              | Recipient pd overage \$58.82                         |
| Kiwanis's Club of MWC             | 2011 Concrete Kiwanis's Park Trails                  | \$70,000.00         | \$70,000.00         |                       | \$0.00              | Recipient pd overage \$2,248.64                      |
| Literacy Link                     | Adult Literacy Software                              | \$2,941.35          | \$2,899.30          | \$42.05               | \$0.00              | Recipient returned \$42.05 to Finance 11/8/12        |
| Metropolitan Library System       | Library Garden Restoration                           | \$25,000.00         | \$19,970.92         | \$5,029.08            | \$0.00              | Recipient returned \$5,029.08 to Finance 2/14/13     |
| Midwest City Rotary Club          | Veteran's Memorial project                           | \$100,000.00        | \$100,000.00        |                       | \$0.00              | Extension through 7/21/13                            |
| Rose State College                | RSC Pilot Program (6-12 grades)                      | \$60,500.00         | \$60,500.00         |                       | \$0.00              | Extension through 9/14/13                            |
| YMCA Greater OKC                  | MWC YMCA Community playground                        | \$29,577.65         | \$29,577.65         |                       | \$0.00              | Recipient pd overage \$422.35                        |
|                                   | <b>Total Award Amount</b>                            | <b>\$380,344.00</b> |                     |                       |                     |  |
|                                   | <b>Sub-Totals</b>                                    |                     | <b>\$373,249.84</b> | <b>\$7,094.16</b>     | <b>\$0.00</b>       |  |
|                                   |  |                     |                     |                       |                     |  |
|                                   | <b>Current year funding approved by Council</b>      | <b>\$380,344.00</b> |                     |                       |                     |  |
|                                   | <b>Total FY 11-12 Grant Expenditures</b>             |                     |                     |                       | <b>\$373,249.84</b> |  |
|                                   | <b>Monies Returned to Hospital Authority Account</b> |                     |                     |                       | <b>\$7,094.16</b>   |  |
|                                   | <b>Total FY 11-12 Grant Monies Remaining</b>         |                     |                     |                       | <b>\$0.00</b>       |  |
| <b>Updated 11/03/15 JD</b>        | <b>Totaling</b>                                      |                     |                     |                       | <b>\$380,344.00</b> |  |



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

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

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

| <b>GRANT RECIPIENT</b>                             | <b>PURCHASE ITEM</b>                                 | <b>AWARD AMOUNT</b> | <b>EXPENDITURES</b> | <b>MONEY RETURNED</b> | <b>BALANCE</b>      | <b>REMARKS</b>  |
|--|--|---------------------|---------------------|-----------------------|---------------------|---|
| City of Midwest City - Community Development Dept. | North Oaks Redevelopment Plan                        | \$160,000.00        | \$160,000.00        |                       | \$0.00              | Recipient pd overage \$61,558.62                                    |
| City of Midwest City - Community Development Dept. | Soldier Creek Pedestrian Bridge                      | \$47,943.46         | \$47,943.46         |                       | \$0.00              | Recipient pd overage \$2,000  |
| City of Midwest City - Fire Department             | Low Speed Rescue/Apparatus                           | \$24,045.00         | \$24,045.00         |                       | \$0.00              | Recipient pd overage \$415.35                                       |
| City of Midwest City - Grants Management Dept.     | Original Mile Enhancement Study                      | \$40,000.00         | \$40,000.00         |                       | \$0.00              | Recipient pd overage \$21,341.65                                    |
| City of Midwest City - Police Dept.                | Automatic License Plate Recognition                  | \$20,880.00         | \$20,109.00         | \$771.00              | \$0.00              | Recipient returned \$880.00 to Finance                              |
| Mid-Del Schools/Cleveland Bailey Elementary        | Walking Track  | \$18,105.89         | \$18,105.89         |                       | \$0.00              |   |
| Mid-Del Schools/Country Estates Elementary, PTA    | Community Fitness Track                              | \$19,394.65         | \$19,394.65         |                       | \$0.00              | Recipient pd overage \$56.30  |
| Douglas Blvd. United Methodist Church              | Feed His People                                      | \$33,800.00         | \$33,800.00         |                       | \$0.00              | Recipient pd overage \$4,578.43                                     |
| Mid-Del Farmers' Market Association                | Equipment & Promotional Materials                    | \$10,000.00         | \$10,000.00         |                       | \$0.00              | Recipient pd overage \$14.83  |
| Mid-Del Youth & Family Center, Inc.                | Seed S Charles J. Johnson Youth Dev Ctr              | \$41,157.00         | \$41,157.00         |                       | \$0.00              | Extension through 3/10/13, a 6 month extension approved on 11-24-14 |
|  | <b>Total Award Amount</b>                            | <b>\$415,326.00</b> |                     |                       |                     |   |
|  | <b>Sub-Totals</b>                                    |                     | <b>\$414,555.00</b> | <b>\$771.00</b>       | <b>\$0.00</b>       |   |
|  | <b>Carryover from 2008-19</b>                        | <b>\$90,261.57</b>  |                     |                       |                     |   |
|  | <b>Current year funding approved by Council</b>      | <b>\$330,000.00</b> |                     |                       |                     |   |
|  | <b>Total FY 09-10 Grant Expenditures</b>             |                     |                     |                       | <b>\$414,555.00</b> |   |
|  | <b>Monies Returned to Hospital Authority Account</b> |                     |                     |                       | <b>\$771.00</b>     |   |
|  | <b>Total FY 09-10 Grant Monies Remaining</b>         |                     |                     |                       | <b>\$0.00</b>       |   |
| <b>Updated 11/03/15 JD</b>                         | <b>Totaling</b>                                      |                     |                     |                       | <b>\$415,326.00</b> |   |

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

| <b>GRANT RECIPIENT</b>                                | <b>PURCHASE ITEM</b>                                 | <b>AWARD AMOUNT</b> | <b>EXPENDITURES</b> | <b>MONEY RETURNED</b> | <b>BALANCE</b>      | <b>REMARKS</b>                                 |
|---|--|---------------------|---------------------|-----------------------|---------------------|--|
| Choctaw-Nicoma Park Public Schools                    | Drug Awareness/Drug Testing                          | \$25,000.00         | \$25,000.00         |                       | \$0.00              |  |
| City of Midwest City/Community Development Department | Public Art   | \$20,000.00         | \$17,374.66         | \$2,625.34            | \$0.00              | Recipient returned \$2,625.34 to Acctg 1/18/11 |
| City of Midwest City/Street Department                | City Wide Reforestation                              | \$150,000.00        | \$150,000.00        |                       | \$0.00              | Recipient paid overage \$2,684.44              |
| Defenders of Dreams                                   | Seek professional assistance to develop Master Plan  | \$10,000.00         |                     | \$10,000.00           | \$0.00              |  |
| Mid-Del Group Homes, Inc.                             | Computers  | \$4,000.00          | \$4,000.00          |                       | \$0.00              | Recipient paid overage \$1,001.92              |
| Mid-Del Public Schools Foundation                     | S.M.I.L.E.   | \$35,000.00         | \$35,000.00         |                       | \$0.00              | Recipient paid overage \$1,666.56              |
| Mid-Del Schools/Ridgecrest Elementary                 | Walking Track  | \$28,196.96         | \$28,196.96         |                       | \$0.00              |  |
| Mid-Del Schools/Traub Elementary                      | Walking Track  | \$16,107.47         | \$16,107.47         |                       | \$0.00              |  |
| Mid-Del Youth & Family Center, Inc.                   | Capital Building Project                             | \$50,000.00         | \$50,000.00         |                       | \$0.00              | Recipient paid overage \$16.26                 |
| Midwest City Chamber of Commerce                      | Exhibition Display & Equipment Project               | \$16,869.00         | \$16,869.00         |                       | \$0.00              | Recipient paid overage \$1,899.90              |
| Rose State College                                    | Continuing Education & Community Services            | \$43,565.00         | \$37,135.05         | \$6,429.95            | \$0.00              | Recipient returned \$6,429.95 to Acctg 3/8/10  |
| Sustainable East Oklahoma County (OSN)                | Mid-Del Farmer's Market Start-up                     | \$11,000.00         | \$11,000.00         |                       | \$0.00              | Recipient paid overage \$248.90                |
|   | <b>Total Award Amount</b>                            | <b>\$409,738.43</b> |                     |                       |                     |  |
|   | <b>Sub-Totals</b>                                    |                     | <b>\$390,683.14</b> | <b>\$19,055.29</b>    | <b>\$0.00</b>       |  |
|   |  |                     |                     |                       |                     |  |
|   | <b>Carryover to FY 2009-10</b>                       | <b>\$90,261.57</b>  |                     |                       |                     |  |
|   | <b>Current year funding approved by Council</b>      | <b>\$500,000.00</b> |                     |                       |                     |  |
|   | <b>Total FY 08-09 Grant Expenditures</b>             |                     |                     |                       | <b>\$390,683.14</b> |  |
|   | <b>Monies Returned to Hospital Authority Account</b> |                     |                     |                       | <b>\$19,055.29</b>  |  |
|   | <b>Total FY 08-09 Grant Monies Remaining</b>         |                     |                     |                       | <b>\$0.00</b>       |  |
| <b>Updated 11-03-15 JD</b>                            | <b>Totaling</b>                                      |                     |                     |                       | <b>\$409,738.43</b> |  |

