



MIDWEST CITY
MEETING AGENDAS FOR
May 09, 2017

MIDWEST CITY, OK



STAFF BRIEFING

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

May 09, 2017 – 6:00 PM

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 May 09, 2017.



CITY COUNCIL AGENDA

MIDWEST CITY, OK



EST 1942



CITY OF MIDWEST CITY COUNCIL AGENDA

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

May 09, 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 - Councilmember Eads
- Community-related Announcements
- Mayoral Proclamations: Police Recognition Week of May 15-21, 2017, Kids to Parks Day on May 20, 2017, and Public Works Appreciation Week of May 21-27, 2017

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 a proposed item with the Council, that item will be removed and heard in regular order.

1. Discussion and consideration of approving the minutes of the April 20, 2017 special meeting and the April 25, 2017 staff briefing and regular meeting, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: Reimbursed Projects Fund, revenue/Intergovernmental (05) \$24,000; expenses/Community Development (05) \$24,000. Technology Fund, revenue/Transfers In (14) \$4,800; expenses/General Government (14) \$4,800. Downtown Redevelopment Fund, expenses/29th Street (92) \$8,000. General Fund, expenses/Transfers Out (00) \$17,000. Juvenile Fund, revenue/Transfers In (00) \$17,000. Fleet Fund, revenue/Miscellaneous (00) \$3,265; expenses/Fleet (25) \$3,265. (Finance - C. Barron)
3. Discussion and consideration of entering into an administrative service contract with Consolidated Benefits Resources to provide claims services for the City of Midwest City's workers compensation program and general liability program for the 2017-2018 fiscal year for the amount of \$42,000 per year. (City Manager - T. Lyon)
4. Discussion and consideration of approving the management representation letters to Grant Thornton LLP and accepting the associated Combined Financial Statements and Report of Certified Public Accountants of Sooner Town Center (STC), LLC, and STC Lowe's LLC; STC II, LLC; and STC III, LLC for calendar years ending December 31, 2014 and December 31, 2015. (City Manager - G. Henson)

5. Discussion and consideration of approving and entering into a contract in an amount not to exceed \$2,000.00 beginning June 19, 2017 of fiscal year 2016-17 and ending July 21, 2017 of fiscal year 2017-18 with Crutcho Public School to establish the terms and conditions under which Crutcho Public School will provide a school bus and driver for Neighborhoods in Action Youth Summer Camp. (Neighborhood Services - M. Stroh)
6. Discussion and consideration of approving and entering into a contract in an amount not to exceed \$6,500.00 beginning June 19, 2017 of fiscal year 2016-17 and ending July 21, 2017 of fiscal year 2017-18 with THICK DESCRIPTIONS to establish the terms and conditions under which THICK DESCRIPTIONS will provide an extended week long S.T.E.A.M. (Science, Technology, Engineering, Anthropology, and Math) camp to Neighborhoods in Action Youth Summer Camp participants. (Neighborhood Services - M. Stroh)
7. Discussion and consideration of renewing an agreement with the City of Choctaw to provide emergency animal control services for fiscal year 2017-18. (Police - B. Clabes)
8. Discussion and consideration of renewing an agreement with the Oklahoma Humane Place Spay/Neuter Clinic to perform veterinary services associated with the Adopt-A-Pet program for fiscal year 2017-2018. (Police - B. Clabes)
9. Discussion and consideration of renewing the Jail Services Agreement for fiscal year 2017-18 with the City of Choctaw, to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$58.00 per day, plus a \$25.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours. (Police - B. Clabes)
10. Discussion and consideration of renewing the agreement with the City of Choctaw for animal care services for fiscal year 2017-18. (Police - B. Clabes)
11. Discussion and consideration of approving and entering into an agreement with Reno Animal Hospital, who are electing to offer free services to adopted animals, in conjunction with the Adopt-A-Pet program for fiscal year 2017-18. (Police - B. Clabes)
12. Discussion and consideration of renewing agreement with Midwest Veterinary Hospital in conjunction with the Adopt-A-Pet program for fiscal year 2017-18. (Police - B. Clabes)
13. Discussion and consideration of approving and entering into an agreement with Western Enterprises, Inc. in the amount of \$24,000 to provide a fireworks production for the 4th of July celebration (Tribute to Liberty) at Joe B. Barnes Regional Park on July 4, 2017. (Parks and Recreation - F. Gilles)
14. Discussion and Consideration of granting a Perpetual Easement to the State of Oklahoma at the Southeast corner of I-40 and Sooner Road in the Sooner Park area of the Plat of Aviation Acres subdivision within the corporate Boundaries of Midwest City in the Northwest Quarter (NW/4) of Section Nine (9) Township Eleven (11) North Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma. (Community Development - B. Harless)

15. Discussion and consideration of accepting maintenance bonds from H&H Plumbing and Utilities, Inc. in the amount of \$1,602.00. (Community Development - P. Menefee)
16. Discussion and consideration of approving and entering into an agreement with Mid-Del Group Home for FY 17/18 to provide cleaning at various park pavilions and for litter pick up around Midwest City. (Parks and Recreation - F. Gilles)
17. Discussion and consideration of reappointing Tammy Cook and Cy Valanejad to serve additional 3-year terms on the Board of Adjustment. (Community Development - B. Harless)
18. Discussion and consideration of declaring as surplus the items of found property and seized non-drug evidence on the attached list, and authorizing their disposal through sealed bid or public auction, or destruction in the case of items posing a threat to the general safety of the general public. (Police - B. Clabes)

D. DISCUSSION ITEMS.

1. Discussion and consideration of approving and passing an ordinance amending Chapter 30, Parks and Recreation, of the Midwest City Code, Article IV, In General, by amending Section 30-46(a) and (b), Golf course rates; establishing an effective date; and providing for repealer and severability. (This item was on further information on the April 25, 2017 City Council agenda.) (Public Works - V. Sullivan)
2. Discussion and consideration of approving and passing an ordinance amending Chapter 30, Parks and Recreation, of the Midwest City Code, Article I, In General, by amending Section 30-1(c), Park hours, posting signs, trespass, disorderly conduct; penalty; establishing an effective date; and providing for repealer and severability (This item was under Further Information on the April 25, 2017 agenda). (Public Works - V. Sullivan)
3. Discussion and consideration of approving and passing an ordinance amending Chapter 25, Municipal Court, of the Midwest City Code, Article I, General Provisions, of the Midwest City Code, by Adding a New Section 25-45, Expungement Fee, Providing for an Effective Date, Providing for Severability, and Providing for Repealer. (Court - Mary Ann Karns)
4. Discussion and consideration of approving the Termination of the Sewer and Water Agreement with the Yes Companies EXP, LLC for the water and sewer service provided to the Timberland Mobile Home Park property east of the corporate limits of the City of Midwest City. (Community Development - P. Menefee)
5. Discussion and consideration of reporting on the status, condition, progress or recommendations concerning the latest evaluation of Heritage Park Mall located at 6801 East Reno. (Community Development - B. Harless)
6. Discussion of the refinancing of the Town Center Redevelopment Project. (City Manager - G. Henson)

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(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session.
2. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session. (City Manager - G. Henson)

G. FURTHER INFORMATION.

1. Discussion and Consideration of an Ordinance amending Section 25-40 of the Municipal Code, increasing the Technology Fee to \$45.00 from \$40.00, and providing for effective date, severability and repealer. (Court - Mary Ann Karns)
2. Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 18, Garbage and Refuse, by amending Article II, Municipal Collection and Disposal Service, Section 18-25, Container Required; Duty to Use; Section 18-26 (c), Sanitation Containers at Commercial Establishments; Section 18-27(a), Residential Service Fees; Section 18-28, Business and Commercial Service Fees; Setting an effective Date; and providing for repealer and severability. (Public Works - R. Paul Streets)
3. Discussion and consideration of ordinance amending Chapter 24, Motor Vehicles and Traffic of the City of Midwest City code, Article II, Administration and Enforcement, Division 2, Vehicle Impoundment, Section 24-47(b), Duration, Release, Impoundment Fee; Providing for repealer and severability and establishing an effective date. (Police - B. Clabes)

H. ADJOURNMENT.



CONSENT AGENDA



Notice of this special Midwest City Council meeting was filed with the City Clerk of Midwest City 48 hours prior to the meeting and copies of the agenda 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 MIDWEST CITY COUNCIL MEETING

April 20, 2017 – 5:30 p.m.

This special 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, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: Rick Dawkins and Sean Reed.

Mayor Dukes called the meeting to order at 5:32 p.m.

Discussion Items.

1. **Discussion and consideration of a resolution approving, consenting and agreeing to an amendment to the Trust Indenture of the Midwest City Memorial Hospital Authority, a public trust, as contained in the amended and restated trust indenture, and accepting beneficial interest in the trust. (Presentation By Dan McMahan, Representing the City of Midwest City, OK.)**

Byrne made a motion to approve Resolution 2017-14, seconded by Allen. Voting aye: Eads, Byrne, Allen, Moore and Mayor Dukes. Nay: none. Absent: Dawkins and Reed. Motion carried.

2. **Discussion and consideration of 1) approving and entering into an Economic Development Agreement with Midwest City Warren Theatre, Inc. and the City of Midwest City in the approximate amount of \$11,100,000 and other good and valuable consideration, to establish the terms and conditions under which the parties will participate in the development of approximately 16.6233 acres located on the northwest corner of Buena Vista Avenue and SE 15th Street; and 2) and authorizing the Mayor and/or the City Manager to enter into such other agreements and execute such other documents as may be necessary or appropriate to effect the provisions of the Agreement.**

Dan McMahan, 528 NW 12th St, OKC; Bob Sterns, CEO of Sooner Investment, 5350 S Western Ave # 213, OKC; and Staff spoke with Council. After much discussion Byrne made a motion to approve and enter into an agreement with Warren Theatre, Inc. and to authorize the City Manager to execute necessary provisions, seconded by Allen.

Council member Eads requested a recess at 6:06 p.m. The Mayor resumed the meeting at 6:15 p.m.

Voting aye: Eads, Byrne, Allen, and Mayor Dukes. Nay: Moore. Absent: Dawkins and Reed. Motion carried.


3. **Discussion and consideration of 1) approving and entering into an Economic Development Agreement with Sooner Investment Group, Inc. and the City of Midwest City in the approximate amount of \$3,800,000 and other good and valuable consideration, to establish the terms and conditions under which the parties will participate in the purchase and in redevelopment of approximately 14.5 acres located on the north side of SE 15th Street between South Sooner Road and Buena Vista Avenue; and 2) and authorizing the chairman and/or the general manager/ administrator to enter into such other agreements and execute such other documents as may be necessary or appropriate to effect the provisions of the Agreement.**

Byrne made a motion to approve and enter into an agreement with Sooner Investment Group, Inc. and to authorize the City Manager to execute necessary provisions, seconded by Allen. Voting aye: Eads, Byrne, Allen, and Mayor Dukes. Nay: Moore. Absent: Dawkins and Reed. Motion carried.

Adjournment. There being no further business, Mayor Dukes adjourned the meeting at 6:17 p.m.

ATTEST:


SARA HANCOCK, City Clerk


MATTHEW D. DUKES, II, Mayor

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

April 25, 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, Pat Byrne, Rick Dawkins, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: Susan Eads and Sean Reed.

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 April 25, 2017. Staff briefed the councilmembers on various items on the agenda, and the councilmembers sought clarification and discussed individual agenda items with staff.

Mayor Dukes closed the meeting at 7:00 p.m.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

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

MINUTES OF THE REGULAR MIDWEST CITY COUNCIL MEETING

April 25, 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, Pat Byrne, Rick Dawkins, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: Susan Eads and Sean Reed.

Mayor Dukes called the meeting to order at 7:10 p.m.

Opening Business. The meeting opened with the invocation by Public Works Director Vaughn Sullivan, followed by the Pledge of Allegiance led by Councilmember Moore. The Mayor made community related announcements and comments, and then presented a proclamation to Kelly McGlasson for his life-saving actions and read another for Fair Housing Month.

Consent Agenda. Motion was made by Dawkins, seconded by Moore, to approve the items on the Consent Agenda except items 8 and 14, as submitted.

1. Discussion and consideration of approving the minutes of the April 11, 2017 staff briefing and regular meeting, as submitted.
2. Discussion and consideration of accepting the City Manager's Report for the month of March, 2017.
3. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: Reimbursed Projects Fund, revenue/Miscellaneous (06) \$10,000; expenses/ Park & Rec (06) \$10,000. Capital Improvements Fund, expenses/Transfers Out (00) \$740,000; CDBG Fund, expenses/Transfers Out (39) \$9,130; Grants/Housing Activities Fund, revenues/ Transfers In (37) \$3,641. General Fund, revenue/Transfers In (00) \$5,489. Police Fund, revenue/ Miscellaneous (00) \$1,025; expenses/Police (62) \$1,025.
4. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.
5. Discussion and consideration of renewing the Consulting Agreement with Gallagher Benefit Services Inc. in the amount of \$55,560 to include the coordination and management of benefit services, serving as the liaison with PlanSource to provide an electronic platform for streamlining benefit enrollments and information, and for the coordination and management of the Section 125 Flexible Spending Plan (Cafeteria Plan) with Discovery Benefits for the 2017-18 fiscal year.
6. Discussion and consideration of renewing, for the Fiscal Year 2017/2018, the Blue Cross and Blue Shield COBRA contract in the amount of \$75.00 per month administration fees, \$10.00 per month for each participant and a \$10.00 notification fee per participant.
7. Discussion and consideration of revising the current Administrative Services Agreement with Health Care Services Corporation to provide administrative services for the Employee Health Benefits Plan for the fiscal year 2016/2017 to clarify the eligibility language of the Health Plan.