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

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

| <b>GRANT RECIPIENT</b>  | <b>PURCHASE ITEM</b>                                 | <b>AWARD AMOUNT</b> | <b>EXPENDITURES</b> | <b>MONEY RETURNED</b> | <b>BALANCE</b>      | <b>REMARKS</b>                                |
|---|--|---------------------|---------------------|-----------------------|---------------------|---|
| City of Midwest City  | Nursing student housing stipend                      | \$36,000.00         | \$26,062.78         | \$9,937.22            | \$0.00              | Recipient returned \$9,937.22 to Finance 1/12 |
| City of Midwest City  | Oklahoma Centennial Street Clock                     | \$40,000.00         | \$40,000.00         |                       | \$0.00              | Recipient paid overage \$10,321.36            |
| Eastern Oklahoma County Tourism Council                         | Star Spangled Salute                                 | \$85,884.26         | \$85,884.26         |                       | \$0.00              | Recipient paid overage \$5,685.94             |
| Literacy Link   | Health Literacy Initiative                           | \$1,510.00          | \$1,507.02          | \$2.98                | \$0.00              | Recipient returned \$2.98 to Finance 6/09     |
| Mid-Del Youth & Family Center, Inc.                             | Phase I - Emergency Children's Shelter               | \$50,000.00         | \$50,000.00         |                       | \$0.00              | Recipient paid overage \$2,125.77             |
| Midwest City Chamber of Commerce                                | 2007 Youth Excel Leadership Program                  | \$5,000.00          | \$4,422.05          | \$577.95              | \$0.00              | Recipient returned \$577.95 to Finance 11/08  |
| Midwest City Martin Luther King Jr. Prayer Breakfast Comm, Inc. | Prayer Breakfast                                     | \$6,000.00          | 6,000.00            |                       | \$0.00              | Recipient paid overage \$3,438.00             |
| Project Concern   | Project Concern                                      | \$20,605.74         | \$20,605.74         |                       | \$0.00              | Recipient paid overage \$124.06               |
| Studio Mid-Del, Inc.  | Construction to complete Community Arts Center       | \$250,000.00        | \$250,000.00        |                       | \$0.00              | Recipient paid overage \$1,776.72             |
| Tinker POW/MIA Committee  | Construction Community POW/MIA Memorial              | \$5,000.00          | \$5,000.00          |                       | \$0.00              |   |
|   | <b>Total Award Amount</b>                            | <b>\$500,000.00</b> |                     |                       |                     |   |
|   | <b>Sub-Totals</b>                                    |                     | <b>\$489,481.85</b> | <b>\$10,518.15</b>    | <b>\$0.00</b>       |   |
|   |  |                     |                     |                       |                     |   |
|   | <b>Total FY 06-07 Grant Expenditures</b>             |                     |                     |                       | <b>\$489,481.85</b> |   |
|   | <b>Monies Returned to Hospital Authority Account</b> |                     |                     |                       | <b>\$10,518.15</b>  |   |
|   | <b>Total FY 06-07 Grant Monies Remaining</b>         |                     |                     |                       | <b>\$0.00</b>       |   |
| Revised 1/24/12   | <b>Totaling</b>                                      |                     |                     |                       | <b>\$500,000.00</b> |   |

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

| <b>GRANT RECIPIENT</b>                            | <b>PURCHASE ITEM</b>   | <b>AWARD AMOUNT</b> | <b>EXPENDITURES</b> | <b>MONEY RETURNED</b> | <b>BALANCE</b>      | <b>REMARKS</b>                           |
|---|--|---------------------|---------------------|-----------------------|---------------------|--|
| City of Midwest City/Animal Welfare               | Veterinarian Assistance Program                                  | \$12,000.00         | \$11,970.00         | \$30.00               | \$0.00              | Recipient returned \$30.00 to Acctg.     |
| City of Midwest City/Animal Welfare               | Illuminated Signs  | \$5,000.00          | \$4,828.00          | \$172.00              | \$0.00              | Recipient returned \$172.00 to Acctg.    |
| City of Midwest City/Animal Welfare               | Roof for Facility  | \$46,500.00         | \$35,480.63         | \$11,019.37           | \$0.00              | Recipient returned \$11,019.37 to Acctg. |
| City of Midwest City/Com.Devel. Dept.             | Consulting Services Development of Rail & Trail Master Plan      | \$25,000.00         | \$25,000.00         |                       | \$0.00              |  |
| City of Midwest City/Com.Devel. Dept.             | Review & Update City's Subdivision Regulations                   | \$15,000.00         | \$15,000.00         |                       | \$0.00              | Recipient paid overage \$10,560.36       |
| City of Midwest City/Convention & Visitors Bureau | Sponsorship Assistance   | \$10,000.00         | \$10,000.00         |                       | \$0.00              | Recipient paid overage \$1,500.85        |
| City of Midwest City/Emergency Management         | CERT Training & Response Supplies                                | \$5,000.00          | 5,000.00            |                       | \$0.00              |  |
| City of Midwest City/Fire Department              | Fire Hydrant Locator Reflectors                                  | \$6,500.00          | \$6,380.00          | \$120.00              | \$0.00              | Recipient returned \$120.00 to Acctg.    |
| City of Midwest City/Golf (John Conrad)           | Complete Concrete Curbs  | \$27,500.00         | \$27,500.00         |                       | \$0.00              |  |
| City of Midwest City/Grants Management Dept.      | MWC Juvenile Modification Camp                                   | \$15,000.00         | \$15,000.00         |                       | \$0.00              |  |
| City of Midwest City/Parks & Rec Department       | Electronic Message Sign - City Hall Complex                      | \$20,000.00         | \$20,000.00         |                       | \$0.00              | Recipient paid overage \$9,150.00        |
| City of Midwest City/Police Department            | Taser Conduct Energy Weapons, Simulator Suite & Taser Cartridges | \$19,095.50         | \$19,084.28         | \$11.22               | \$0.00              | Recipient returned \$11.22 to Acctg.     |
| City of Midwest City/Police Department            | Digital Video Recorder & Cameras (Detective Division)            | \$6,821.49          | \$6,821.49          |                       | \$0.00              | Recipient paid overage \$1,287.14        |
| City of Midwest City/Police Department            | Forensic Lab, CSI Vehicle  | \$28,462.00         | \$28,462.00         |                       | \$0.00              | Recipient paid overage \$1,673.00        |
| City of Midwest City/Street Department            | Landscape & Irrigate Air Depot Blvd. from SE 15th to SE 29th     | \$25,000.00         | \$24,997.15         | \$2.85                | \$0.00              | Recipient returned \$2.85 back to Acctg. |
| Eastern Oklahoma County Tourism Council           | Star Spangled Salute Celebration                                 | \$35,000.00         | \$35,000.00         |                       | \$0.00              |  |
| Heartline, Inc.                                   | Central Oklahoma 2-1-1 Project Start-up Costs                    | \$25,000.00         | \$25,000.00         |                       | \$0.00              | Recipient paid overage \$227.29          |
| Holiday Lights Spectacular, Inc.                  | Upgrade Electric Infrastructure & Refurbish Displays             | \$25,000.00         | \$25,000.00         |                       | \$0.00              | Recipient paid overage \$244.67          |
| Literacy Link                                     | Educational Materials for Adult non-readers                      | \$3,000.00          | \$3,000.00          |                       | \$0.00              | Recipient paid overage \$15.60           |
| Mid-Del Group Homes, Inc.                         | Delivery Truck   | \$20,000.00         | \$20,000.00         |                       | \$0.00              | Recipient paid overage \$3,400.00        |
| Mid-Del Public Schools Foundation                 | S.H.A.R.P. (Sequoyah books Help Accelerate Reading Progress)     | \$1,840.00          | \$1,501.68          | \$338.32              | \$0.00              | Recipient returned \$338.32 to Acctg.    |
| Mid-Del Youth & Family Center, Inc.               | Play Therapy Room  | \$4,425.75          | \$4,425.75          |                       | \$0.00              | Recipient paid overage \$458.72          |
| Midwest City Chamber of Commerce                  | Youth Excel  | \$5,000.00          | \$4,958.62          | \$41.38               | \$0.00              | Recipient returned \$41.38 to Acctg.     |
| Midwest City MLK Jr. Prayer Breakfast Comm.       | Annual Prayer Breakfast  | \$6,000.00          | \$6,000.00          |                       | \$0.00              | Recipient paid overage \$2,664.86        |
| Midwest City Rotary Club #5750                    | Rotary Pavilion (Regional Park) Water Fountain                   | \$11,000.00         | \$10,942.71         | \$57.29               | \$0.00              | Recipient returned \$57.29 to Acctg.     |
| Midwest City Tree Board                           | Landscape & Irrigate Phase 2 Reno Ave.                           | \$46,400.00         | \$46,372.31         | \$27.69               | \$0.00              | Recipient returned \$27.69 to Acctg.     |
|   | <b>Total Award Amount</b>  | <b>\$449,544.74</b> |                     |                       |                     |  |
|   | <b>Sub-Totals</b>  |                     | <b>\$437,724.62</b> | <b>\$11,820.12</b>    | <b>\$0.00</b>       |  |
|   |  |                     |                     |                       |                     |  |
|   | <b>Total FY 05-06 Grant Expenditures</b>                         |                     |                     |                       | <b>\$437,724.62</b> |  |
|   | <b>Monies Returned to Hospital Authority Account</b>             |                     |                     |                       | <b>\$11,820.12</b>  |  |
|   | <b>Total FY 05-06 Grant Monies Remaining</b>                     |                     |                     |                       | <b>\$0.00</b>       |  |
|   | <b>Totaling</b>  |                     |                     |                       | <b>\$449,544.74</b> |  |

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

| <b>GRANT RECIPIENT</b>   | <b>PURCHASE ITEM</b>   | <b>AWARD AMOUNT</b> | <b>EXPENDITURES</b> | <b>MONEY RETURNED</b> | <b>BALANCE</b>      | <b>REMARKS</b>                        |
|--|--|---------------------|---------------------|-----------------------|---------------------|---------------------------------------|
| City of Midwest City   | Electronic Digital Sign  | \$29,800.00         | \$29,800.00         |                       | \$0.00              | Recipient paid overage \$759.40       |
| City of Midwest City/Convention & Visitors Bureau              | Tourism Sponsorship Assistance   | \$10,000.00         | \$7,640.87          | \$2,359.13            | \$0.00              | Recipient returned \$2,359.13         |
| City of Midwest City/Devel. Services Dept.                     | Architectural & Engineering Services/Phase I MWC Community Outreach Center | \$40,000.00         | \$40,000.00         |                       | \$0.00              | Recipient paid overage \$37,641.40    |
| City of Midwest City/Devel. Services Dept.                     | North Oaks Revitalization Plan   | \$20,000.00         | \$20,000.00         |                       | \$0.00              |                                       |
| City of Midwest City/Devel. Services Dept.                     | Consulting Services/Zoning Ordinance & Subdivision Regulation Overhaul     | \$25,000.00         | \$25,000.00         |                       | \$0.00              |                                       |
| City of Midwest City/Golf Course                               | Completion Concrete Cart Trails  | \$33,000.00         | \$32,456.19         | \$543.81              | \$0.00              | Recipient returned \$543.81 to Acctg. |
| City of Midwest City/Park Department                           | Reno Swim & Slide Irrigation and Landscape                                 | \$49,388.00         | \$49,388.00         |                       | \$0.00              |                                       |
| City of Midwest City/Police Department                         | Fitness Equipment/Police Workout Room                                      | \$20,497.24         | \$20,490.00         | \$7.24                | \$0.00              | Recipient returned \$7.24 to Acctg.   |
| Eastern Oklahoma County Tourism Council                        | Star Spangled Salute   | \$35,000.00         | \$35,000.00         |                       | \$0.00              | Recipient paid overage \$11.94        |
| Holiday Lights Spectacular, Inc.                               | Additional Light Displays & Upgrade Infrastructure                         | \$25,000.00         | \$25,000.00         |                       | \$0.00              | Recipient paid overage \$2,737.01     |
| Junior Achievement of Greater Oklahoma City, Inc.              | Investing in MWC Youth/JA Program Monroney JHS                             | \$1,000.00          | \$1,000.00          |                       | \$0.00              | Recipient paid overage \$340.00       |
| Literacy Link, Inc.  | Networking Hardware, Educational Software/Literacy Computer Lab            | \$4,900.00          | \$4,900.00          |                       | \$0.00              | Recipient paid overage \$707.71       |
| Mid-Del Food Pantry, Inc.                                      | New Carpeting/Mid-Del Food Pantry  | \$4,855.00          | \$4,855.00          |                       | \$0.00              |                                       |
| Mid-Del Group Homes, Inc.                                      | 8-Passenger Van/Disabled Transportation                                    | \$20,000.00         | \$19,046.65         | \$953.35              | \$0.00              | Recipient returned \$953.35 to Acctg. |
| Mid-Del Group Homes, Inc.                                      | Replace Appliances Group Home  | \$4,000.00          | \$3,915.34          | \$84.66               | \$0.00              | Recipient returned \$84.66 to Acctg.  |
| Mid-Del Public Schools Foundation                              | Children Reading Across Mid-Del (CRAM)                                     | \$3,910.00          | \$3,525.64          | \$384.36              | \$0.00              | Recipient returned \$384.36 to Acctg. |
| Mid-Del Schools  | Stranger Danger  | \$2,500.00          | \$2,500.00          |                       | \$0.00              |                                       |
| Mid-Del Youth and Family Center, Inc.                          | Van Purchase   | \$12,000.00         | \$12,000.00         |                       | \$0.00              | Recipient paid overage \$5,544.50     |
| Midwest City Chamber of Commerce                               | Youth Excel  | \$4,500.00          | \$4,500.00          |                       | \$0.00              | Recipient paid overage \$54.84        |
| Midwest City Chamber of Commerce                               | Reduce Loan on Building  | \$25,000.00         | \$25,000.00         |                       | \$0.00              |                                       |
| Midwest City Martin Luther King Jr. Prayer Breakfast Committee | Annual Prayer Breakfast  | \$5,000.00          | \$5,000.00          |                       | \$0.00              | Recipient paid overage \$1,101.64     |
| Midwest City Optimist Club                                     | Continued Development/Optimist Park  | \$7,500.00          | \$7,500.00          |                       | \$0.00              | Recipient paid overage \$835.34       |
| Midwest City Rotary Club #5750                                 | Volleyball Court/MWC Regional Park/Renovation Project                      | \$15,000.00         | \$14,045.79         | \$954.21              | \$0.00              | Recipient returned \$954.21 to Acctg. |
| Midwest City Tree Board  | Reno Avenue Irrigation and Landscape                                       | \$46,400.00         | \$46,400.00         |                       | \$0.00              | Recipient paid overage \$2,155.11     |
| Project Woman Coalition, Inc.                                  | Operation Outreach Midwest City/Breast Screening                           | \$8,724.76          | \$8,724.76          |                       | \$0.00              | Recipient paid overage \$504.85       |
| Rose State College   | Math & Science Workshops K-12  | \$25,125.00         | \$14,326.96         | \$10,798.04           | \$0.00              | Recipient returned \$10,798.04        |
| Tinker Inter-Tribal Council                                    | Third Annual MWC Pow Wow   | \$8,750.00          | \$8,750.00          |                       | \$0.00              | Recipient paid overage \$18.79        |
| Tinker POW/MIA Committee                                       | Construction Community POW/MIA Memorial                                    | \$13,150.00         | \$13,146.72         | 3.28                  | \$0.00              | Recipient returned \$3.28 to Acctg.   |
|  | <b>Total Award Amount</b>  | <b>\$500,000.00</b> |                     |                       |                     |                                       |
|  | <b>Sub-Totals</b>  |                     | <b>\$483,911.92</b> | <b>\$16,088.08</b>    | <b>\$0.00</b>       |                                       |
|  |  |                     |                     |                       |                     |                                       |
|  | <b>Total FY 04-05 Grant Expenditures</b>                                   |                     |                     |                       | <b>\$483,911.92</b> |                                       |
|  | <b>Monies Returned to Hospital Authority Account</b>                       |                     |                     |                       | <b>\$16,088.08</b>  |                                       |
|  | <b>Total FY 04-05 Grant Monies Remaining</b>                               |                     |                     |                       | <b>\$0.00</b>       |                                       |
|  | <b>Totaling</b>  |                     |                     |                       | <b>\$500,000.00</b> |                                       |