8. **Discussion and consideration of authorizing and entering into a Supplemental and Modification Agreement to the Original Engineering Contract for Federal-aid Railroad Project Number RRCS-255N(410)CS, State Job Number 32589(23), with the Oklahoma Department of Transportation in the total supplemental amount of \$3780.46 to reconstruct and signalize the railroad crossing located on Douglas Boulevard, between N.E. 10th Street and N.E. 23rd Street.** Dawkins made a motion to authorize and enter into the agreement, as submitted, seconded by Allen. Voting aye: Byrne, Dawkins, Allen, Moore and Mayor Dukes. Nay: none. Absent: Eads and Reed. Motion carried.
9. Discussion and consideration of approval of Resolution 2017-17 for the following project's consideration of selection for the Transportation Alternatives Program: Palmer Loop East running between S.E. 15th Street and S.E. 29th Street.
10. Discussion and consideration of approval of Resolution 2017-18 for the following project's consideration of selection for the Transportation Alternatives Program: Replacement of three obsolete bridges with historical truss bridges, one located in Tom Poore Park and two located in Joe B. Barnes Regional Park.
11. Discussion and consideration of approval of Resolution 2017-19 for the following project's consideration of selection for the Transportation Alternatives Program: Rail with Trail segment between Maple Drive and Air Depot Boulevard.
12. Discussion and consideration of approval of Resolution 2017-20 for the following project's consideration of selection for the Transportation Alternatives Program: Rail with Trail segment between Air Depot Boulevard and Quinlan Park.
13. Discussion and consideration of approval of Resolution 2017-21 for the following project's consideration of selection for the Transportation Alternatives Program: Rail with Trail segment between Quinlan Park and Sooner Road.
14. **Discussion and consideration of authorizing and entering into a Supplemental and Modification Agreement to the Original Engineering Contract for Federal-aid Railroad Project Number RRCS-255B(411)CS, State Job Number 32589(24), with the Oklahoma Department of Transportation in the total reduced supplemental amount of -\$3,779.54 to reconstruct and signalize the railroad crossing located on Midwest Boulevard, between N.E. 10th Street and N.E. 23rd Street.** Dawkins made a motion to authorize and enter into the agreement, as submitted, seconded by Allen. Voting aye: Byrne, Dawkins, Allen, Moore and Mayor Dukes. Nay: none. Absent: Eads and Reed. Motion carried.
15. Discussion and consideration of the acceptance of and making a matter of record Permit No. WL000055170084 from the State Department of Environmental Quality for the Forest Glen North Addition, Section 3, Water Line Extension, Midwest City, Oklahoma.
16. Discussion and consideration of awarding the bid to and entering into a contract with Holland Backhoe, Inc. in the amount of \$84,370.00 for the S.E. 10th Street and Meade Drive Waterline Project.
17. Discussion and consideration of renewing a contract for FY 17-18 weekly Welcome Center cleaning services with Crush Enterprises Inc., dba Jan-Pro of OKC, in the amount of \$295.00 per month.
18. Discussion and consideration of 1) declaring ten (10) wheeled conference chairs and seven (7) office desk chairs as surplus property; and 2) authorizing the disposal of this property by public auction or sealed bid.

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

Discussion Items.

1. **(MP-12) Public hearing with discussion and consideration of approval of the Uptown Addition Minor Plat located in the SE/4 of Section 3, T-11-N, R-2-W of the Indian Meridian, Oklahoma County, Oklahoma.** Josh Adkins, 7430 SE 15th, and staff spoke with the Council after discussion, Dawkins made a motion to approve the Plat, as submitted, seconded by Moore. Voting aye: Byrne, Dawkins, Allen, Moore and Mayor Dukes. Nay: none. Absent: Eads and Reed. Motion carried.
2. **(PC-1895) Public hearing with discussion and consideration of a request to amend the existing SPUD, Simplified Planned Unit Development, for the property described as part of Lots 1, 2, and 3 of Block 3, East Highland Acres located at 601 S Air Depot Blvd.** Dawkins made a motion to approve Ordinance 3295, as submitted, seconded by Moore. Voting aye: Byrne, Dawkins, Allen, Moore and Mayor Dukes. Nay: none. Absent: Eads and Reed. Motion carried.
3. **(PC-1896) Public hearing with discussion and consideration of approval of an ordinance to redistrict from R-6, Single Family Detached Residential and A-1, Agriculture, to Planned Unit Development (PUD) governed by the R-6, Single Family district for the property described as a tract of land lying in the E/2 of Section 8, T-11-N, R-1-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.** Brad Reed, 300 Parkway Blvd, Yukon with Crafton Tull, at the request of the applicant requested a continuance until May 23, 2017. Jim Ray, 12000 Jaycie Circle, Sam Yearby, 1925 Gerrie St., Mike Dickey, 12045 Tuscan Ridge, Karl Schaefer, 12050 Jayce Circle, Russ Calhoun, 11611 Lorene Ave., Colette Ralston, 11636 Lorene Ave., Shane Willard, 11032 Sheffield St., and Linda Lynn, 2300 S. Anderson Rd; and staff, all spoke with the Council. Byrne made a motion to continue this item until the May 23, 2017 City Council meeting, seconded by Moore. Voting aye: Byrne, Dawkins, Allen, Moore and Mayor Dukes. Nay: none. Absent: Eads and Reed. Motion carried.
4. **(PC-1897) Public hearing with discussion and consideration of approval of the Preliminary Plat of Anderson Crossing for the property described as a tract of land lying in the E/2 of Section 8, T-11-N, R-1-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.** Dawkins made a motion to continue this item until the May 23, 2017 City Council meeting, seconded by Moore. Voting aye: Byrne, Dawkins, Allen, Moore and Mayor Dukes. Nay: none. Absent: Eads and Reed. Motion carried.
5. **(PC-1899) Public hearing with discussion and consideration of approval of an ordinance to amend the Planned Unit Development governed by the C-3, Community Commercial district for the property described as a tract of land lying in the SW/4 of Section 4, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.** Dawkins made a motion to approve Ordinance 3296, seconded by Byrne. Voting aye: Byrne, Dawkins, Allen, Moore and Mayor Dukes. Nay: none. Absent: Eads and Reed. Motion carried.
6. **(PC-1900) Public hearing with discussion and consideration of approval a resolution to amend a portion of the Comprehensive Plan from MDR, Medium Density Residential to OR, Office/Retail and an ordinance to redistrict from R-6, Single Family Detached Residential and C-3, Community Commercial to Planned Unit Development (PUD) governed by the C-3, Community Commercial district for the property described as a tract of land lying in the SW/4 of Section 4, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.** Chris Challis, Sooner Investment, 2301 W. I-44 Service Rd, OKC; and Jerry Maynard, 5900 SE 11th, and staff spoke to the Council. After discussion, Dawkins made a motion to approve Resolution 2017-15 and Ordinance 3297, seconded by Byrne. Voting aye: Byrne, Dawkins, Allen, Moore and Mayor Dukes. Nay: none. Absent: Eads and Reed. Motion carried.
7. **(PC-1901) Public hearing with discussion and consideration of approval of the Sooner Rose Addition Phase II Preliminary Plat for the property described as a tract of land lying in the SW/4 of Section 4, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.** Dawkins made a motion to approve the preliminary plat, as submitted, seconded by Allen. Voting aye: Byrne, Dawkins, Allen, Moore and Mayor Dukes. Nay: none. Absent: Eads and Reed. Motion carried.

8. **(PC-1902) Public hearing with discussion and consideration of approval of a resolution to amend a portion of the Comprehensive Plan from MDR, Medium Density Residential to OR, Office/Retail and an ordinance to redistrict from R-6, Single Family Detached Residential and C-3, Community Commercial to Planned Unit Development (PUD) governed by the C-3, Community Commercial district for the property described as a tract of land lying in the SW/4 of section 4, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.** Brad Tetum, 121 N. Meade, Wichita KS spoke with the Council. Dawkins made a motion to approve Resolution 2017-16 and Ordinance 3298, seconded by Byrne. Voting aye: Byrne, Dawkins, Allen, Moore and Mayor Dukes. Nay: none. Absent: Eads and Reed. Motion carried.
9. **(PC-1903) Public hearing with discussion and consideration of approval the Sooner Rose Warren Addition Preliminary Plat for the property described as a tract of land lying in the SW/4 of Section 4, T-11-N, R-2-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma.** Dawkins made a motion to approve the preliminary plat, seconded by Byrne. Voting aye: Byrne, Dawkins, Allen, Moore and Mayor Dukes. Nay: none. Absent: Eads and Reed. Motion carried.

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

Adjournment. There being no further business, Mayor Dukes adjourned the meeting at 8:27 p.m.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk



The City of MIDWEST CITY

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

Memorandum

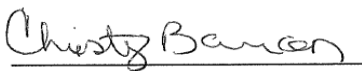
TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: May 9, 2017

Subject: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: Reimbursed Projects Fund, revenue/Intergovernmental (05) \$24,000; expenses/Community Development (05) \$24,000. Technology Fund, revenue/Transfers In (14) \$4,800; expenses/General Government (14) \$4,800. Downtown Redevelopment Fund, expenses/29th Street (92) \$8,000. General Fund, expenses/Transfers Out (00) \$17,000. Juvenile Fund, revenue/Transfers In (00) \$17,000. Fleet Fund, revenue/Miscellaneous (00) \$3,265; expenses/Fleet (25) \$3,265.

The first supplement is needed to budget Trails Wayfinding Signage Grant from Oklahoma City Community Foundation. The second supplement is needed to budget transfer into Technology Fund from General Gov't Sales Tax Fund to meet estimated overtime expenses to end of fiscal year. The third supplement is needed to increase budget for wages and social security in Downtown Redevelopment Fund to meet expenses to end of fiscal year. The fourth and fifth supplements are needed to budget transfer from General Fund to Juvenile Fund to offset revenue shortfall in Juvenile Fund during fiscal year. The sixth supplement is needed to budget revenue from sales of surplus property to be used to purchase tool for Fleet Department.



Christy Barron
Finance Director

SUPPLEMENTS

May 9, 2017

Fund REIMBURSED PROJECTS (016)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
05	Intergovernmental	24,000			
05	Community Development			24,000	
		24,000	0	24,000	0

Explanation:
Budget Trails Wayfinding Signage Grant from Oklahoma City Community Foundation.

Fund TECHNOLOGY (014)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
14	Transfers In	4,800			
14	General Government			4,800	
		4,800	0	4,800	0

Explanation:
Budget transfer in from Gen Gov't Sales Tax Fund and increase budget for overtime to meet estimated expenses to end of fiscal year.

Fund DOWNTOWN REDEVELOPMENT (194)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
92	29th Street			8,000	
		0	0	8,000	0

Explanation:
Budget wages (\$7,000) and social security (\$1,000) for fiscal year 2016-2017 in Downtown Redevelopment Fund. Funding to come from fund balance.

SUPPLEMENTS

May 9, 2017

Fund GENERAL (010)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers Out			17,000	
		<u>0</u>	<u>0</u>	<u>17,000</u>	<u>0</u>

Explanation:
Budget transfer out to Juvenile Fund to offset revenue shortfall in that fund for fiscal year. Funding to come from fund balance.

Fund JUVENILE (025)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Transfers In	17,000			
		<u>17,000</u>	<u>0</u>	<u>0</u>	<u>0</u>

Explanation:
Budget transfer in from General Fund to offset revenue shortfall for fiscal year.

Fund FLEET (080)		BUDGET AMENDMENT FORM Fiscal Year 2016-2017			
		Estimated Revenue		Budget Appropriations	
<u>Dept Number</u>	<u>Department Name</u>	<u>Increase</u>	<u>Decrease</u>	<u>Increase</u>	<u>Decrease</u>
00	Miscellaneous	3,265			
25	Fleet			3,265	
		<u>3,265</u>	<u>0</u>	<u>3,265</u>	<u>0</u>

Explanation:
Budget revenue from surplus property sales to be used to partially fund purchase of tool for Fleet Dept.



Assistant City Manager

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1201

MEMORANDUM

TO: Honorable Mayor and Council
FROM: Tim Lyon, Assistant City Manager
DATE: May 9, 2017

Discussion and consideration of entering into an administrative service contract with Consolidated Benefits Resources to provide claims services for the City of Midwest City's workers compensation program and general liability program for the 2017-2018 fiscal year for the amount of \$42,000 per year.

Attached is a copy of the administrative services agreement for Consolidated Benefits Resources to provide claims service to the City of Midwest City's self-insured workers compensation program and general liability program for the 2017-2018 fiscal year. Consolidated Benefits Resources will be providing claims service that was previously performed by Mutual Assurance Administrators/HealthSmart. Mutual Assurance Administrators was recently purchased by HealthSmart and no longer can provide local services to meet all requirements to adjust claims. The cost of the contract is the same price as last fiscal year's contract with Mutual Assurance Administrators/HealthSmart that will expire June 30, 2017.

In order to purchase excess workers insurance and general liability insurance and meet all federal guidelines, we are required to utilize an outside third party administrator.

If you have any questions about this program, please feel free to contact me at 739-1201.

Tim L. Lyon

Tim Lyon
Assistant City Manager

Attachment (1)

SERVICE CONTRACT

This contract is made effective July 1, 2017 between the City of Midwest City, Oklahoma (CMC) and Jerry Whorton LLC, dba Consolidated Benefits Resources (CBR).

Recitals:

- CMC desires to retain CBR to provide services for workers' compensation claims administration.
- CBR conducts and operates a claims management program for the prevention, investigation, processing, accounting and payment of workers' compensation claims.