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

| <b>GRANT RECIPIENT</b>                                    | <b>PURCHASE ITEM</b>                                 | <b>AWARD AMOUNT</b> | <b>EXPENDITURES</b> | <b>MONEY RETURNED</b> | <b>BALANCE</b>      | <b>REMARKS</b>                                   |
|---|--|---------------------|---------------------|-----------------------|---------------------|--|
| City of Midwest City/Animal Welfare Department            | Pet Adoption Trailer                                 | \$21,455.00         | \$21,455.00         |                       | \$0.00              | Recipient paid overage \$805.28                  |
| City of Midwest City/Municipal Court                      | Remodel Payment Counter/Lobby Revitalization         | \$12,000.00         | \$12,000.00         |                       | \$0.00              | Recipient paid overage \$581.41                  |
| City of Midwest City/Neighborhood Services                | Neighborhood Gatherings & Cleanup                    | \$20,000.00         | \$19,994.46         | \$5.54                | \$0.00              | Recipient returned \$5.54 to Acctg. 2/10/05      |
| City of Midwest City/Neighborhood Services                | Operation Paint Brush                                | \$10,000.00         | \$9,480.34          | \$519.66              | \$0.00              | Recipient returned \$519.66 to Acctg. 1/9/06     |
| City of Midwest City/Police Department                    | Digital Cameras for CAO's                            | \$1,197.00          | \$1,196.00          | \$1.00                | \$0.00              | Recipient returned \$1.00 to Acctg. 1/18/05      |
| City of Midwest City/Police Department                    | Jail Entry Equipment                                 | \$2,400.00          | \$2,288.46          | \$111.54              | \$0.00              | Recipient returned \$111.54 to Acctg. 1/18/05    |
| Contact Crisis Helpline, Inc.                             | 24-hour Referral Hotline & Staff Program             | \$10,000.00         | \$10,000.00         |                       | \$0.00              |  |
| Eastern Oklahoma County Tourism Council                   | Star Spangled Salute                                 | \$30,000.00         | 7,223.47            | \$22,776.53           | \$0.00              | Recipient returned \$22,776.53 to Acctg. 2/15/05 |
| Holiday Lights Spectacular                                | Holiday Lights Display                               | \$25,000.00         | \$25,000.00         |                       | \$0.00              | Recipient paid overage 663.92                    |
| Leukemia & Lymphoma Society                               | Patient Services Eastern Oklahoma County             | \$5,000.00          | \$5,000.00          |                       | \$0.00              | Recipient paid overage 109.35                    |
| Literacy Link   | Educational Materials                                | \$2,464.00          | \$2,464.00          |                       | \$0.00              | Recipient paid overage \$48.46                   |
| Mid-Del Technology Center                                 | Electric Vehicle Demonstration                       | \$854.85            | \$854.85            |                       | \$0.00              | Recipient paid overage \$3,240.15                |
| Mid-Del Youth & Family Center, Inc.                       | Garden Shed, Mower & Equipment                       | \$6,200.00          | \$6,200.00          |                       | \$0.00              | Recipient paid overage \$335.97                  |
| Midwest City Chamber of Commerce                          | Youth Excel Leadership Program                       | \$4,000.00          | \$4,000.00          |                       | \$0.00              | Recipient paid overage \$125.32                  |
| Midwest City Chamber of Commerce                          | Complete & Construct New Facility                    | \$50,000.00         | \$50,000.00         |                       | \$0.00              | Recipient paid overage \$13,356.49               |
| Midwest City Dr. M.L. King Jr. Prayer Breakfast Committee | Annual Prayer Breakfast                              | \$5,000.00          | \$5,000.00          |                       | \$0.00              | Recipient paid overage \$3,336.68                |
| Midwest City Dr. M.L. King Jr. Prayer Breakfast Committee | Diversity Workshops                                  | \$3,950.00          | \$3,894.00          | \$56.00               | \$0.00              | Recipient returned \$56.00 to Acctg. 3/9/05      |
| Midwest City High School/DECA                             | MWC High Flower Power Project                        | \$2,339.15          | \$2,282.59          | \$56.56               | \$0.00              | Recipient returned \$56.56 to Acctg. 3/7/05      |
| Midwest City Kiwanis Club                                 | Repair & Replace Pavilion Roof                       | \$26,000.00         | \$25,485.00         | \$515.00              | \$0.00              | Recipient returned \$515.00 to Acctg. 2/3/05     |
| Midwest City Optimist Club                                | Add Development Optimist Park                        | \$10,000.00         | \$10,000.00         |                       | \$0.00              | Recipient paid overage \$331.33                  |
| Midwest City Public Art Board                             | ARTOklahoma 2004                                     | \$2,140.00          | \$1,687.35          | \$452.65              | \$0.00              | Recipient returned \$452.65 to Acctg. 8/1/05     |
|   | <b>Total Award Amount</b>                            | <b>\$250,000.00</b> |                     |                       |                     |  |
|   | <b>Sub-Totals</b>                                    |                     | <b>\$225,505.52</b> | <b>\$24,494.48</b>    | <b>\$0.00</b>       |  |
|   |  |                     |                     |                       |                     |  |
|   | <b>Total FY 03-04 Grant Expenditures</b>             |                     |                     |                       | <b>\$225,505.52</b> |  |
|   | <b>Monies Returned to Hospital Authority Account</b> |                     |                     |                       | <b>\$24,494.48</b>  |  |
|   | <b>Total FY 03-04 Grant Monies Remaining</b>         |                     |                     |                       | <b>\$0.00</b>       |  |
|   | <b>Totaling</b>                                      |                     |                     |                       | <b>\$250,000.00</b> |  |