IN CONSIDERATION of the following terms and provisions, CMC and CBR agree regarding those claims subject to Oklahoma Workers' Laws open on or after July 1, 2017, as follows:

CBR Agrees To:

- Provide a workers' compensation claims management program in accordance with the highest standards of its profession and CBR's usual and customary practices including, but not limited to:
 - Compliance with CMC's claim requests during the life of the contract.
 - Preparation and/or assistance with the filing of the Oklahoma MITF quarterly reports, the Oklahoma MITF annual reports, and Oklahoma Workers' Compensation Commission renewal.
 - Approve and pay medical bills, after reviewing and reducing them after application of the Medical Fee Schedule, utilization of PPO's for additional discounts, and review of the ODG guidelines for utilization review.
- Provide copies of documentation designating CBR's Oklahoma licensed adjusters upon request.
- Attend scheduled meetings with representatives of CMC to review and discuss claims and loss prevention strategies.
- Coordinate receipt of information and reports with outside medical providers in support or denial of an alleged injury.
- Investigate all submitted claims to determine validity in establishing that temporary total disability exists and make payment on a weekly basis.
- Determine validity and make payment of all Permanent Partial Disability (PPD), Permanent Total Disability (PTD), Vocational Rehabilitation, Taxes, Fees, and any other costs or benefits due under the statutes.
- Develop work related injury claim files after receipt of the First Notice of Injury.
- During the term of the Contract, and any extensions or renewals of the Contract, maintain in good standing its permit issued by the Oklahoma Workers' Compensation Commission to act as a servicing organization.
- Generate at least monthly unit or participant loss analysis reports with Plan totals to reflect:
 - Medical and indemnity payments
 - Reserves

- Litigation status
- Expense reconciliation
- Alphabetical claimant listing
- Maintain insurance coverage which reflects the following:
 - Statutory workers' compensation
 - \$1 million errors and omissions
 - \$500,000 fidelity bond or employee dishonesty policy
 - \$1 million combined single limit of general liability, owned automobiles, non-owned automobiles, or hired automobiles.
- Medical management assignments will be jointly approved by CMC and CBR's claim supervisor prior to issuance. Said assignments will be issued on serious injuries when such professional management dictates, and when such cost will be accepted and approved by CMC.
- Obtain recorded statements and/or personal interviews of all new reports of injury that are questioned by participants or questionable in the view of CBR with regard to compensability.
- Process all bills for payment and notify adverse party as to the amount of the claim.
- Provide assistance in protecting the subrogation rights of CMC.
- Coordinate Legal defense with outside attorney selected by CMC.
- Coordinate Excess Insurance filings for CMC. These filings include: file quarterly loss data reports, notify and coordinate claims that penetrate the SIR or Aggregate layer, file necessary reports to obtain claim reimbursement from the Excess Carrier and remit reimbursements to CMC.
- Submit data pursuant to Medicare Section 111 on behalf of CMC.
- Submit applicable data to the Insurance Services Office on behalf of CMC.
- Submit applicable data to the Oklahoma Workers' Compensation Commission on behalf of CMC.
- Adjust and handle COM's liability claims, as directed by the COM.

CMC Agrees To:

- Provide appropriate personnel to coordinate workers' compensation claims between CBR and CMC.
- Authorize settlements when warranted. Provide settlement authority to CBR within an amount to be determined by CMC.
- Choose legal representative and pay all legal fees directly related to each claim file if such fees are generated and approved by CMC.
- File all CC-Form 2's with CBR within 1 day of the date CMC was notified of the injury, or as soon as practicable.
- File all CC-Form 2's that result in Lost Time, with the Workers' Compensation Commission within 10 days of the date CMC was notified of the injury.
- Timely fund claims payment account.

Service Fees:

In consideration of the services outlined in this contract, the service fees will be as follows:

Annual Fee:

During the term of this contract, CBR will charge an annual fee of \$42,000.00 to be billed monthly at \$3,500.00.

These fees are guaranteed for an additional 2 contract periods.

Pass Through Fees

CBR will pay the fees for any needed ISO reports and Commission EDI filings, and bill back the costs to the claim as an expense.

Conversion of existing data:

CBR will charge a conversion fee of \$1,750 to convert the claims data from the existing TPA to CBR's claim system.

Takeover of Existing Claims

After CBR gains possession of the claims, CBR will close as many claims as possible. For those claims still open after CBR has had possession of the claims for 90 days, CBR will charge a one-time fee of \$250 per claim.

Terms and Cancellation Rights:

The contract is considered to be a "life of contract" in that should the contract terminate, CBR's role and services cease. If open claims remain when the contract has terminated and these claims require professional services after the termination of the contract, CBR's services can be extended beyond the termination date if mutually agreed upon by both parties. Service fees for an extension are also subject to mutual agreement by both parties.

The term of this contract shall remain in force and effect for a period from July 1, 2017 to July 1, 2018 subject to the cancellation right in this paragraph. The contract will automatically renew unless written notice of cancellation is received sixty (60) days prior to renewal period.

In the event CMC files for Chapter 7 or Chapter 11 bankruptcy protection, or loses/surrenders its permit to self-insure in Oklahoma, this contract will terminate 30 days after date of filing of bankruptcy, or ending date of the Oklahoma self-insurance permit. CBR's services can be extended beyond this contract termination date if mutually agreed upon by both parties.

In the event CMC deems that CBR is not performing its services in the industry's usual and customary manner, CMC will give CBR written notice by certified mail specifying the manner in which CMC deems that CBR has failed to perform its services. CBR shall have 30 days from receipt of notice in which to correct defects in its performance. If the defects are not corrected, CMC may cancel this contract on 30 days written notice to CBR. Likewise, CBR may cancel this contract with 30 days' notice to CMC if CMC fails to perform any material obligation under this Contract and CMC fails to correct defects of their performance obligations.

Either party may cancel this contract without cause upon (60) sixty days' notice of the other party's receipt of written notice of cancellation.

Official notice may be served in writing as follows:

City of Midwest City
Attention: Matthew D Dukes II, Mayor
100 N Midwest Blvd
Midwest City, OK 73110

Consolidated Benefits Resources
Attention: Richard M Fisher
PO Box 13770
Oklahoma City, OK 73113

Complete Agreement:

This contract supersedes all prior understandings between the parties and may only be modified by further written agreement signed by the parties hereto.

Severability:

Each of the provisions of this contract shall be enforceable independently of any other provision of this contract and independent of any other claim or cause of action.

Assignment:

This Contract may not be assigned by CBR without the express written approval of CMC.

Records:

All records, of any kind, relating to this Contract or to claims received, reviewed, processed or paid, shall be the property of CMC and shall be available for inspection or audit by CMC at any time. Upon termination or cancellation of this Agreement, all such records shall be held in trust by CBR for 6 months following the last transaction arising under this Agreement, unless demand for possession of any or all such records is made by CMC whereupon any or all such records shall be immediately delivered by CBR to CMC.

Signatures:

This contract is offered for execution jointly by CMC and CBR.

City of Midwest City

By _____
Matthew D. Dukes II, Mayor

Date

Consolidated Benefits Resources (CBR)

By Richard Michael Fisher
Richard M Fisher

4-10-17

Date

ATTEST for the City of Midwest City:

CITY CLERK, Sara Hancock

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

CITY ATTORNEY, Philip W. Anderson



City Manager
100 N. Midwest Blvd.
Midwest City, OK 73110
ghenson@midwestcityok.org
Office: 405-739-1207 / Fax: 405-739-1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: May 9, 2017

SUBJECT: Discussion and consideration of approving the management representation letters to Grant Thornton LLP and accepting of the associated Combined Financial Statements and Report of Certified Public Accountants of Sooner Town Center (STC), LLC, and STC Lowe's LLC; STC II, LLC; and STC III, LLC for calendar years ending December 31, 2014 and December 31, 2015.

Attached for your review and approval are the management representation letters and the combined financial statements and report for the entities leasing the property associated with the Downtown Redevelopment Project for calendar years 2014 and 2015.

J. Guy Henson, AICP
City Manager

Sooner Town Center, LLC

May 9, 2017

Grant Thornton LLP
201 S. College St. #2500
Charlotte, NC 28244

Dear Sir or Madam:

We are providing this letter in connection with your audits of the combined financial statements of Sooner Town Center, LLC and STC Lowe's, LLC (collectively referred to as "Sooner Town Center" or "the Entity"), which comprise the combined balance sheets as of December 31, 2015 and December 31, 2014 and the related combined statements of operations, changes in members' deficit, and cash flows for the years then ended, and the related notes to the combined financial statements. We understand that your audits were made for the purpose of expressing an opinion as to whether the combined financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America ("US GAAP").

We have fulfilled our responsibility, as set out in the terms of the Engagement Letter, for the preparation and fair presentation in the combined financial statements of financial position, results of operations, and cash flows in accordance with US GAAP. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to error or fraud, including programs and controls to prevent and detect fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered to be material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of the surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves, as of May 9, 2017, the following representations made to you during your audits.

1. We have disclosed to you the results of our assessment of the risk that the combined financial statements may be materially misstated as a result of fraud. We have no knowledge of fraud or suspected fraud affecting the Entity involving:
 - a. Management
 - b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the combined financial statements.

2. We have no knowledge of any allegations of fraud or suspected fraud affecting the Entity's combined financial statements received in communications from employees, former employees, analysts, regulators, short sellers, or others.
3. There are no known violations or possible violations of, or no known instances of noncompliance or suspected noncompliance with, laws and regulations whose effects should be considered by management when preparing the combined financial statements, as a basis for recording a loss contingency or for disclosure.
4. The Entity has complied with all aspects of contractual agreements that would have a material effect on the combined financial statements in the event of a noncompliance.
5. The Entity has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
6. We have disclosed to you the identity of the Entity's related parties and all related party relationships and transactions of which we are aware. Related party relationships and transactions and related amounts receivable from or payable to related parties (including sales, purchases, loans, transfers, leasing arrangements, and guarantees) have been properly accounted for and disclosed in the combined financial statements in accordance with US GAAP.

We understand that "related parties" include (1) affiliates of the Entity; (2) entities for which investments in their equity securities would be required to be accounted for by the equity method by the investing entity; (3) trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; (4) principal owners of the Entity and members of their immediate families; and (5) management of the Entity and members of their immediate families.

Related parties also include (1) other parties with which the Entity may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and (2) other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

7. There are no known actual or possible litigation, claims, or assessments that our legal counsel has advised us are probable of assertion whose effects should be considered by management when preparing the combined financial statements and that should be accounted for and disclosed in accordance with US GAAP (*FASB Accounting Standards Codification*[®] (ASC) 450, *Contingencies*).
8. The calculation of participation rent for the year ended December 31, 2015 and December 31, 2014 as determined in the supplementary schedules of net operating income, debt service, net cash flow, and subtenant rents are prepared in compliance with the terms as defined in the Midwest City Downtown Redevelopment General Ground Lease (the Agreement). We have read the supplementary schedules and believe the information presented is consistent with and accurately reflects the provisions contained in the Agreement.

9. We believe the information included in the Leases footnote to the combined financial statements, which describes the participation rent calculation, is consistent with our understanding of the agreement.
10. We believe the rent expense incurred totaled \$1,435,004 and \$1,413,721 for the years ended December 31, 2015 and December 31, 2014 respectively, and is properly recorded in the combined statement of operations.
11. Excluding the rent expense amount included in the promissory note, amounts due to Midwest City Memorial Hospital Authority for rent have been properly calculated and accrued in accordance with the terms of the Company's Agreements with the City at \$370,401 and \$194,397 as of December 31, 2013 and 2012, respectively.
12. The Company and the City reached an agreement in 2012 regarding the settlement of any unpaid or disputed participation rent for all periods prior to January 1, 2010. This agreement provided that irrespective of the terms of any lease or other prior agreement, participation rent from commencement through December 31, 2009 would be equal to the sum of amounts previously paid and a final settlement amount of \$249,555. The Company executed a promissory note to the City for the settlement amount, payable in four annual installments of \$68,750 including interest at an initial rate of 4% with the first payment due in 2012. The loan was paid in full during the year ending December 31, 2015.
13. No events have occurred subsequent to the date of the combined financial statements through the date of this letter that would require, in accordance with US GAAP, recognition or disclosure in the combined financial statements.

Very truly yours,

SOONER TOWN CENTER, LLC AND STC LOWE'S LLC

Robert Collett
Managing Member

John Cheek
Consultant to Collett as agent for Sooner Town Center, LLC

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

THE CITY OF MIDWEST CITY

Matthew D. Dukes, II Mayor

Combined Financial Statements and Report of
Independent Certified Public Accountants

Sooner Town Center, LLC and STC Lowe's, LLC

December 31, 2015 and 2014



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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Members of
Sooner Town Center, LLC and STC Lowe's, LLC:

We have audited the accompanying combined financial statements of **Sooner Town Center, LLC** (an Oklahoma limited liability company) and **STC Lowe's, LLC** (an Oklahoma limited liability company), which comprise the combined balance sheets as of December 31, 2015 and 2014, and the related combined statements of operations, changes in members' deficit, and cash flows for the years then ended, and the related notes to the combined financial statements.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of combined financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the combined financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Sooner Town Center, LLC and STC Lowe's, LLC as of December 31, 2015 and 2014, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Supplementary information

Our audits were conducted for the purpose of forming an opinion on the combined financial statements as a whole. The combining information included in Schedules I and II on pages 14, 15 and 16 is presented for purposes of additional analysis, rather than to present the financial position, results of operations, and cash flows of the individual entities, and is not a required part of the combined financial statements. The other supplementary information included in Schedules III through VI is presented for purposes of additional analysis and is not a required part of the combined financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the combined financial statements. The information has been subjected to the auditing procedures applied in the audits of the combined financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and other supplementary information is fairly stated, in all material respects, in relation to the combined financial statements as a whole.

Charlotte, North Carolina
May 9, 2017

Combined balance sheets

December 31	2015	2014
	\$	\$
Assets		
Real property, at cost:		
Buildings and building improvements	28,433,088	28,433,088
Land improvements and signage	12,501,802	12,501,802
	40,934,890	40,934,890
Less – Accumulated depreciation	(14,477,569)	(13,007,558)
Real property, net	26,457,321	27,927,332
Other assets:		
Cash	767,914	723,472
Restricted cash	998	998
Accounts receivable	298,702	377,848
Note receivable from related party	268,818	-
Security deposit trust account	43,925	43,925
Deferred rent receivable	677,122	674,906
Deferred charges and other assets, net	1,340,244	1,655,218
Total assets	29,855,044	31,403,699
Liabilities and members' deficit		
Liabilities:		
Unearned revenue	42,050	163,019
Note payable	40,864,618	41,606,694
Note payable to related party	-	66,106
Note payable to members and affiliates	1,000	1,000
Accounts payable and accrued expenses	575,747	403,471
Security deposits	43,925	43,925
Total liabilities	41,527,340	42,284,215
Members' deficit	(11,672,296)	(10,880,516)
Total liabilities and members' deficit	29,855,044	31,403,699

The accompanying notes are an integral part of these combined financial statements.