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

| <b>GRANT RECIPIENT</b>   | <b>PURCHASE ITEM</b>                                 | <b>AWARD AMOUNT</b> | <b>EXPENDITURES</b> | <b>MONEY RETURNED</b> | <b>BALANCE</b>      | <b>REMARKS</b>                              |
|--|--|---------------------|---------------------|-----------------------|---------------------|---|
| Choctaw Park Foundation  | Veterans Memorial @ Choctaw                          | \$5,000.00          | \$5,000.00          |                       | \$0.00              | Recipient paid overage \$3,850.25           |
| City of Midwest City/Development Services Dept.                | Comprehensive Plan                                   | \$50,000.00         | \$50,000.00         |                       | \$0.00              |   |
| City of Midwest City/Fire Department                           | Risk Watch Program                                   | \$10,860.39         | \$10,860.39         |                       | \$0.00              | Recipient paid overage \$140.02             |
| City of Midwest City/Fire Department                           | Thermal Imaging Camera                               | \$25,800.00         | \$25,800.00         |                       | \$0.00              |   |
| City of Midwest City/Fire Department                           | Rapid Intervention System                            | \$4,500.00          | \$4,500.00          |                       | \$0.00              |   |
| City of Midwest City/Grants Management Division                | Weed & Seed Program                                  | \$25,000.00         | \$25,000.00         |                       | \$0.00              | Recipient paid overage \$13,064.00          |
| City of Midwest City/Grants Management Division                | Business Incentive Program                           | \$107,328.76        | 107,328.76          |                       | \$0.00              | Recipient paid overage \$198,677.24         |
| City of Midwest City/Neighborhood Services Dept.               | Operation Paintbrush                                 | \$10,000.00         | \$10,000.00         |                       | \$0.00              |   |
| City of Midwest City/Neighborhood Services Dept.               | Neighborhood Gatherings & Cleanups                   | \$20,000.00         | \$20,000.00         |                       | \$0.00              |   |
| City of Midwest City/Street Department                         | Crutcho Creek Nature Trail Bridge                    | \$25,000.00         | \$17,177.77         | \$7,822.23            | \$0.00              | Recipient returned \$7,822.23 to Accounting |
| Crutcho Public Schools   | MWC Waterline Project                                | \$20,460.85         | \$20,460.85         |                       | \$0.00              |   |
| Del City Chamber of Commerce                                   | Del Quest Program                                    | \$3,400.00          | \$3,400.00          |                       | \$0.00              | Recipient paid overage \$83.26              |
| Holiday Lights Spectacular, Inc.                               | Displays, Tree Wraps, etc.                           | \$25,000.00         | \$25,000.00         |                       | \$0.00              | Recipient paid overage \$520.94             |
| Literacy Link  | Books, Office Equipment                              | \$3,040.00          | \$3,040.00          |                       | \$0.00              | Recipient paid overage \$160.06             |
| Mid-Del Schools  | Great Expectations Program                           | \$25,000.00         | \$24,424.47         | \$575.53              | \$0.00              | Recipient returned \$575.53 to Accounting   |
| Mid-Del Schools  | Stranger Danger Program                              | \$5,310.00          | \$5,310.00          |                       | \$0.00              |   |
| Mid-Del Youth & Family Center, Inc.                            | Four (4) Computers                                   | \$2,800.00          | \$2,790.40          | \$9.60                | \$0.00              | Recipient returned \$9.60 to Accounting     |
| Midwest City Chamber of Commerce                               | Youth Excel Program                                  | \$2,000.00          | \$2,000.00          |                       | \$0.00              | Recipient paid overage \$96.16              |
| Midwest City Community Playground Project                      | Replace Aging Playground Equipment/Regional Park     | \$75,000.00         | \$75,000.00         |                       | \$0.00              | Recipient paid overage \$89,524.82          |
| Midwest City Martin Luther King Jr. Prayer Breakfast Committee | Prayer Breakfast                                     | \$5,000.00          | \$5,000.00          |                       | \$0.00              | Recipient paid overage \$2,297.34           |
| Midwest City Martin Luther King Jr. Prayer Breakfast Committee | Workshops  | \$3,500.00          | \$951.90            | \$2,548.10            | \$0.00              | Recipient returned \$2,548.10 to Accounting |
| Midwest City Public Art Board                                  | ART Oklahoma 2003                                    | \$3,000.00          | \$2,940.22          | \$59.78               | \$0.00              | Recipient returned \$59.78 to Accounting    |
| Midwest City Public Library                                    | Large Print Materials & Shelving                     | \$3,000.00          | \$3,000.00          |                       | \$0.00              | Recipient paid overage \$3.39               |
| Midwest City Rotary Club                                       | Renovate Rotary Pavilion/Regional Park               | \$35,000.00         | \$30,211.42         | \$4,788.58            | \$0.00              | Recipient returned \$4,788.58 to Accounting |
| Tinker Inter-Tribal Council                                    | Establish Annual MWC Pow Wow                         | \$5,000.00          | \$5,000.00          |                       | \$0.00              | Recipient paid overage \$951.32             |
|  | <b>Total Award Amount</b>                            | <b>\$500,000.00</b> |                     |                       |                     |   |
|  | <b>Sub-Totals</b>                                    |                     | <b>\$484,196.18</b> | <b>\$15,803.82</b>    | <b>\$0.00</b>       |   |
|  | <b>Total FY 02-03 Grant Expenditures</b>             |                     |                     |                       | <b>\$484,196.18</b> |   |
|  | <b>Monies Returned to Hospital Authority Account</b> |                     |                     |                       | <b>\$15,803.82</b>  |   |
|  | <b>Total FY 02-03 Grant Monies Remaining</b>         |                     |                     |                       | <b>\$0.00</b>       |   |
|  | <b>Totaling</b>                                      |                     |                     |                       | <b>\$500,000.00</b> |   |

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

| <b>GRANT RECIPIENT</b>                                  | <b>PURCHASE ITEM</b>                                 | <b>AWARD AMOUNT</b> | <b>EXPENDITURES</b> | <b>MONEY RETURNED</b> | <b>BALANCE</b>      | <b>REMARKS</b>                                    |
|---|--|---------------------|---------------------|-----------------------|---------------------|---|
| City of Midwest City/EOC                                | Lightning Protection for 8 Sirens                    | \$11,385.00         | \$9,604.00          | \$1,781.00            | \$0.00              | Recipient returned \$1,781.00 to Accounting 11/02 |
| City of Midwest City/Fire Department                    | Hazardous Material Training                          | \$32,191.03         | \$32,191.03         |                       | \$0.00              | Recipient paid overage \$1,594.97                 |
| City of Midwest City/John Conrad Golf Course            | Modernization of Golf Course                         | \$10,000.00         | \$7,877.13          | \$2,122.87            | \$0.00              | Recipient returned \$2,122.87 to Accounting 7/03  |
| City of Midwest City/MIS                                | Network/Overhead Projector                           | \$17,400.00         | \$17,400.00         |                       | \$0.00              | Recipient paid overage \$39.25                    |
| City of Midwest City/Neighborhood Services Dept.        | Operation Paintbrush                                 | \$7,500.00          | \$7,326.74          | \$173.26              | \$0.00              | Recipient returned \$173.26 to Accounting 2/03    |
| City of Midwest City/Neighborhood Services Dept.        | Neighborhood Gatherings & Cleanups                   | \$20,000.00         | \$19,917.72         | \$82.28               | \$0.00              | Recipient returned \$82.28 to Accounting 2/03     |
| City of Midwest City/PWA                                | Fitness Program                                      | \$21,000.00         | \$18,361.27         | \$2,638.73            | \$0.00              | Recipient returned \$2,638.73 to Accounting 7/03  |
| Crutch Public Schools                                   | MWC Water Line Installation                          | \$12,119.15         | \$12,119.15         |                       | \$0.00              | Recipient paid overage \$20,460.85                |
| Holiday Lights Spectacular, Inc.                        | Upgrade Electrical System                            | \$40,000.00         | \$40,000.00         |                       | \$0.00              | Recipient paid overage \$367.00                   |
| Holy Family Name/Catholic Charities                     | Stove Hood & Fence                                   | \$13,527.00         | \$13,527.00         |                       | \$0.00              | Recipient paid overage \$201.00                   |
| Literacy Link   | Books, Office Equipment                              | \$2,303.80          | \$2,303.80          |                       | \$0.00              | Recipient paid overage \$36.04                    |
| Martin Luther King Jr. Prayer Breakfast Committee       | Prayer Breakfast                                     | \$5,000.00          | \$5,000.00          |                       | \$0.00              | Recipient paid overage \$227.07                   |
| Mid-Del Group Homes, Inc.                               | Pallet Jacket  | \$500.00            | \$381.63            | \$118.37              | \$0.00              | Recipient returned \$118.37 to Accounting 11/02   |
| Mid-Del Group Homes, Inc.                               | Building Addition                                    | \$50,000.00         | \$50,000.00         |                       | \$0.00              | Recipient paid overage \$25,412.56                |
| Mid-Del Schools   | Senior Link Program                                  | \$9,877.00          | \$9,224.18          | \$652.82              | \$0.00              | Recipient returned \$652.82 to Accounting 4/04    |
| Mid-Del Schools   | Great Expectations Program                           | \$25,000.00         | \$24,944.10         | \$55.90               | \$0.00              | Recipient returned \$55.90 to Accounting 12/03    |
| Mid-Del Youth & Family Center, Inc.                     | Nit Medical Supplies                                 | \$405.00            | \$405.00            |                       | \$0.00              | Recipient paid overage \$22.29                    |
| Mid-Del Youth & Family Center, Inc.                     | Loss Prevention WIA Youth Dev. Program               | \$737.00            | \$737.00            |                       | \$0.00              | Recipient paid overage \$46.37                    |
| Mid-Del Youth & Family Center, Inc.                     | Replace Roof Children's Shelter                      | \$9,306.46          | \$9,306.46          |                       | \$0.00              | Recipient paid overage \$439.27                   |
| Midwest Choral Society, Inc.                            | 2002 Concert Performances                            | \$1,000.00          | \$1,000.00          |                       | \$0.00              | Recipient paid overage \$4,294.19                 |
| Midwest City Chamber of Commerce                        | Youth Excel  | \$2,000.00          | \$2,000.00          |                       | \$0.00              | Recipient paid overage \$447.69                   |
| Midwest City Chamber of Commerce                        | Construct New Facility                               | \$50,000.00         | \$50,000.00         |                       | \$0.00              | Recipient paid overage \$50,433.50                |
| Midwest City Kiwanis Club                               | Landscaping Improvements Kiwanis Park                | \$9,459.56          | \$9,459.56          |                       | \$0.00              | Recipient paid overage \$224.57                   |
| Midwest City Public Art Board                           | Tents, etc., ARTOklahoma Event                       | \$9,875.00          | \$9,875.00          |                       | \$0.00              | Recipient paid overage \$231.16                   |
| Midwest City Public Library                             | Signage for Entrancesways                            | \$10,015.00         | \$8,863.30          | \$1,151.70            | \$0.00              | Recipient returned \$1,151.70 to Accounting 7/03  |
| Midwest City Rotary Club #5750                          | U.S. Flag Project                                    | \$15,000.00         | \$14,664.79         | \$335.21              | \$0.00              | Recipient returned \$335.21 to Accounting 7/03    |
| Mission Mid-Del, Inc.                                   | 15-Passenger Van                                     | \$24,000.00         | \$24,000.00         |                       | \$0.00              | Recipient paid overage \$743.00                   |
| Retired Senior Volunteer Program Central Oklahoma, Inc. | Blues Program  | \$9,600.00          | \$9,600.00          |                       | \$0.00              | Recipient paid overage \$306.33                   |
| Studio Mid-Del, Inc.                                    | Construct Facility                                   | \$50,000.00         | \$50,000.00         |                       | \$0.00              | Recipient paid overage \$1,003.00                 |
| YWCA of Oklahoma City                                   | SANE Program   | \$30,799.00         | \$30,799.00         |                       | \$0.00              | Recipient paid overage \$1,704.08                 |
|   | <b>Total Award Amount</b>                            | <b>\$500,000.00</b> |                     |                       |                     |   |
|   | <b>Sub-Totals</b>                                    |                     | <b>\$490,887.86</b> | <b>\$9,112.14</b>     | <b>\$0.00</b>       |   |
|   |  |                     |                     |                       |                     |   |
|   | <b>Total FY 01-02 Grant Expenditures</b>             |                     |                     |                       | <b>\$490,887.86</b> |   |
|   | <b>Monies Returned to Hospital Authority Account</b> |                     |                     |                       | <b>\$9,112.14</b>   |   |
|   | <b>Total FY 01-02 Grant Monies Remaining</b>         |                     |                     |                       | <b>\$0.00</b>       |   |
|   | <b>Totaling</b>                                      |                     |                     |                       | <b>\$500,000.00</b> |   |