Combined statements of operations

For the years ended December 31	2015	2014
	\$	\$
Rental revenues	6,719,316	6,616,218
Operating expenses:		
Common area maintenance	554,347	539,988
General and administrative expenses	537,662	570,582
Rent expense	1,435,004	1,413,721
Property management fees	252,674	243,712
Depreciation and amortization	1,799,896	1,809,791
Total operating expenses	4,579,583	4,577,794
Interest expense	2,487,513	2,535,116
Net loss	(347,780)	(496,692)



Combined statements of changes in members' deficit

	Total Members' Deficit
	\$
Members' deficit, December 31, 2013	(9,874,824)
Net loss	(496,692)
Distributions	(509,000)
Members' deficit, December 31, 2014	(10,880,516)
Net loss	(347,780)
Distributions	(444,000)
Members' deficit, December 31, 2015	(11,672,296)



Combined statements of cash flows

For the years ended December 31	2015	2014
	\$	\$
Cash flows from operating activities:		
Net loss	(347,780)	(496,692)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation	1,470,011	1,470,940
Amortization	329,885	338,851
Changes in operating assets and liabilities:		
Accounts receivable	79,146	(22,272)
Deferred rent receivable	(2,216)	(61)
Deferred charges and other assets	(14,911)	(30,516)
Accounts payable and accrued expenses	172,276	20,850
Unearned revenue	(120,969)	147,604
Net cash provided by operating activities	1,565,442	1,428,704
Cash flows from investing activities:		
Issuance of note receivable to related party	(268,818)	-
Net cash used in investing activities	(268,818)	-
Cash flows from financing activities:		
Repayments on note payable	(742,076)	(698,757)
Repayments on note payable to related party	(66,106)	(63,563)
Member distributions	(444,000)	(509,000)
Net cash used in financing activities	(1,252,182)	(1,271,320)
Net increase in cash	44,442	157,384
Cash, beginning of year	723,472	566,088
Cash, end of year	767,914	723,472
Supplemental disclosures of cash flow information:		
Cash paid for interest	2,491,242	2,537,103

The accompanying notes are an integral part of these combined financial statements.

Notes to combined financial statements

1 Summary of Organization and Significant Accounting Policies

Organization

Sooner Town Center, LLC (an Oklahoma limited liability company) (STC) was organized in June 2002 for the purpose of acquiring, developing and leasing commercial properties in Oklahoma. STC developed and operates a retail center (the Project) located in Midwest City, Oklahoma (the City). The Project is defined by a redevelopment agreement between the City and STC as authorized by the Oklahoma Local Development Act. Under the terms of the agreement, the City leases the Project land to STC under two ground leases. The City is considered to be a related party for financial reporting purposes. STC is responsible for the design, construction, financing, leasing and management of the Project, all subject to City approval. Income and loss will be allocated to members in accordance with the operating agreement.

In September 2007, STC distributed its interest in the portion of the Project leased to Lowe's to a related party under common control, STC Lowe's, LLC (STC Lowe's).

Basis of Combination

The accompanying combined financial statements include the operations of STC and STC Lowe's (collectively referred to as the Company). All significant intercompany transactions and balances have been eliminated in combination.

Cash and Cash Equivalents

The Company classifies highly liquid investments with original maturity dates of three months or less as cash equivalents.

Restricted Cash

Restricted cash includes \$998 in amounts for utility deposits as of December 31, 2015 and 2014.

Concentration of Credit Risk

The Company's operating property is located in Midwest City, Oklahoma. The Company's ability to generate future revenues is dependent upon the economic conditions within this area.

The Company's tenants engage in a wide variety of businesses. No single tenant accounted for more than 10% of total revenue for the years ended December 31, 2015 and 2014. No single tenant accounted for more than 10% of accounts receivable as of December 31, 2015. One tenant accounted for approximately 12% of accounts receivable as of December 31, 2014.

The Company maintains its cash in a commercial bank. Substantially all of the Company's cash and cash equivalents are held in noninterest-bearing accounts. Regularly during the year, the Company maintained cash and cash equivalents in accounts in excess of the amount insured by the Federal Deposit Insurance Corporation. The Company's management regularly monitors the financial stability of these financial institutions.

Revenue Recognition

Rental revenue is generally recognized based on the terms of leases entered into with tenants. Rental revenue from leases with scheduled rent increases, incentives, or abatements is recognized on a straight-line basis over the noncancelable term of the respective leases. Property operating cost recoveries from tenants for common area maintenance, real estate taxes and other recoverable costs totaling \$1,080,957 and \$1,019,614 for the years ended December 31, 2015 and 2014, respectively, are recognized in the period in which the related expenses are incurred, and are included in rental revenues in the accompanying combined statements of operations. Receivables relating to these recoveries totaled \$241,586 and \$358,660 as of December 31, 2015 and 2014, respectively, and are recognized as accounts receivable on the accompanying combined balance sheets. Interest income is recognized as it is earned. If it becomes probable a tenant will fail to perform according to the terms of the lease, a loss equal to the accrued rental revenue unlikely to be received from that tenant would be charged to operations.

Rental revenue received in advance from tenants is recognized as unearned rent on the accompanying combined balance sheets. Unearned rent as of December 31, 2015 was \$42,050. Unearned rent as of December 31, 2014 was \$163,019.

Rental revenue recognized on a straight-line basis over rents due amounted to \$2,216 and \$61 for the years ended December 31, 2015 and 2014, respectively. The aggregate excess of rental revenue recognized on a straight-line basis over rents due in accordance with the provisions of the leases was \$677,122 and \$674,906 at December 31, 2015 and 2014, respectively.

The Project consists of 604,093 square feet of retail space and 13 outparcel sites and was completed in 2008. At December 31, 2015, tenants occupying 599,579 square feet and 13 of the outparcel sites were operating under noncancelable leases providing for future minimum rents of \$35,161,423.

Future minimum rents receivable under noncancelable leases for all known tenants at December 31, 2015, are as follows. Most leases have renewal options which are not included below.

	Amount
	\$
2016	5,390,978
2017	4,561,003
2018	3,229,923
2019	2,902,333
2020	2,659,322
Thereafter	16,417,864
	35,161,423

Rent and other receivables are reported at their estimated net realizable value. When necessary, the Company provides an allowance for doubtful accounts based upon a review of outstanding receivables, historical collection information and existing economic conditions. Past due status is based on the contractual terms of the receivables. Rent and other receivables are written-off based on individual credit evaluation and specific circumstances of the customer. Management has concluded that all of the Company's accounts receivable amounts will be realizable and, accordingly, has not recorded an allowance for doubtful accounts at December 31, 2015 and 2014.

Real Property

Buildings and building improvements are stated at cost and depreciated using the straight-line method over the estimated useful life of 39 years. Land improvements and signage are depreciated using an accelerated method of depreciation over the useful life of the assets, usually 15 years. Direct and indirect costs that relate to land development and building construction are capitalized. Costs are allocated to Project components by the specific identification method whenever possible. Otherwise, costs are allocated based on square footage or acreage.

Depreciation on real property charged to operations was \$1,470,011 and \$1,470,940 for the years ended December 31, 2015 and 2014, respectively.

Repairs are charged against operations. Renewals and betterments that materially extend the life of an asset are capitalized.

The Company reviews the real property for impairment whenever events or changes in circumstances indicate that the carrying amount of the real property may not be recoverable. Recoverability of the real property is measured by a comparison of the carrying amount of the real property to undiscounted future net cash flows expected to be generated by the real property. If the real property is considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the real property exceeds its fair value. No impairment was recognized for the years ended December 31, 2015 and 2014.

Deferred Charges and Other Assets

Deferred charges consist of lease commissions, lease costs and loan costs, and are stated at cost net of accumulated amortization. At December 31, 2015 and 2014, total deferred charges capitalized were \$4,330,487 and \$4,312,667, respectively, with accumulated amortization of \$3,090,388 and \$2,760,503, respectively. The lease commissions and lease costs are amortized on the straight-line method over the terms of the respective leases. Lease commission and lease costs amortization expense of \$263,817 and \$272,783 is included in depreciation and amortization in the accompanying combined statements of operations for the years ended December 31, 2015 and 2014, respectively. Loan costs consist of various debt issuance costs and are amortized on the straight-line method, which approximates the effective interest method, based on terms of the respective debt agreements. Loan cost amortization expense of \$66,068 is included in depreciation and amortization in the accompanying combined statements of operations for the years ended December 2015 and 2014.

Deferred charges and other assets also include \$100,145 and \$103,054 of prepaid expenses at December 31, 2015 and 2014, respectively.

Income Taxes

The Company is a limited liability company treated as a partnership for federal and state income tax purposes. As a result, the Company's results of operations are included in the income tax returns of its individual members. Accordingly, no provision for federal or state income taxes has been recorded in the accompanying combined financial statements.

The Company follows applicable authoritative guidance on accounting for uncertainty in income taxes which, among other things, prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods and disclosure. The Company has no uncertain tax positions.

Use of Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

2 Note Payable

The Company entered into a note payable agreement with 40|86 Mortgage Capital for borrowings in the principal amount of \$44,760,000 on January 4, 2007. The note is collateralized by a deed of trust on real property and assignment of rents. The interest rate for the term of the loan is fixed at an annual rate of 6.03%. Principal and interest are payable in monthly installments of \$269,223 through November 1, 2017, when all remaining principal and interest are due.

Interest incurred related to the above note totaled \$2,484,868 and \$2,528,405 for the years ended December 31, 2015 and 2014, respectively.

Scheduled principal payments on the note payable amounts are as follows:

	Amount
	\$
2016	788,081
2017	40,076,537
	40,864,618

3 Note Payable to Related Party

The Company and the City reached an agreement in 2012 regarding the settlement of any unpaid or disputed participation rent for all periods prior to January 1, 2010. This agreement provided that, irrespective of the terms of any lease or other prior agreement, participation rent from commencement through December 31, 2009, would be equal to the sum of amounts previously paid and a final settlement amount of \$249,555. The Company executed a promissory note to the City for the settlement amount, payable in four annual installments of \$68,750 including interest at an annual rate of 4% with the first payment due in 2012. This loan was paid in full during the year ending December 31, 2015.

Interest incurred related to the above note totaled \$2,645 and \$5,187 for the years ended December 31, 2015 and 2014, respectively.

4 Note Receivable from Related Party

Sooner Town Center III, LLC (STC III) and the Company reached an agreement in 2015 whereby the Company loaned STC III \$268,818. Monthly interest payments commenced on June 1, 2015, with interest-only payments of \$576. The interest rate is fixed at 2.57%. The entire outstanding principal balance, plus any accrued but unpaid interest, shall be due and payable on October 31, 2017.

5 Leases

The Company leases the Project land from the City under two ground leases, designated anchor and general. Both have terms commencing on June 1, 2004, with rent commencement on February 12, 2006, and expire on October 31, 2062. Subsequent to rent commencement, the anchor ground lease rent is \$510,000 annually. The general ground lease provides for three tiers of rent – general ground rent of \$1 per year, preferred rent of \$305,000 annually, payable to the extent of net operating income in excess of debt service as defined in the redevelopment agreement, and participation rent equivalent to 50% of net operating income in excess of debt service remaining after payment of preferred rent. Preferred rent is cumulative after the Project is 50% leased. To the extent that calculated preferred rent payable is less than \$305,000, the difference is accrued and is payable when future net operating income in excess of debt service is sufficient. Participation rent expense totaled \$620,004 and \$598,720 for the years ended December 31, 2015 and 2014, respectively. Total rental expense totaled \$1,435,004 and \$1,413,721 for the years ended December 31, 2015 and 2014, respectively. Excluding the rent expense amount included in the note payable to the City, rent expense incurred and unpaid totaled \$370,401 and \$194,397 as of December 31, 2015 and 2014, respectively, and is included in accounts payable and accrued expenses on the accompanying balance sheets.

6 Related-party Transactions and Balances

Collett Management, LLC (Collett), an affiliated property management company, provides management and brokerage services to the Company. Collett receives a monthly fee of 4% of gross monthly collections, net of anchor ground lease rent, for providing property management services. Such fees totaled \$252,674 and \$242,426 for the years ended December 31, 2015 and 2014, respectively. Additionally, tenant security deposits are held in a trust account maintained by Collett, consistent with industry practice and regulatory requirements. Amounts due under this arrangement are recognized as security deposit trust account and totaled \$43,925 as of December 31, 2015 and 2014. The Company paid nominal amounts for various expense reimbursements to Collett for both years ended December 31, 2015 and 2014.

Sooner Investment Realty (SIR), an affiliated entity, provides leasing services to the Company. The Company paid \$17,820 and \$6,807 in leasing commissions to SIR for the years ended December 31, 2015 and 2014, respectively.

As of December 31, 2015 and 2014, the Company has recorded \$1,000 in a related-party note payable.

The Company paid approximately \$17,576 and \$23,556 in utilities expense to the City for the years ended December 31, 2015 and 2014, respectively.

The Company subleases part of the Project land to Sooner Town Center II, LLC (STC II), a related party. The lease commenced on July 19, 2012, with rent commencement on October 31, 2012. The lease expires on October 31, 2062, with a five-year renewal option. Annual rent for the first 10 years is \$45,000. The monthly rent amount increases by 10% on the 10th anniversary of the commencement date, and every five years thereafter. Straight-line rental income for this lease totaled \$65,609 for the years ended December 31, 2015 and 2014. These amounts are included in the future minimum rents receivable schedule included in Note 1, on page 8.

The Company subleases part of the Project land to STC III, a related party. Rent commenced on July 2, 2014. The lease expires on October 31, 2062, with a five-year renewal option. Annual rent for the first 10 years is \$50,000. The monthly rent amount increases by 10% on the 10th anniversary of the commencement date, and every five years thereafter. Straight-line rental income for this lease totaled \$71,717 and \$35,665 for the years ended December 31, 2015 and 2014, respectively. These amounts are included in the future minimum rents receivable schedule included in Note 1, on page 8.

7 Subsequent Events

The Company has analyzed its operations subsequent to December 31, 2015, through May 9, 2017, the date the financial statements were available to be issued.



Supplementary information



Schedule I - Combining balance sheets

December 31, 2015	Sooner Town Center, LLC	STC Lowe's, LLC	Eliminations	Combined
	\$	\$	\$	\$
Assets				
Real property, at cost:				
Buildings and building improvements	28,433,088	-	-	28,433,088
Land improvements and signage	12,230,038	271,764	-	12,501,802
	40,663,126	271,764	-	40,934,890
Less – Accumulated depreciation	(14,252,988)	(224,581)	-	(14,477,569)
Real property, net	26,410,138	47,183	-	26,457,321
Other assets:				
Cash	767,914	-	-	767,914
Restricted cash	998	-	-	998
Accounts receivable	298,702	307,970	(307,970)	298,702
Notes receivable from related party	268,818	-	-	268,818
Security deposit trust account	43,925	-	-	43,925
Deferred rent receivable	677,122	-	-	677,122
Deferred charges and other assets, net	1,156,188	184,056	-	1,340,244
	29,623,805	539,209	(307,970)	29,855,044
Liabilities and members' deficit				
Liabilities:				
Unearned revenue	42,050	-	-	42,050
Note payable	40,864,618	-	-	40,864,618
Note payable to related party	-	-	-	-
Note payable to members and affiliates	308,970	-	(307,970)	1,000
Accounts payable and accrued expenses	575,747	-	-	575,747
Security deposits	43,925	-	-	43,925
Total liabilities	41,835,310	-	(307,970)	41,527,340
Members' (deficit) equity	(12,211,505)	539,209	-	(11,672,296)
	29,623,805	539,209	(307,970)	29,855,044

Schedule I - Combining balance sheets (cont'd)

December 31, 2014	Sooner Town Center, LLC	STC Lowe's, LLC	Eliminations	Combined
	\$	\$	\$	\$
Assets				
Real property, at cost:				
Buildings and building improvements	28,433,088	-	-	28,433,088
Land improvements and signage	12,230,038	271,764	-	12,501,802
	40,663,126	271,764	-	40,934,890
Less – Accumulated depreciation	(12,799,076)	(208,482)	-	(13,007,558)
Real property, net	27,864,050	63,282	-	27,927,332
Other assets:				
Cash	723,472	-	-	723,472
Restricted cash	998	-	-	998
Accounts receivable	377,848	281,308	(281,308)	377,848
Security deposit trust account	43,925	-	-	43,925
Deferred rent receivable	674,906	-	-	674,906
Deferred charges and other assets, net	1,452,124	203,094	-	1,655,218
	31,137,323	547,684	(281,308)	31,403,699
Liabilities and members' deficit				
Liabilities:				
Unearned revenue	163,019	-	-	163,019
Note payable	41,606,694	-	-	41,606,694
Note payable to related party	66,106	-	-	66,106
Note payable to members and affiliates	282,308	-	(281,308)	1,000
Accounts payable and accrued expenses	403,471	-	-	403,471
Security deposits	43,925	-	-	43,925
Total liabilities	42,565,523	-	(281,308)	42,284,215
Members' (deficit) equity	(11,428,200)	547,684	-	(10,880,516)
	31,137,323	547,684	(281,308)	31,403,699

Schedule II - Combining statements of operations

For the year ended December 31, 2015	Sooner Town	STC Lowe's, LLC	Combined
	Center, LLC		
	\$	\$	\$
Rental revenues	6,169,316	550,000	6,719,316
Operating expenses:			
Common area maintenance	554,347	-	554,347
General and administrative expenses	524,324	13,338	537,662
Rent expense	925,004	510,000	1,435,004
Property management fees	252,674	-	252,674
Depreciation and amortization	1,764,759	35,137	1,799,896
Total operating expenses	4,021,108	558,475	4,579,583
Interest expense	2,487,513	-	2,487,513
Net loss	(339,305)	(8,475)	(347,780)

For the year ended December 31, 2014	Sooner Town	STC Lowe's, LLC	Combined
	Center, LLC		
	\$	\$	\$
Rental revenues	6,066,218	550,000	6,616,218
Operating expenses:			
Common area maintenance	539,988	-	539,988
General and administrative expenses	566,374	4,208	570,582
Rent expense	903,721	510,000	1,413,721
Property management fees	243,712	-	243,712
Depreciation and amortization	1,774,751	35,040	1,809,791
Total operating expenses	4,028,546	549,248	4,577,794
Interest expense	2,535,116	-	2,535,116
Net loss	(497,444)	752	(496,692)

Schedule III – Net operating income

For the years ended December 31	2015	2014
	\$	\$
Rental revenues per audited financial statements	6,719,316	6,616,218
Less - Anchor ground lease revenue up to related expense	(510,000)	(510,000)
Rental revenues excluding anchor tenant	6,209,316	6,106,218
Adjustments to cash basis:		
Deferred rent receivable	(2,216)	(61)
Common area maintenance receivable	117,075	(16,911)
Unearned rent	(120,969)	147,604
Gross operating revenue (subtenant rents)	6,203,206	6,236,850
Operating expenses:		
Operating expenses per audited financial statements	4,579,583	4,577,794
Less - Anchor tenant rent expense (per Schedule II)	(510,000)	(510,000)
Plus - Additions to project development costs	17,820	7,690
Operating expenses, net	4,087,403	4,075,484
Adjustments for non-cash expenses:		
Depreciation and amortization per audited financial statements	(1,799,896)	(1,809,791)
Other adjustments:		
Preferred rent, accrued or paid	(305,000)	(305,000)
Participation rent, accrued or paid	(620,004)	(598,720)
Operating expenses	1,362,503	1,361,973
Net operating income	4,840,703	4,874,877

Schedule IV – Debt service

For the years ended December 31	2015	2014
	\$	\$
Debt service:		
Interest expense on debt per audited financial statements	2,487,513	2,535,116
Debt principal payments	742,076	698,757
Principal payments on City Note	66,106	63,563
Total debt service	3,295,695	3,297,436



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Schedule V – Net cash flow

For the years ended December 31	2015	2014
	\$	\$
Net operating income	4,840,703	4,874,877
Less - Debt service	(3,295,695)	(3,297,436)
Net cash flow	1,545,008	1,577,441
Less - Cash reserve	-	(75,000)
Less - Preferred rent	(305,000)	(305,000)
Less - General ground lease	(1)	(1)
Net cash flow, after preferred rent and general ground lease	1,240,007	1,197,440
Participation rent factor	50%	50%
Participation rent	620,004	598,720



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Schedule VI – Subtenant rents

For the years ended December 31	2015	2014
	\$	\$
Subtenant rents, excluding the anchor ground lease	6,203,206	6,236,850
Total subtenant rents (cash basis)	6,203,206	6,236,850



DRAFT

Sooner Town Center II, LLC

May 9, 2017

Grant Thornton LLP
201 S. College St. #2500
Charlotte, NC 28244

Dear Sir or Madam:

We are providing this letter in connection with your audits of the financial statements of Sooner Town Center II, LLC (the "Entity"), which comprise the balance sheets as of December 31, 2015 and December 31, 2014 and the related statements of operations, changes in members' deficit, and cash flows for the years then ended, and the related notes to the financial statements. We understand that your audits were made for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America ("US GAAP").

We have fulfilled our responsibility, as set out in the terms of the Engagement Letter, for the preparation and fair presentation in the financial statements of financial position, results of operations, and cash flows in accordance with US GAAP. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud, including programs and controls to prevent and detect fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered to be material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of the surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves, as of May 9, 2017, the following representations made to you during your audits.

1. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud. We have no knowledge of fraud or suspected fraud affecting the Entity involving:
 - a. Management
 - b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the financial statements.

2. We have no knowledge of any allegations of fraud or suspected fraud affecting the Entity's financial statements received in communications from employees, former employees, analysts, regulators, short sellers, or others.
3. There are no known violations or possible violations of, or no known instances of noncompliance or suspected noncompliance with, laws and regulations whose effects should be considered by management when preparing the financial statements, as a basis for recording a loss contingency or for disclosure.
4. The Entity has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of a noncompliance.
5. The Entity has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
6. We have disclosed to you the identity of the Entity's related parties and all related party relationships and transactions of which we are aware. Related party relationships and transactions and related amounts receivable from or payable to related parties (including sales, purchases, loans, transfers, leasing arrangements, and guarantees) have been properly accounted for and disclosed in the financial statements in accordance with US GAAP.

We understand that "related parties" include (1) affiliates of the Entity; (2) entities for which investments in their equity securities would be required to be accounted for by the equity method by the investing entity; (3) trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; (4) principal owners of the Entity and members of their immediate families; and (5) management of the Entity and members of their immediate families.

Related parties also include (1) other parties with which the Entity may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and (2) other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

7. There are no known actual or possible litigation, claims, or assessments that our legal counsel has advised us are probable of assertion whose effects should be considered by management when preparing the financial statements and that should be accounted for and disclosed in accordance with US GAAP (*FASB Accounting Standards Codification*[®] (ASC) 450, *Contingencies*).
8. The calculation of participation rent for the year ended December 31, 2015 and December 31, 2014 as determined in the supplementary schedules of net operating income, debt service, net cash flow, and subtenant rents are prepared in compliance with the terms as defined in the Westside General Ground Lease (the Agreement). We have read the supplementary schedules and believe the information presented is consistent with and accurately reflects the provisions contained in the Agreement.
9. We believe the information included in the Leases footnote to the financial statements, which describes the participation rent calculation, is consistent with our understanding of the agreement.

10. We believe that the rent expense for participation rent is \$105,345 for the year ended December 31, 2015 and a participation rent credit was granted in the amount of \$91,648 for the year ended December 31, 2014 due to negative cumulative Net Cash Flows as of December 31, 2014.
11. We believe that amounts due for participation rent are \$105,345 and \$0 as of December 31, 2015 and 2014 respectively.
12. No events have occurred subsequent to the date of the financial statements through the date of this letter that would require, in accordance with US GAAP, recognition or disclosure in the financial statements.

Very truly yours,

SOONER TOWN CENTER II, LLC

Robert Collett
Managing Member

John Cheek
Consultant to Collett as agent for Sooner Town Center II, LLC

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

THE CITY OF MIDWEST CITY

Matthew D. Dukes, II Mayor

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

Matthew D. Dukes, II Chairman

Financial Statements and Report of
Independent Certified Public Accountants

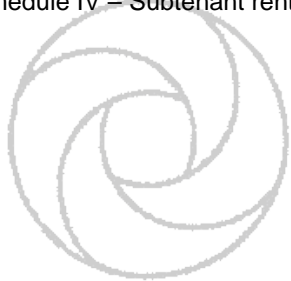
Sooner Town Center II, LLC

December 31, 2015 and 2014



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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Members of
Sooner Town Center II, LLC:

We have audited the accompanying financial statements of **Sooner Town Center II, LLC** (an Oklahoma limited liability company), which comprise the balance sheets as of December 31, 2015 and 2014, and the related statements of operations, changes in members' deficit, and cash flows for the years then ended, and the related notes to the financial statements.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Sooner Town Center II, LLC as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Supplementary information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information presented in Schedules I through IV is presented for purposes of additional analysis and is not a required part of the financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Charlotte, North Carolina
May 9, 2017



Balance sheets

December 31	2015	2014
	\$	\$
Assets		
Real property, at cost:		
Buildings	6,867,756	6,867,756
Land improvements and signage	1,772,745	1,772,745
	8,640,501	8,640,501
Less – Accumulated depreciation	(1,023,599)	(705,667)
Real property, net	7,616,902	7,934,834
Other assets:		
Cash	304,700	58,536
Accounts receivable	91,771	143,386
Deferred charges and other assets, net	504,195	590,539
Total assets	8,517,568	8,727,295
Liabilities and members' deficit		
Liabilities:		
Note payable	8,726,952	8,914,345
Accounts payable and accrued expenses	183,485	133,360
Unearned revenue	128,119	109,540
Total liabilities	9,038,556	9,157,245
Members' deficit		
Total liabilities and members' deficit	8,517,568	8,727,295

The accompanying notes are an integral part of these financial statements.

Statements of operations

For the years ended December 31	2015	2014
	\$	\$
Rental revenues	1,218,881	1,099,505
Operating expenses:		
Common area maintenance	62,312	81,032
General and administrative expenses	244,324	265,112
Rent expense (credit)	170,954	(26,038)
Depreciation and amortization	404,637	404,379
Total operating expenses	882,227	724,485
Interest expense	427,692	431,787
Net loss	(91,038)	(56,767)

The accompanying notes are an integral part of these financial statements.

Statements of changes in members' deficit

	Total Members' Deficit
	\$
Members' deficit, December 31, 2013	(373,183)
Net loss	(56,767)
Members' deficit, December 31, 2014	(429,950)
Net loss	(91,038)
Members' deficit, December 31, 2015	(520,988)



Statements of cash flows

For the years ending December 31	2015	2014
	\$	\$
Cash flows from operating activities:		
Net loss	(91,038)	(56,767)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation	317,932	321,961
Amortization	86,705	82,418
Changes in operating assets and liabilities:		
Accounts receivable	51,615	(51,852)
Deferred charges and other assets	(361)	(36,697)
Accounts payable and accrued expenses	50,125	(394,064)
Unearned revenue	18,579	46,082
Net cash provided by (used in) operating activities	433,557	(88,919)
Cash flows from investing activities:		
Additions to real property	-	(416,398)
Net cash used in investing activities	-	(416,398)
Cash flows from financing activities:		
Repayments on note payable	(210,220)	(178,599)
Proceeds from note payable	22,827	-
Net cash used in financing activities	(187,393)	(178,599)
Net increase (decrease) in cash	246,164	(683,916)
Cash, beginning of year	58,536	742,452
Cash, end of year	304,700	58,536
Supplemental disclosures of cash flow information:		
Cash paid for interest	426,127	434,923

Notes to financial statements

1 Summary of Organization and Significant Accounting Policies

Organization

Sooner Town Center II, LLC (an Oklahoma limited liability company) (the Company) was organized in January 2012 for the purpose of acquiring, developing and leasing commercial properties in Oklahoma. The Company developed and operates a retail center (the Project) located in Midwest City, Oklahoma. The Project is defined by a ground lease agreement between Midwest City Memorial Hospital Authority, an affiliate of Midwest City, Oklahoma (collectively, the City) and the Company. The City is considered to be a related party for financial reporting purposes. The Company is responsible for design, construction, financing, leasing and management of the Project, all subject to City approval. Income and loss will be allocated to members in accordance with the operating agreement.

Cash and Cash Equivalents

The Company classifies highly liquid investments with original maturity dates of three months or less as cash equivalents.

Concentration of Credit Risk

The Company's operating property is located in Midwest City, Oklahoma. The Company's ability to generate future revenues is dependent upon the economic conditions within this area.