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

| <b>GRANT RECIPIENT</b>                            | <b>PURCHASE ITEM</b>                                 | <b>AWARD AMOUNT</b> | <b>EXPENDITURES</b> | <b>MONEY RETURNED</b> | <b>BALANCE</b>      | <b>REMARKS</b>  |
|---|--|---------------------|---------------------|-----------------------|---------------------|---|
| Catholic Charities/Holy Family Name               | Van  | \$10,000.00         | \$10,000.00         |                       | \$0.00              | Recipient paid overage \$10,300.00                        |
| Central Oklahoma Habitat for Humanity             | Construct 10 homes                                   | \$70,000.00         | \$70,000.00         |                       | \$0.00              | Recipient paid overage \$41,616.23                        |
| City of Midwest City/Fire Department              | Pulse Oximetry, etc.                                 | \$6,472.50          | \$6,465.25          | \$7.25                | \$0.00              |   |
| City of Midwest City/Fire Department              | Fire Safety Libraries (10)                           | \$3,000.00          | \$2,999.56          | \$0.44                | \$0.00              | Recipient returned monies to Accounting office 5/01       |
| City of Midwest City/John Conrad Golf Course      | Clubhouse Upgrade                                    | \$85,000.00         | \$85,000.00         |                       | \$0.00              | Recipient paid overage \$5,675.00                         |
| City of Midwest City/Municipal Golf Course        | Gazebos  | \$12,900.00         | \$12,900.00         |                       | \$0.00              |   |
| City of Midwest City/Neighborhood Services        | Operation Paintbrush                                 | \$7,500.00          | 7,283.55            | \$216.45              | \$0.00              | Recipient returned monies to Accounting office 2/02       |
| City of Midwest City/Police Department            | Audio/Recorders/Equipment for Jail                   | \$4,092.50          | \$4,092.50          |                       | \$0.00              |   |
| City of Midwest City/Police Department            | Camera/Microphone/Equipment for Jail                 | \$5,218.60          | \$5,177.05          | \$41.55               | \$0.00              | Recipient returned monies to Accounting office 8/01       |
| City of Midwest City/Police Department            | Mats/Physical Skills Employee Training               | \$2,400.00          | \$2,148.33          | \$251.67              | \$0.00              | Recipient returned monies to Accounting office 6/01       |
| City of Midwest City/Police Department            | Sexual Assault Nurse Examiner (SANE)                 | \$18,345.00         | \$0.00              | \$18,345.00           | \$0.00              | Recipient returned monies to Accounting office 9/01       |
| City of Midwest City/Police Department            | Voice Messaging Notification System                  | \$27,400.00         | \$26,816.98         | \$583.02              | \$0.00              | Recipient returned monies to Accounting office 1/02       |
| City of Midwest City/Soldier Creek Nature Trail   | South Trail Upgrade w/Hard Surface                   | \$23,400.00         | \$23,400.00         |                       | \$0.00              | Recipient paid overage \$4,746.99                         |
| City of Midwest City/Soldier Creek Nature Trail   | Bird Watcher's Lane                                  | \$9,466.76          | \$7,613.95          | \$1,852.81            | \$0.00              | Recipient returned monies to Accounting office 8/02       |
| City of Midwest City/Street Department            | Tree Spade   | \$18,100.00         | \$18,100.00         |                       | \$0.00              | Recipient paid overage \$36.16                            |
| Holiday Lights Spectacular, Inc.                  | Upgrade Electric System                              | \$25,000.00         | \$25,000.00         |                       | \$0.00              | Recipient paid overage \$7,484.00                         |
| Literacy Link                                     | Reading & Writing Materials                          | \$3,008.04          | \$3,008.04          |                       | \$0.00              | Recipient paid overage \$8.66                             |
| Mid-Del Congress of Parents & Teachers            | Clothing Room  | \$2,000.00          | \$2,000.00          |                       | \$0.00              | Recipient paid overage \$6.38                             |
| Mid-Del Group Homes, Inc.                         | Forklift   | \$10,000.00         | \$9,804.45          | \$195.55              | \$0.00              | Recipient returned monies to Accounting office 12/01      |
| Mid-Del Schools Academic Center                   | Outdoor Classroom                                    | \$5,840.00          | \$5,840.00          |                       | \$0.00              | Recipient paid overage \$10.85                            |
| Mid-Del Technology Center                         | Neighborhood Electric Vehicle Demo. Project          | \$7,108.00          | \$7,108.00          |                       | \$0.00              | Recipient paid overage \$1,581.00                         |
| Mid-Del Youth & Family Center, Inc.               | Computer   | \$1,457.83          | \$1,457.83          |                       | \$0.00              | Recipient paid overage \$47.30                            |
| Mid-Del Youth & Family Center, Inc.               | Safe Place Program                                   | \$6,190.53          | \$2,840.98          | \$3,349.55            | \$0.00              | Recipient returned \$3,349.55 to Accounting office 4/9/02 |
| Mid-Del Youth & Family Center, Inc.               | Curriculum Second Step Program                       | \$505.00            | \$505.00            |                       | \$0.00              | Recipient paid overage \$132.72                           |
| Mid-Del Youth & Family Center, Inc.               | Storage Building                                     | \$2,443.18          | \$2,418.76          | \$24.42               | \$0.00              | Recipient returned \$24.42 to Accounting office 4/9/02    |
| Mid-Del Youth & Family Center, Inc.               | Type and Talk Translator                             | \$378.26            | \$0.00              | \$378.26              | \$0.00              | Recipient returned \$378.26 to Accounting office 4/9/02   |
| Mid-Del Youth & Family Center, Inc.               | Prevention Youth Violence Program                    | \$1,985.00          | \$0.00              | \$1,985.00            | \$0.00              | Recipient returned \$1,985.00 to Accounting office 4/9/02 |
| Midwest City High School Museum, Inc.             | Museum   | \$10,000.00         | \$10,000.00         |                       | \$0.00              | Recipient paid overage \$194.00                           |
| Midwest City Tree Board                           | Irrigation system/Adair Boulevard median             | \$38,878.80         | \$38,789.95         | \$88.85               | \$0.00              | Recipient returned \$88.85 to Accounting office 4/02      |
| MWC Martin Luther King Jr. Prayer Breakfast Comm. | Prayer Breakfast                                     | \$5,000.00          | \$5,000.00          |                       | \$0.00              | Recipient paid overage \$1,263.45                         |
| OK Country Soccer Club                            | Marquee signs (2), additional seating & benches      | \$18,910.00         | \$18,910.00         |                       | \$0.00              | Recipient paid overage \$275.20                           |
| Studio Mid-Del, Inc.                              | Build New Facility                                   | \$50,000.00         | \$50,000.00         |                       | \$0.00              | Building Fund account "seed money"                        |
| United Scottish Clans of Oklahoma, Inc.           | United Scottish Clans Festival                       | \$8,000.00          | \$8,000.00          |                       | \$0.00              | Recipient paid overage \$5,698.49                         |
|   | <b>Total Award Amount</b>                            | <b>\$500,000.00</b> |                     |                       |                     |   |
|   | <b>Sub-Totals</b>                                    |                     | <b>\$472,680.18</b> | <b>\$27,319.82</b>    | <b>\$0.00</b>       |   |
|   |  |                     |                     |                       |                     |   |
|   | <b>Total FY 00-01 Grant Expenditures</b>             |                     |                     |                       | <b>\$472,680.18</b> |   |
|   | <b>Monies Returned to Hospital Authority Account</b> |                     |                     |                       | <b>\$27,319.82</b>  |   |
|   | <b>Total FY 00-01 Grant Monies Remaining</b>         |                     |                     |                       | <b>\$0.00</b>       |   |
|   | <b>Totaling</b>                                      |                     |                     |                       | <b>\$500,000.00</b> | 195   |