As of December 31, 2015 and 2014, the Company had three tenants. Each tenant comprised more than 10% of total revenue for the years ended December 31, 2015 and 2014. Two tenants comprised more than 10% of accounts receivable as of December 31, 2015 and 2014.

The Company maintains its cash in a commercial bank. Regularly during the year, the Company maintained cash and cash equivalents in accounts in excess of the amount insured by the Federal Deposit Insurance Corporation. The Company's management regularly monitors the financial stability of these financial institutions.

Revenue Recognition

Rental revenue is generally recognized based on the terms of leases entered into with tenants. Rental revenue from leases with scheduled rent increases, incentives or abatements is recognized on a straight-line basis over the noncancelable term of the respective leases. Property operating cost recoveries from tenants for common area maintenance, real estate taxes and other recoverable costs totaling \$249,232 and \$217,037 for the years ended December 31, 2015 and 2014, respectively, are recognized in the period in which the related expenses are incurred, and are included in rental revenues in the accompanying statements of operations. Receivables relating to these recoveries totaled \$5,201 and \$99,772 as of December 31, 2015 and 2014, respectively, and are recognized as accounts receivable on the accompanying balance sheets. If it becomes probable that a tenant will fail to perform according to the terms of the lease, a loss equal to the accrued rental revenue unlikely to be received from that tenant would be charged to operations. The Company also earns percentage rent from a tenant based on a gross receipts calculation. This revenue is recognized in the period it is earned. Receivables relating to percentage rent totaled \$78,877 and \$41,156 as of December 31, 2015 and 2014, respectively, and are recognized as accounts receivable on the accompanying balance sheets.

Revenue received in advance from tenants is recognized as unearned revenue on the accompanying balance sheets. Unearned revenue as of December 31, 2015, was \$128,119. Unearned revenue as of December 31, 2014 was \$109,540.

The Project consists of 69,308 square feet of retail space and was completed in 2012. At December 31, 2015, three tenants occupying 69,308 square feet were operating noncancelable leases providing for future minimum rents of \$7,479,841, with the latest expiration date of July 31, 2029.

Future minimum rents receivable under noncancelable leases for all known tenants at December 31, 2015, are as follows. Most leases have renewal options which are not included below.

	Amount
	\$
2016	926,692
2017	926,692
2018	845,452
2019	829,204
2020	829,204
Thereafter	3,122,597
	7,479,841

Rent and other receivables are reported at their estimated net realizable value. When necessary, the Company provides an allowance for doubtful accounts based upon a review of outstanding receivables, historical collection information and existing economic conditions. Past due status is based on the contractual terms of the receivables. Rent and other receivables are written off based on individual credit evaluation and specific circumstances of the customer. Management has concluded that all of the Company's accounts receivable amounts will be realizable and, accordingly, has not recorded an allowance for doubtful accounts at December 31, 2015 and 2014.

Real Property

Buildings are stated at cost and depreciated using the straight-line method over the estimated useful life of 39 years. Land improvements and signage are depreciated using an accelerated method of depreciation over the useful life of the assets, usually 15 years. Direct and indirect costs that relate to land development and building construction are capitalized. Costs are allocated to Project components by the specific identification method whenever possible. Otherwise, costs are allocated based on square footage or acreage.

Depreciation on real property charged to operations was \$317,932 and \$321,961 for the years ended December 31, 2015 and 2014, respectively.

Repairs are charged against operations. Renewals and betterments that materially extend the life of an asset are capitalized.

The Company reviews the real property for impairment whenever events or changes in circumstances indicate that the carrying amount of the real property may not be recoverable. Recoverability of the real property is measured by a comparison of the carrying amount of the real property to undiscounted future net cash flows expected to be generated by the real property. If the real property is considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the real property exceeds its fair value. No impairment was recognized as of December 31, 2015.

Deferred Charges and Other Assets

Deferred charges consist of lease commissions, lease costs and loan costs and are stated at cost net of accumulated amortization. At December 31, 2015 and 2014, total deferred charges capitalized were \$729,017 with accumulated amortization of \$255,569 and \$168,864, respectively. The lease commissions and lease costs are amortized on the straight-line method over the terms of the respective leases. Lease commission and lease costs amortization expense of \$63,990 and \$59,703 is included in depreciation and amortization in the accompanying statement of operations for the years ended December 31, 2015 and 2014, respectively. Loan costs consist of various debt issuance costs and are amortized on the straight-line method, which approximates the effective interest method, based on terms of the respective debt agreements. Loan cost amortization expense of \$22,715 is included in depreciation and amortization in the accompanying statement of operations for the years ended December 31, 2015 and 2014.

Deferred charges and other assets also includes \$30,747 and \$30,386 of prepaid expenses at December 31, 2015 and 2014, respectively.

Income Taxes

The Company is a limited liability company treated as a partnership for federal and state income tax purposes. As a result, the Company's results of operations are included in the income tax returns of its individual members. Accordingly, no provision for federal or state income taxes has been recorded in the accompanying financial statements.

The Company follows applicable authoritative guidance on accounting for uncertainty in income taxes which, among other things, prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods and disclosure. The Company has no uncertain tax positions.

Use of Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

2 Debt

The Company entered into a note payable agreement with First National Bank for borrowings in the maximum principal amount of \$9,136,970 on September 18, 2012. Total amounts drawn on this loan as of December 31, 2015 and 2014, were \$8,726,952 and \$8,914,345, respectively. The note is collateralized by a deed of trust on real property and assignment of rents. From September 18, 2012 to September 10, 2013, the interest rate was variable at a rate equal to 3% per annum in excess of the London Interbank Offered Rate (LIBOR). From September 11, 2013 to September 10, 2018, the interest rate is variable at a rate equal to 3% per annum in excess of the Treasury Rate but not less than 4.5%. For the years ending December 31, 2015 and 2014, the interest rate was 4.76%. Interest-only payments on the amounts disbursed under the note were to be paid monthly until October 10, 2013, at which time principal and interest payments began.

On February 10, 2017, the Company refinanced the note with First National Bank for the entire outstanding balance on that date. Under the amended terms, the interest rate is fixed at a rate equal to 3.50% per annum in excess of the Treasury Rate adjustable every five years. The entire unpaid balance of principal and accrued unpaid interest owing on the note will be due and payable on February 10, 2039.

Interest incurred related to the above loans totaled \$427,692 and \$431,787 for the years ended December 31, 2015 and 2014, respectively.

Scheduled principal payments on the note payable are as follows:

	Amount
	\$
2016	201,288
2017	171,240
2018	144,171
2019	152,213
2020	160,703
Thereafter	7,897,337
	8,726,952

3 Leases

The Company subleases the Project land from Sooner Town Center, LLC (STC), a related party, which leases the land from the City. The lease commenced on July 19, 2012, with rent commencement on October 31, 2012. The lease expires on October 31, 2062, with a five-year renewal option. The monthly rent amount increases by 10% on the 10th anniversary of the commencement date, and every five years thereafter.

Straight-line rental expense totaled \$65,609 for the years ended December 31, 2015 and 2014. Rent expense related to this lease incurred and unpaid totaled \$41,218 and \$20,609 as of December 31, 2015 and 2014, respectively, and is included in accounts payable and accrued expenses on the accompanying balance sheet.

Future minimum rent payments for the original term are as follows:

	Amount
	\$
2016	45,000
2017	45,000
2018	45,000
2019	45,000
2020	45,000
Thereafter	2,912,882
	3,137,882

The Company also has a ground lease with the Midwest City Memorial Hospital Authority, an affiliated entity, which provides for participation rent equivalent to 50% of net cash flow as defined measured on a cumulative basis. Rent commenced on October 31, 2012, under this lease which expires on October 31, 2062, with a five-year renewal option. In addition to participation rent, starting one year after the commencement date, annual rent will be \$1. Participation rent is due and payable only to the extent that cumulative net cash flows are positive. Rent expense under this lease is \$105,345 for the year ended December 31, 2015. Due to negative cumulative net cash flows as of December 31, 2014, and with the concurrence of the parties to the lease, a participation rent credit was granted on unpaid participation rent in the amount of \$91,648 as of December 31, 2013, resulting in cancellation of the rent liability as of that date.

4 Related-party Transactions and Balances

Collett Management, LLC (Collett), an affiliated entity, provides leasing, development and brokerage services to the Company. The Company paid nominal amounts for various expense reimbursements to Collett for the years ended December 31, 2015 and 2014. Property management fees totaling \$47,091 and \$44,075 were paid to Collett for the years ended December 31, 2015 and 2014, respectively.

John S. Cheek, Inc. (Cheek), an affiliated entity, provides tax and accounting services to the Company. The Company paid \$4,375 and \$3,000 in fees to Cheek for the years ended December 31, 2015 and 2014, respectively.

The Company leases land from the City (see Note 3). Utility expenses paid to the City totaled \$7,579 and \$4,451 for the years ended December 31, 2015 and 2014, respectively.

Certain members guarantee the note payable.

5 Subsequent Events

The Company has analyzed its operations subsequent to December 31, 2015 through May 9, 2017, the date the financial statements were available to be issued.



Supplementary information



Schedule I – Net operating income

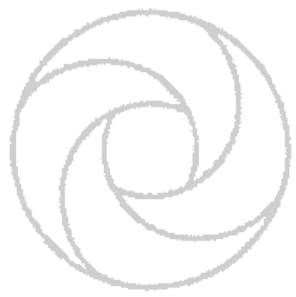
For the years ended December 31	2015	2014
	\$	\$
Rental revenues per audited financial statements	1,218,881	1,099,505
Adjustments to cash basis:		
Rent & CAM receivable	51,615	(51,852)
Unearned rent	18,579	46,082
Gross operating revenue (cash basis)	1,289,075	1,093,735
Total operating expenses	882,227	724,485
Adjustments for noncash expenses and expenses funded with loan proceeds		
Depreciation and amortization	(404,637)	(404,379)
Expenses paid with loan proceeds	-	63,605
Project costs in excess of loan	-	232,342
Participation rent, accrued or paid	(105,345)	91,648
Operating expenses	372,245	707,701
Net operating income	916,830	386,034



Schedule II – Debt service

For the years ended December 31	2015	2014
	\$	\$
Debt service:		
Interest expense per audited financial statements	427,692	431,787
Net principal payments	187,393	178,599
Total debt service	615,085	610,386

DRAFT



Schedule III – Net cash flow

For the years ended December 31	2015	2014
	\$	\$
Net operating income	916,830	386,034
Less - Debt service	(615,085)	(610,386)
Net cash flow, current year	301,745	(224,352)
Less - Cash Reserve	(50,000)	-
Less Distributions Paid	-	(50,000)
Less - 2013 Participation Rent Paid	-	(50,000)
Net cash flow, current year, after reserves and distributions	251,745	(324,352)
Cumulative net cash flow, beginning of year	(41,056)	283,296
Cumulative net cash flow, end of year	210,689	(41,056)
Participation rent factor	50%	50%
Participation rent (minimum of \$0)	105,345	-
Prior year accrued participation rent	-	141,648
Less - 2013 Participation Rent Paid	-	(50,000)
Net prior year accrued participation rent, cancelled in 2014 due to negative cumulative net cash flow	-	91,648
Participation rent credit due to negative end of year cumulative cash flow	-	(91,648)



Schedule IV – Subtenant rents

For the years ended December 31	2015	2014
	\$	\$
Tenant rents	1,289,073	1,093,735
Total rents (cash basis)	1,289,073	1,093,735

DRAFT



Sooner Town Center III, LLC

May 9, 2017

Grant Thornton LLP
201 S. College St. #2500
Charlotte, NC 28244

Dear Sir or Madam:

We are providing this letter in connection with your audits of the financial statements of Sooner Town Center III, LLC (the "Entity"), which comprise the balance sheets as of December 31, 2015 and December 31, 2014 and the related statements of operations, changes in members' deficit, and cash flows for the year then ended December 31, 2015, and for the period from May 16, 2014 (Inception) to December 31, 2014, and the related notes to the financial statements. We understand that your audits were made for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America ("US GAAP").

We have fulfilled our responsibility, as set out in the terms of the Engagement Letter, for the preparation and fair presentation in the financial statements of financial position, results of operations, and cash flows in accordance with US GAAP. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud, including programs and controls to prevent and detect fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered to be material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of the surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves, as of May 9, 2017, the following representations made to you during your audits.

1. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud. We have no knowledge of fraud or suspected fraud affecting the Entity involving:
 - a. Management
 - b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the financial statements.

2. We have no knowledge of any allegations of fraud or suspected fraud affecting the Entity's financial statements received in communications from employees, former employees, analysts, regulators, short sellers, or others.
3. There are no known violations or possible violations of, or no known instances of noncompliance or suspected noncompliance with, laws and regulations whose effects should be considered by management when preparing the financial statements, as a basis for recording a loss contingency or for disclosure.
4. The Entity has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of a noncompliance.
5. The Entity has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
6. We have disclosed to you the identity of the Entity's related parties and all related party relationships and transactions of which we are aware. Related party relationships and transactions and related amounts receivable from or payable to related parties (including sales, purchases, loans, transfers, leasing arrangements, and guarantees) have been properly accounted for and disclosed in the financial statements in accordance with US GAAP.

We understand that "related parties" include (1) affiliates of the Entity; (2) entities for which investments in their equity securities would be required to be accounted for by the equity method by the investing entity; (3) trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; (4) principal owners of the Entity and members of their immediate families; and (5) management of the Entity and members of their immediate families.

Related parties also include (1) other parties with which the Entity may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and (2) other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

7. There are no known actual or possible litigation, claims, or assessments that our legal counsel has advised us are probable of assertion whose effects should be considered by management when preparing the financial statements and that should be accounted for and disclosed in accordance with US GAAP (*FASB Accounting Standards Codification*[®] (ASC) 450, *Contingencies*).
8. No events have occurred subsequent to the date of the financial statements through the date of this letter that would require, in accordance with US GAAP, recognition or disclosure in the financial statements.

Very truly yours,

SOONER TOWN CENTER III, LLC

Robert Collett
Managing Member

John Cheek
Consultant to Collett as agent for Sooner Town Center III, LLC

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

THE CITY OF MIDWEST CITY

Matthew D. Dukes, II Mayor

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

Matthew D. Dukes, II Chairman

Financial Statements and Report of
Independent Certified Public Accountants

Sooner Town Center III, LLC

December 31, 2015 and 2014

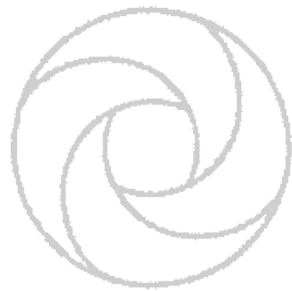


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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Members of
Sooner Town Center III, LLC:

We have audited the accompanying financial statements of **Sooner Town Center III, LLC** (an Oklahoma limited liability company), which comprise the balance sheets as of December 31, 2015 and 2014, and the related statements of operations, changes in members' deficit, and cash flows for the year ended December 31, 2015 and for the period from May 16, 2014 (Inception) to December 31, 2014, and the related notes to the financial statements.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Sooner Town Center III, LLC as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the year ended December 31, 2015 and the period from May 16, 2014 (Inception) to December 31, 2014, in accordance with accounting principles generally accepted in the United States of America.

Charlotte, North Carolina
May 9, 2017



Balance sheets

December 31	2015	2014
	\$	\$
Assets		
Real property, at cost:		
Buildings	2,695,501	2,241,756
Land improvements and signage	715,216	705,111
	3,410,717	2,946,867
Less – Accumulated depreciation	(146,770)	(14,507)
Real property, net	3,263,947	2,932,360
Other assets:		
Cash	11,855	41,542
Accounts receivable	19,264	28,644
Deferred charges and other assets, net	165,862	180,629
Total assets	3,460,928	3,183,175
Liabilities and members' deficit		
Liabilities:		
Note payable	3,196,504	3,000,128
Note payable to related party	268,818	-
Accounts payable and accrued expenses	90,034	219,280
Unearned revenue	12,354	-
Total liabilities	3,567,710	3,219,408
Members' deficit	(106,782)	(36,233)
Total liabilities and members' deficit	3,460,928	3,183,175

The accompanying notes are an integral part of these financial statements.

Statements of operations

	For the year ended December 31, 2015	For the period from May 16, 2014 (Inception) to December 31, 2014	For the period from January 11, 2012 (Inception) to December 31, 2012
	\$	\$	\$
Rental revenues	409,600	28,644	128,964
Operating expenses:			
Common area maintenance	52,524	2,875	8,979
General and administrative expenses	82,273	16,530	13,493
Rent expense	71,717	20,799	7,621
Depreciation and amortization	186,690	15,250	65,908
Total operating expenses	393,204	55,454	96,001
Interest expense	86,945	9,423	41,088
Net loss	(70,549)	(36,233)	(8,125)

The accompanying notes are an integral part of these financial statements.

Statements of changes in members' deficit

	Total Members' Deficit
	\$
Members' equity at May 16, 2014 (Inception)	-
Net loss	(36,233)
Members' deficit, December 31, 2014	(36,233)
Net loss	(70,549)
Members' deficit, December 31, 2015	(106,782)



Statements of cash flows

	For the Year Ended December 31, 2015	For the Period from May 16, 2014 (Inception) to December 31, 2014	For the Period from January 11, 2012 (Inception) to December 31, 2012
	\$	\$	\$
Cash flows from operating activities:			
Net loss	(70,549)	(36,233)	(8,125)
Adjustments to reconcile net loss to net cash (used in) provided by operating activities:			
Depreciation	132,263	14,507	54,292
Amortization	54,427	743	11,616
Changes in operating assets and liabilities:			
Accounts receivable	9,380	(28,644)	(1,000)
Deferred charges and other assets	(39,660)	(82,067)	(128,964)
Accounts payable and accrued expenses	(129,246)	219,280	(226,768)
Unearned revenue	12,354	-	(436,002)
Net cash (used in) provided by operating activities	(31,031)	87,586	(734,951)
Cash flows from investing activities:			
Additions to real property	(463,850)	(2,946,867)	(7,791,686)
Net cash used in investing activities	(463,850)	(2,946,867)	(7,791,686)
Cash flows from financing activities:			
Payment of debt issuance costs	-	(99,305)	-
Repayments on note payable	(203,496)	-	2,000,000
Proceeds from note payable	399,872	3,000,128	(2,000,000)
Proceeds from note payable to related party	268,818	-	-
Net cash provided by financing activities	465,194	2,900,823	-
Net (decrease) increase in cash	(29,687)	41,542	-
Cash, beginning of period	41,542	-	-
Cash, end of period	11,855	41,542	-
Supplemental disclosures of cash flow information:			
Cash paid for interest	107,875	-	25,708

The accompanying notes are an integral part of these financial statements.

Notes to financial statements

1 Summary of Organization and Significant Accounting Policies

Organization

Sooner Town Center III, LLC (an Oklahoma limited liability company) (the Company) was organized in May 2014 for the purpose of acquiring, developing and leasing commercial properties in Oklahoma. The Company developed and operates a retail center (the Project) located in Midwest City, Oklahoma. The Project is defined by a ground lease agreement between Sooner Town Center, LLC and the Company. The Company is responsible for design, construction, financing, leasing and management of the Project. Income and loss will be allocated to members in accordance with the operating agreement.

Cash and Cash Equivalents

The Company classifies highly liquid investments with original maturity dates of three months or less as cash equivalents.

Concentration of Credit Risk

The Company's operating property is located in Midwest City, Oklahoma. The Company's ability to generate future revenues is dependent upon the economic conditions within this area.

As of December 31, 2015, the Company had two tenants. The initial tenant comprised approximately 64% of rental revenue for the year ended December 31, 2015. As of December 31, 2015, substantially all of the accounts receivable balance was due from the second tenant. As of December 31, 2014, the Company had one tenant. Accordingly, 100% of rental revenues and accounts receivable related to this tenant.

The Company maintains its cash in a commercial bank. Regularly during the year, the Company maintained cash and cash equivalents in accounts in excess of the amount insured by the Federal Deposit Insurance Corporation. The Company's management regularly monitors the financial stability of these financial institutions.

Revenue Recognition

Rental revenue is generally recognized based on the terms of leases entered into with tenants. Rental revenue from leases with scheduled rent increases, abatements, or incentives is recognized on a straight-line basis over the noncancelable term of the respective leases. Property operating cost recoveries from tenants for common area maintenance, real estate taxes and other recoverable costs totaling \$80,917 and \$4,483 for the year ended December 31, 2015 and for the period from May 16, 2014 (Inception) to December 31, 2014, respectively, are recognized in the period in which the related expenses are incurred, and are included in rental revenues in the accompanying statements of operations. Receivables relating to these recoveries totaled \$15,843 and \$4,483 as of December 31, 2015 and 2014, respectively, and are recognized as accounts receivable on the accompanying balance sheets. If it becomes probable that a tenant will fail to perform according to the terms of the lease, a loss equal to the accrued rental revenue unlikely to be received from that tenant would be charged to operations.

Revenue received in advance from tenants is recognized as unearned revenue on the accompanying balance sheets. Unearned revenue as of December 31, 2015 was \$12,354. Unearned revenue as of December 31, 2014 was \$0.

The Project consists of two units totaling 23,024 square feet of retail space and was completed in 2015. At December 31, 2015, two tenants were operating noncancelable leases providing for future minimum rents of \$2,092,722, with the latest expiration date of January 31, 2025.

Future minimum rents receivable under noncancelable leases for all known tenants at December 31, 2015, are as follows. Both leases have renewal options which are not included below.

	Amount
	\$
2016	346,336
2017	346,336
2018	346,336
2019	322,381
2020	143,333
Thereafter	588,000
	2,092,722

Rent and other receivables are reported at their estimated net realizable value. When necessary, the Company provides an allowance for doubtful accounts based upon a review of outstanding receivables, historical collection information and existing economic conditions. Past due status is based on the contractual terms of the receivables. Rent and other receivables are written off based on individual credit evaluation and specific circumstances of the customer. Management has concluded that all of the Company's accounts receivable amounts will be realizable and, accordingly, has not recorded an allowance for doubtful accounts at December 31, 2015 and 2014.

Real Property

Buildings are stated at cost and depreciated using the straight-line method over the estimated useful life of 39 years. Land improvements and signage are depreciated using an accelerated method of depreciation over the useful life of the assets, usually 15 years. Direct and indirect costs that relate to land development and building construction are capitalized. Costs are allocated to Project components by the specific identification method whenever possible. Otherwise, costs are allocated based on square footage or acreage.

Depreciation on real property charged to operations was \$132,263 and \$14,507 for the year ended December 31, 2015 and for the period from May 16, 2014 (Inception) to December 31, 2014, respectively.

Repairs are charged against operations. Renewals and betterments that materially extend the life of an asset are capitalized.

The Company reviews the real property for impairment whenever events or changes in circumstances indicate that the carrying amount of the real property may not be recoverable. Recoverability of the real property is measured by a comparison of the carrying amount of the real property to undiscounted future net cash flows expected to be generated by the real property. If the real property is considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the real property exceeds its fair value. No impairment was recognized as of December 31, 2015.

Deferred Charges and Other Assets

Deferred charges consist of lease commissions, lease costs and loan costs, and are stated at cost net of accumulated amortization. At December 31, 2015 and 2014, total deferred charges capitalized were \$199,972 and \$181,372, respectively, with accumulated amortization of \$55,170 and \$743, respectively. The lease commissions and lease costs are amortized on the straight-line method over the terms of the respective leases. Lease commission and lease costs amortization expense of \$19,378 and \$743 is included in depreciation and amortization in the accompanying statement of operations for the year ended December 31, 2015 and for the period from May 16, 2014 (Inception) to December 31, 2014, respectively. Loan costs consist of various debt issuance costs and are amortized on the straight-line method, which approximates the effective interest method, based on terms of the debt agreement. Loan cost amortization expense of \$35,049 and \$0 is included in depreciation and amortization in the accompanying statement of operations for the year ended December 31, 2015 and for the period from May 16, 2014 (Inception) to December 31, 2014, respectively.

Deferred charges and other assets also includes \$21,060 and \$0 of prepaid expenses at December 31, 2015 and 2014, respectively.

Income Taxes

The Company is a limited liability company treated as a partnership for federal and state income tax purposes. As a result, the Company's results of operations are included in the income tax returns of its individual members. Accordingly, no provision for federal or state income taxes has been recorded in the accompanying financial statements.

The Company follows applicable authoritative guidance on accounting for uncertainty in income taxes which, among other things prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return, and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods and disclosure. The Company has no uncertain tax positions.

Use of Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

2 Debt

The Company entered into a note payable agreement with Midwest City Hospital Authority for borrowings in the maximum principal amount of \$3,400,000 on July 2, 2014. Total amounts drawn on this loan as of December 31, 2015 and 2014, were \$3,196,504 and \$3,000,128, respectively. The note is collateralized by a deed of trust on real property and assignment of rents. The interest rate on this note is 2.57%. Installments of principal and interest on the total amount disbursed under the note are paid monthly. The agreement states that such payments were to begin 30 days following the commencement date of the initial tenant, which occurred in December 2014. The entire unpaid balance of principal and accrued unpaid interest owed on the note will be due and payable on November 1, 2017.

Interest incurred related to the above loan totaled \$82,915 and \$24,960 for the year ended December 31, 2015 and for the period from May 16, 2014 (Inception) to December 31, 2014, respectively.

Scheduled principal payments on the note payable are as follows:

	Amount
	\$
2016	176,746
2017	3,019,758
	3,196,504

3 Note Payable to Related Party

Sooner Town Center, LLC (STC) and the Company entered into an agreement in 2015 whereby STC loaned the Company \$268,818. Monthly interest payments commenced on June 1, 2015, with interest-only payments of \$576. The interest rate is fixed at 2.57%. The entire outstanding principal balance, plus any accrued but unpaid interest, shall be due and payable on October 31, 2017.

Interest expense related to this loan totaled \$4,030 for the year ended December 31, 2015.

4 Leases

The Company subleases the Project land from Sooner Town Center, LLC, a related party. Rent commenced on July 2, 2014. The lease expires on October 31, 2062, with a five year renewal option. Annual rent for the first 10 years is \$50,000. The monthly rent amount increases by 10% on the 10th anniversary of the commencement date, and every five years thereafter.

Straight-line rental expense totaled \$71,717 and \$20,799 for the year ended December 31, 2015 and for the period from May 16, 2014 (Inception) to December 31, 2014, respectively. Rent expense related to this lease incurred and unpaid totaled \$32,516 and \$14,966 as of December 31, 2015 and 2014, respectively, and is included in accounts payable and accrued expenses on the accompanying balance sheet.

Future minimum rent payments for the original term are as follows:

	Amount
	\$
2016	50,000
2017	50,000
2018	50,000
2019	50,000
2020	50,000
Thereafter	3,141,239
	3,391,239

5 Related-party Transactions and Balances

Robert Collett, Collett Management LLC, and Collett & Associates LLC (collectively Collett), affiliated entities, provide leasing, development, and brokerage services to the Company. The Company paid \$9,300 and \$0 in leasing commissions to Collett for the year ended December 31, 2015 and for the period from May 16, 2014 (Inception) to December 31, 2014, respectively. Additionally, the Company paid Collett \$24,750 in development fees in connection with the construction of the Project for the year ended December 31, 2015. The Company also paid \$1,000 and \$5,000 to Collett for account maintenance services for the year ended December 31, 2015 and for the period from May 16, 2014 (Inception) to December 31, 2014, respectively. Nominal amounts for various expense reimbursements were paid to Collett for the year ended December 31, 2015 and for the period from May 16, 2014 (Inception) to December 31, 2014. Property management fees totaling \$28,113 were paid to Collett for the year ended December 31, 2015, no such fees were paid for the period from May 16, 2014 (Inception) to December 31, 2014.

Sooner Investment Realty (SIR), an affiliated entity, provides leasing and development services to the Company. The Company paid \$9,300 and \$0 in leasing commissions to SIR for the year ended December 31, 2015 and for the period from May 16, 2014 (Inception) to December 31, 2014, respectively. Additionally, the Company paid SIR \$24,750 and \$10,000 in development fees in connection with the construction of the Project for the year ended December 31, 2015 and for the period from May 16, 2014 (Inception) to December 31, 2014, respectively.