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

| <b>GRANT RECIPIENT</b>                          | <b>PURCHASE ITEM</b>                          | <b>AWARD AMOUNT</b> | <b>EXPENDITURES</b> | <b>MONEY RETURNED</b> | <b>BALANCE</b>      | <b>REMARKS</b>                                       |
|---|---|---------------------|---------------------|-----------------------|---------------------|--|
| Central Okla. Habitat for Humanity              | Construct 8 houses                            | \$56,000.00         | \$56,000.00         |                       | \$0.00              | Recipient paid overage \$17,548.38                   |
| City of Midwest City                            | Irrigation system                             | \$30,000.00         | \$30,000.00         |                       | \$0.00              | Recipient paid overage \$31,755.00                   |
| City of Midwest City/EOC                        | Replace 8 emergency warning sirens            | \$58,440.00         | \$58,440.00         |                       | \$0.00              | Recipient paid overage \$44,260.90                   |
| City of Midwest City/Fire Department            | Directional Arrow Bar                         | \$7,456.00          | \$7,448.71          | \$7.29                | \$0.00              | Recipient returned \$7.29 to accounting office 2/01  |
| City of Midwest City/Holiday Lights Spectacular | Holiday Display                               | \$791.27            | \$791.27            |                       | \$0.00              | Recipient paid overage \$7,335.73                    |
| City of Midwest City/Holiday Lights Spectacular | Storage Building                              | \$40,000.00         | \$40,000.00         |                       | \$0.00              | Recipient paid overage \$2,050.00                    |
| City of Midwest City/MIS Department             | WAN/LAN Computer Interface                    | \$48,000.00         | \$43,833.74         | \$4,166.26            | \$0.00              | Recipient returned monies to accounting office 11/01 |
| City of Midwest City/Parks & Recreation         | Pavilion/restroom Project                     | \$99,310.00         | \$99,310.00         |                       | \$0.00              | Recipient paid overage \$359.20                      |
| City of Midwest City/Police Department          | 12 sets Turbo Flares                          | \$5,548.20          | \$5,548.20          |                       | \$0.00              |  |
| City of Midwest City/Soldier Creek Nature Trail | Present Trail enhancements                    | \$40,750.00         | \$40,750.00         |                       | \$0.00              | Recipient paid overage \$11,215.78                   |
| Literacy Link                                   | Reading & writing materials                   | \$2,446.53          | \$2,446.53          |                       | \$0.00              | Recipient paid overage \$4.15                        |
| Mid-Del Group Homes                             | Van   | \$12,500.00         | \$12,500.00         |                       | \$0.00              | Recipient paid overage \$13,529.60                   |
| Mid-Del Public Schools Foundation, Inc.         | Biology/Math project                          | \$4,500.00          | \$4,500.00          |                       | \$0.00              | Recipient paid overage \$27.72                       |
| Mid-Del Youth & Family Center, Inc.             | Replace 3 sofas Children's Shelter            | \$600.00            | \$600.00            |                       | \$0.00              |  |
| Mid-Del Youth & Family Center, Inc.             | Replace various appliances Childrens Shelter  | \$4,553.00          | \$4,553.00          |                       | \$0.00              |  |
| Mid-Del Youth & Family Center, Inc.             | Network/juvenile offenders                    | \$6,605.00          | \$6,605.00          |                       | \$0.00              |  |
| Midwest City Amateur Athletic Assoc.            | Boxing facility                               | \$48,000.00         | \$0.00              | \$48,000.00           | \$0.00              | Recipient returned check to accounting office 7/00   |
| Midwest City Chamber of Commerce                | Business/Industrial Park                      | \$25,000.00         | \$0.00              | \$25,000.00           | \$0.00              | Recipient returned monies to accounting office 2/01  |
| Midwest City Chamber of Commerce                | Youth Excel Program                           | \$1,500.00          | \$1,500.00          |                       | \$0.00              | Recipient paid overage \$19.15                       |
| United Scottish Clans of Oklahoma               | United Scottish Clans Festival                | \$8,000.00          | \$8,000.00          |                       | \$0.00              | Recipient paid overage \$11,061.73                   |
|   | <b>Total Award Amount</b>                     | <b>\$500,000.00</b> |                     |                       |                     |  |
|   | <b>Sub-Totals</b>                             |                     | <b>\$422,826.45</b> | <b>\$77,173.55</b>    | <b>\$0.00</b>       |  |
|   |   |                     |                     |                       |                     |  |
|   | Total FY 99-00 Grant Expenditures             |                     |                     |                       | <b>\$422,826.45</b> |  |
|   | Monies Returned to Hospital Authority Account |                     |                     |                       | <b>\$77,173.55</b>  |  |
|   | Total FY 99-00 Grant Monies Remaining         |                     |                     |                       | <b>\$0.00</b>       |  |
|   | Totaling                                      |                     |                     |                       | <b>\$500,000.00</b> |  |

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

| <b>GRANT RECIPIENT</b>                    | <b>PURCHASE ITEM</b>                                 | <b>AWARD AMOUNT</b> | <b>EXPENDITURES</b> | <b>MONEY RETURNED</b> | <b>BALANCE</b>      | <b>REMARKS</b>  |
|---|--|---------------------|---------------------|-----------------------|---------------------|---|
| MWC                                       | Downtown Development                                 | \$50,000.00         | \$50,000.00         |                       | \$0.00              | Recipient paid overage \$45.80  |
| MWC Fire Department                       | Projector  | \$7,281.00          | \$7,487.82          |                       | \$0.00              | \$206.82} Combined balances 2 grants = \$411.19 returned to accounting 8/00 |
| MWC Fire Department                       | Infrarad Camera                                      | \$20,805.00         | \$20,186.99         | \$411.19              | \$0.00              | -\$618.01}  |
| MWC John Conrad Golf Course               | Irrigation System                                    | \$55,000.00         | \$55,000.00         |                       | \$0.00              | Recipient paid overage \$25,213.64  |
| MWC Municipal Golf Course                 | Fencing, Carpet                                      | \$19,020.00         | \$19,020.00         |                       | \$0.00              | Recipient paid overage \$2,887.67   |
| MWC Soldier Creek                         | Nature Trail   | \$28,103.00         | \$23,986.08         | \$4,116.92            | \$0.00              | \$4,116.92 balance returned to accounting 8/00                              |
| Holiday Lights Spectacular                | Light Display  | \$15,000.00         | \$15,000.00         |                       | \$0.00              | Recipient paid overage \$1,148.56   |
| MWC Senior Advisory Committee             | Van  | \$40,000.00         | \$40,000.00         |                       | \$0.00              | Recipient paid overage \$1,289.00   |
| Associated Catholic Charities             | Holy Family Home                                     | \$25,000.00         | \$25,000.00         |                       | \$0.00              | Recipient paid overage \$25,491.11  |
| Autumn House                              | Van  | \$26,452.00         | \$26,452.00         |                       | \$0.00              | Recipient paid overage \$21,447.78  |
| Carl Albert High School                   | Visual Arts Equipment                                | \$1,536.00          | \$1,536.00          |                       | \$0.00              | Recipient paid overage \$32.00  |
| Central Oklahoma Habitat for Humanity     | Homes built in MWC                                   | \$20,000.00         | \$20,000.00         |                       | \$0.00              | Recipient paid overage \$24,861.40  |
| Communication Connection "Dog Ears"       | 2 Dogs & Training for Hearing Impaired               | \$6,800.00          | \$5,894.16          | \$905.84              | \$0.00              | *\$905.84 balance returned to accounting 7/31/00                            |
| Literacy Link                             | Printer, educational material (books)                | \$3,658.00          | \$3,658.00          |                       | \$0.00              | Recipient paid overage \$0.18   |
| Mid-Del PTA Council                       | Clothing   | \$2,000.00          | \$2,000.00          |                       | \$0.00              | Recipient paid overage \$762.58   |
| Mid-Del Schools                           | Youth/Senior Citizens                                | \$12,894.00         | \$12,894.00         |                       | \$0.00              | Recipient paid overage \$567.40   |
| Mid-Del Youth & Family                    | Carpet, etc.   | \$7,950.00          | \$7,950.00          |                       | \$0.00              | \$1,167.37  |
| Mid-Del Youth & Family                    | Storm Shelter  | \$4,600.00          | \$4,600.00          |                       | \$0.00              | \$730.00/Combined balances 3 grants = \$959.63/Recipient paid overage       |
| Mid-Del Youth & Family                    | Building Renovation                                  | \$11,605.00         | \$11,605.00         |                       | \$0.00              | -\$2,857.00   |
| Midwest City Choral Society               | Musicians, etc.                                      | \$3,800.00          | \$3,800.00          |                       | \$0.00              | Recipient paid overage \$6.29   |
| MWC MLKing Jr. Prayer Breakfast Committee | Prayer Breakfast                                     | \$4,000.00          | \$4,000.00          |                       | \$0.00              | Recipient paid overage \$726.68   |
| OMNI Neighborhood Assoc.                  | Playground   | \$10,000.00         | \$9,926.63          | \$73.37               | \$0.00              | \$73.37 balance remaining returned to accounting 7/10/00                    |
| Optimist Club                             | Park   | \$10,000.00         | \$10,000.00         |                       | \$0.00              | Recipient paid overage \$6,250.00   |
| United Scottish Clans of Oklahoma         | Festival   | \$7,000.00          | \$7,000.00          |                       | \$0.00              | Recipient paid overage \$116.48   |
|   | <b>Total Award Amount</b>                            | <b>\$392,504.00</b> |                     |                       |                     |   |
|   | <b>Sub-Totals</b>                                    |                     | <b>\$386,996.68</b> | <b>\$5,507.32</b>     | <b>\$0.00</b>       |   |
|   |  |                     |                     |                       |                     |   |
|   | <b>Total FY 98-99 Grant Expenditure</b>              |                     |                     |                       | <b>\$386,996.68</b> |   |
|   | <b>Monies Returned to Hospital Authority Account</b> |                     |                     |                       | <b>\$5,507.32</b>   |   |
|   | <b>Total FY 98-99 Grant Monies Remaining</b>         |                     |                     |                       | <b>\$0.00</b>       |   |
|   | <b>Totaling</b>                                      |                     |                     |                       | <b>\$392,504.00</b> |   |

## MEMO

**To:** Hospital Authority Board of Grantors

**From:** Bert Norton, Fire Chief

**Date:** January 23, 2017

**Subject:** Discussion and consideration of approving the Midwest City Fire Departments' request for permission to change the awarded grant money from the fiscal year 2015-16.

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Dear Board of Grantors,

In fiscal year 2015-16, you may recall that you generously awarded the Fire Department grant funds in the amount of \$100,000. I am writing to request a change to the use of money awarded.

As indicated in our grant application, \$50,210 of the funds would be used to purchase the electronic accountability system that enables the ability to track firefighters while working inside structure fires.

In 2015-16, we also applied for a Federal grant "Assistance to Firefighters Grant" from FEMA. We have previously applied for this Federal grant and have high hopes of being a recipient this time. The Federal grant would be used to replace all of our current Self-Contained Breathing Apparatus (SCBA). As technology would have it, these new SCBAs now have electronic accountability systems built into them.

Thus, if we are awarded the Federal grant funds, we would not need to purchase the system described in our application to you and feel that it would not be good stewardship of the Hospital Authority Grant funds to purchase the obsolete accountability system.

Would you please consider allowing us to use the \$50, 210 for other highly desired purchases not reflected in our current grant application for the fiscal year 2016-17?

- Firefighting Helmets for \$21,484 – Currently, 40 out of the 82 helmets will expire next year with the remaining 42 helmets having different expiration dates based upon hire dates. The new style of helmet, we would like to use, features enhanced safety and a design that allows debris runoff to move away from the wearer. We would like to replace all helmets at the same time to remain uniform as a Department and increase all firefighter's personal protective gear.

- Wifi for the Fire Stations for \$12,043.86 – In an effort to reduce the cellular data usage we incur at five of our stations, we would like to install a wireless network (The Fire HQ is the only station with Wifi currently). Our iPads are a necessity as they are the lifeline of data from dispatch to the fire crews when responding to emergency calls. All our iPads have a data plan with them that requires a monthly service fee, but with the station Wifi we could eliminate that cost.
- Apple TVs for the Fire Stations for \$1,200 – To enhance our training plans known as Job Performance Requirements, we are asking for Apple TVs, dependent upon the Wifi. Some of the training plans feature videos and PowerPoint presentations. Currently, the firefighters gather around a single small computer monitor. With the Wifi and Apple TVs we could stream videos, PowerPoints, and lesson plans from the iPads to a television.
- Fire Marshal Truck Bed Cover for \$3,500 – The Fire Marshal truck was purchased with limited funds in 2015. Those funds did not allow us to add a cover for the bed to protect the tools and items needed for investigations from weather and theft. Further complicating the issue is that most investigation equipment must be kept out of the cab as to not contaminate the cab with carcinogens or they are too filthy. Many times the investigator may be out of sight of the vehicle during an investigation leaving valuable equipment at risk of theft.
- Administration Office Flooring Update/Nozzles and Hoses for \$11,982.14 – Station 1 was constructed in 1976 with cast iron plumbing. Over the last ten years, the plumbing has corroded and caused leaks that have accumulated in the administration area. As this is the area that all visitors must come through, we are requesting this funding to change the current stained carpet out for solid surface flooring that will be easier and more efficient for maintaining. We are awaiting a final quotes on the flooring and if they are less or considerably less, we would like to ask you for the option or ability of applying the remainder of the \$50,210 to purchase fire nozzles and/or 50' sections of firefighting hose.

Thank you for your consideration.



Bert Norton, Fire Chief



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

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*General Manager/  
Administrator*

*Trustees*

Matt Dukes  
Susan Eads  
Pat Byrne  
Rick Dawkins  
Sean Reed  
Christine Allen  
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Joyce Jackson  
Charles McDade  
Nancy Rice  
Sheila Rose

### MEMORANDUM

TO: Honorable Chairman and Trustees  
Midwest City Memorial Hospital Authority

FROM: Sara Hancock, Secretary

DATE: February 28, 2017

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

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Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed or changes need to be made to the Statement of Investment Policy on short notice.

Action is at the discretion of the Authority.

*Sara Hancock*

Sara Hancock, Secretary





NEW BUSINESS/  
PUBLIC DISCUSSION