Utility expenses paid during 2015 to Midwest City totaled \$2,329, no such fees were paid during 2014.

6 Subsequent Events

The Company has analyzed its operations subsequent to December 31, 2015, through May 9, 2017, the date the financial statements were available to be issued.





The City of Midwest City

NEIGHBORHOODS IN ACTION

1124 N. DOUGLAS BLVD. * MIDWEST CITY, OKLAHOMA,
73130 * (405) 736-1973 * FAX * (405) 869-9289

TO: Honorable Mayor and Council

FROM: Tom Bridgett, Neighborhoods in Action Coordinator

Date: May 9, 2017

Subject: Discussion and consideration of approving and entering into a contract in an amount not to exceed \$2,000.00 for fiscal year 2017-2018 with Crutcho Public School to establish the terms and conditions under which Crutcho Public School will provide a school bus and driver for Neighborhoods in Action Youth Summer Camp.

Crutcho Public School will provide transportation equipment (“buses”) and bus operators (“drivers”) for the transportation of Summer Camp participants (children between the ages of 8 and 13, and Neighborhoods in Action staff and volunteers) to and from Summer Camp activities at locations in the Oklahoma City metro area.

This contract, a copy which is attached for your review, provides for a comprehensive scope of services associated with the transportation of Neighborhoods in Action Summer Youth Camp participants, staff and volunteers.

Staff recommends approval.

Tom Bridgett
Neighborhoods in Action Coordinator

Attachment (1)

CRUTCHO PUBLIC SCHOOL
Use of District Transportation Equipment
(School District Bus Lease Contract)

This contract is made and entered into by and between Crutcho Public School of Oklahoma County (“Crutcho”) and the City of Midwest City, a municipal corporation (“City”).

City desires to enter into this contract with Crutcho whereby Crutcho will provide transportation equipment (“buses”) and bus operators (“drivers”) for the transportation of Summer Camp participants (children between the ages of 8 and 13, and Neighborhoods in Action staff and volunteers) to and from Summer Camp activities at locations in the Oklahoma City metro area.

Therefore, in consideration of the mutual conditions and agreements herein contained and, intending to be legally bound, the parties agree as follows:

1. The transportation to be furnished by Crutcho under this contract will commence on June 19, 2017 and will terminate July 21, 2017.

2. City shall pay Crutcho \$ 20.00 per hour for each hour Crutcho provides City with transportation, including buses and drivers, for a maximum of 20 hours per week for a total of five weeks. During the term of this contract, total compensation that will be paid to Crutcho for transportation shall not exceed a total of \$2,000.00.

3. All buses provided by Crutcho for the performance of this contract will comply with Crutcho policies and regulations, and state laws, rules and regulations applicable to transportation equipment used to transport school children including, but not limited to, the rules of the Oklahoma State Department of Education.

4. Crutcho will be responsible for all fuel, repairs and maintenance for the buses, and replacement buses should the need arise.

5. Crutcho will provide a qualified driver who is an employee of Crutcho and who meets all the requirements to operate a school bus and transport school children in the State of Oklahoma.

6. A Certificate of Insurance must be provided by Crutcho indicating minimum liability coverage in the amount of:

- a) \$ 100,000.00 property damage;
- b) \$ 100,000.00 personal injury each accident or occurrence; and
- c) \$1,000,000.00 aggregate (all claims for any one occurrence).

7. Crutcho shall not be liable to City and there will be no adjustment in the contract amount for days on which Crutcho’s buses are unable to operate through no fault of Crutcho, such as adverse weather conditions.

8. Any notice from one party to the other party concerning this contract shall be in writing and shall be given by certified mail, return receipt requested, or in person by hand delivery to Crutchto at 2401 North Air Depot Boulevard, Oklahoma City, Oklahoma 73141 or to City at 100 North Midwest Boulevard, Midwest City, Oklahoma 73110.

9. Any changes to this contract must be presented and approved by both parties at least 48 hours in advance of the commencement date.

10. Any changes or modifications to the terms of this contract must have the signatures of both parties.

This contract represents the entire understanding between and among the parties concerning the subject matter hereof. Neither party may assign this contract.

The parties have approved and executed this contract, Crutchto on the _____ day of _____, 2017 and City on the 9th day of May, 2017.

CRUTCHO PUBLIC SCHOOLS OF OKLAHOMA
COUNTY, OKLAHOMA

ANTONIA JENNINGS, Board President

ATTEST:

JAMES ERIKA, Board Secretary

CITY OF MIDWEST CITY, a municipal
corporation

MATHEW D. DUKES, II Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

PHILIP W. ANDERSON, City Attorney



The City of Midwest City

NEIGHBORHOODS IN ACTION

1124 N. DOUGLAS BLVD. * MIDWEST CITY, OKLAHOMA,
73130 * (405) 736-1973 * FAX * (405) 869-9289

TO: Honorable Mayor and Council

FROM: Tom Bridgett, Neighborhoods in Action Coordinator

Date: May 9, 2017

Subject: Discussion and consideration of approving and entering into a contract in an amount not to exceed \$6,500.00 for fiscal year 2017-2018 with THICK DESCRIPTIONS to establish the terms and conditions under which THICK DESCRIPTIONS will provide an extended week long S.T.E.A.M. (Science, Technology, Engineering, Anthropology, and Math) camp to Neighborhoods in Action Youth Summer Camp participants.

THICK DESCRIPTIONS ("TD") will provide an extended week long S.T.E.A.M. (Science, Technology, Engineering, Anthropology and Math) camp to Neighborhoods in Action (NIA) Summer Camp participants (children between the ages of 8 and 12).

This contract, a copy which is attached for your review, provides for a comprehensive scope of services associated with S.T.E.A.M. to be provided to NIA Summer Youth Camp participants.

Staff recommends approval.

Tom Bridgett
Neighborhoods in Action Coordinator

Attachment (1)

THICK DESCRIPTIONS S.T.E.A.M. LEARNING JOURNEY CONTRACT

THIS CONTRACT is made and entered into this 9th day of May, 2017 by and between THICK DESCRIPTIONS, (“TD”) and the City of Midwest City, a municipal corporation (“City”).

City desires to enter into this contract with TD whereby TD will provide a S.T.E.A.M. (Science, Technology, Engineering, Anthropology and Math) Learning Journey to youth between the ages of 8 – 12.

Therefore, in consideration of the mutual conditions and agreements herein contained and, intending to be legally bound, the parties agree as follows:

- 1) TD agrees to provide camp services to City tweens on Monday, June 19, 26 and July 3, 10, 17, 2017 from 8:00 am. to 5:00 pm. The purpose of this learning journey is to provide S.T.E.A.M. to youth. This learning journey is free to all attendees.
- 2) S.T.E.A.M. Learning Journey will accommodate up to 30 students (tweens between the ages of 8 – 12) in Midwest City, providing hands on instruction. The learning journey will be held at Neighborhoods in Action, Midwest City, Oklahoma.
- 3) The City shall pay TD \$6,500.00 to execute this learning journey.
- 4) A Certificate of Insurance must be provided by TD indicating minimum liability coverage in the amount of:
 - a) \$100,000.00 personal injury each accident or occurrence; and
 - b) \$1,000,000.00 aggregate (all claims for any one occurrence).
- 5) TD shall not be liable to the City and there will be no adjustment in the contract amount for days on which TD is unable to execute the camp through no fault of TD, such as adverse weather conditions.

- 6) Any notice from one party to the other party concerning this contract shall be in writing and shall be given by certified mail, return receipt requested, or in person by hand delivery to TD at 2701 NW 110th Street, Oklahoma City, Oklahoma, 73120.
- 7) Any changes to this contract must be presented and approved by both parties at least 48 hours in advance of the commencement date.
- 8) Any changes or modifications in the terms of this contract must have the signatures of both parties.

This contract represents the entire understanding between and among the parties concerning the subject matter hereof. Neither party may assign this contract.

The parties have approved and executed this contract, TD on the ____ day of _____, 2017 and City on the 9th day of May, 2017.

Thick Descriptions
Oklahoma City, Oklahoma

City of Midwest City

SUZETTE V. CHANG, FOUNDER/COO

MATTHEW D. DUKES, II Mayor

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

PHILIP W. ANDERSON, City Attorney

Attest:

SARA HANCOCK, City Clerk



THICK DESCRIPTIONS S.T.E.A.M. LEARNING JOURNEY CONTRACT

THIS CONTRACT is made and entered into this 9th day of May, 2017 by and between THICK DESCRIPTIONS, ("TD") and the City of Midwest City, a municipal corporation ("City").

City desires to enter into this contract with TD whereby TD will provide a S.T.E.A.M. (Science, Technology, Engineering, Anthropology and Math) Learning Journey to youth between the ages of 8 – 12.

Therefore, in consideration of the mutual conditions and agreements herein contained and, intending to be legally bound, the parties agree as follows:

- 1) TD agrees to provide camp services to City tweens on Monday, June 19, 26 and July 3, 10, 17, 2017 from 8:00 am. to 5:00 pm. The purpose of this learning journey is to provide S.T.E.A.M. to youth. This learning journey is free to all attendees.
- 2) S.T.E.A.M. Learning Journey will accommodate up to 30 students (tweens between the ages of 8 – 12) in Midwest City, providing hands on instruction. The learning journey will be held at Neighborhoods in Action, Midwest City, Oklahoma.
- 3) The City shall pay TD \$6,500.00 to execute this learning journey.
- 4) A Certificate of Insurance must be provided by TD indicating minimum liability coverage in the amount of:
 - a) \$100,000.00 personal injury each accident or occurrence; and
 - b) \$1,000,000.00 aggregate (all claims for any one occurrence).
- 5) TD shall not be liable to the City and there will be no adjustment in the contract amount for days on which TD is unable to execute the camp through no fault of TD, such as adverse weather conditions.

- 6) Any notice from one party to the other party concerning this contract shall be in writing and shall be given by certified mail, return receipt requested, or in person by hand delivery to TD at 2701 NW 110th Street, Oklahoma City, Oklahoma, 73120.
- 7) Any changes to this contract must be presented and approved by both parties at least 48 hours in advance of the commencement date.
- 8) Any changes or modifications in the terms of this contract must have the signatures of both parties.

This contract represents the entire understanding between and among the parties concerning the subject matter hereof. Neither party may assign this contract.

The parties have approved and executed this contract, TD on the ____ day of _____, 2017 and City on the 9th day of May, 2017.

Thick Descriptions
Oklahoma City, Oklahoma

City of Midwest City

SUZETTE V. CHANG, FOUNDER/COO

MATTHEW D. DUKES, II Mayor

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

PHILIP W. ANDERSON, City Attorney

Attest:

SARA HANCOCK, City Clerk



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: May 9, 2017

SUBJECT: Discussion and consideration of renewing an agreement with the City of Choctaw to provide emergency animal control services for fiscal year 2017-18.

With the renewal of this agreement, the City of Midwest City will provide emergency animal control services for the City of Choctaw for fiscal year 2017-18.

Staff recommends approval.

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

Brandon Clabes
Chief of Police

Attachment: Agreement

**THE CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

This Agreement, effective on the 1st day of July, 2017, by and between the **City of Choctaw**, hereinafter referred to as "Choctaw" and the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City".

WITNESSETH:

WHEREAS, Choctaw has a need for emergency animal control services by qualified personnel; and

WHEREAS, Midwest City is willing and able to provide the needed services to Choctaw; and

WHEREAS, Midwest City will provide a qualified officer and an appropriately equipped vehicle from its Animal Control division to provide the needed services to Choctaw.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties to this Agreement mutually agree to the following:

1. Only upon call by authorized officials of Choctaw, Midwest City shall send an Animal Control Officer to respond to emergency calls only i.e. injured animal, animal bite, vicious animal, etc.
2. Choctaw shall provide a Choctaw police officer to accompany the Midwest City Animal Control officer while the latter is within the town limits of Choctaw.
3. Choctaw agrees to pay a \$30.00 service fee per hour, with a one-hour minimum charge, with a \$15.00 trip charge, plus the cost of lost or damaged equipment, and cost of drug usage when tranquilizing animals. Choctaw also agrees to pay \$30.00 when a head removal is required to test for rabies. The rates charged for responses outside the normal working hours shall be double the rates for the normal working hours. The rates stated herein are in addition to any fees charged for the disposal of animals. Payment by Choctaw to Midwest City shall be made within 30 days of receipt of each billing statement. Midwest City shall collect all monies associated with each response from the City of Choctaw. The City of Choctaw shall be responsible for collecting any monies from any citizens.
4. The term of this agreement shall be from the date of the acceptance by the governing bodies of Midwest City and of Choctaw through the following 30th day of June. This Agreement may be renewed by the mutual consent of both parties received in writing at least thirty (30) days in advance of the termination date

hereof. Said renewal shall be for the following year (July 1 through June 30). This Agreement may be renewed from year to year.

5. Choctaw shall hold Midwest City harmless from any liability whatsoever arising from Midwest City's provision of Animal Control services to Choctaw. Nothing in this paragraph shall be deemed a waiver by Choctaw or Midwest City under the Governmental Tort Claims Act, Title 51, Oklahoma Statutes, Section 151 et seq.
6. This agreement may be amended by mutual written agreement by both parties at any time.

IN WITNESS WHEREOF, the Council of the City of Choctaw, Oklahoma, have approved and executed this Agreement on the 18th day of April, 2017.



City Clerk

CITY OF CHOCTAW

Randy Row
Mayor

Approved as to form and legality this 18 day of April, 2017.

Paul A. West
City Attorney

Approved by the Council of Midwest City, Oklahoma this _____ day of _____, 20__.

CITY OF MIDWEST CITY

Matthew D. Dukes II, Mayor

ATTEST:

Sara Hancock, City Clerk

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

Philip W. Anderson, City Attorney



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: May 9, 2017

SUBJECT: Discussion and consideration of renewing an agreement with the Oklahoma Humane Place Spay/Neuter Clinic to perform veterinary services associated with the Adopt-A-Pet program for fiscal year 2017-2018.

With this agreement, the Oklahoma Humane Spay/Neuter clinic will perform veterinary services associated with the City's Adopt-A-Pet program for fiscal year 2017-2018.

Staff recommends approval.

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

Brandon Clabes
Chief of Police

Attachment: Proposed Agreement

**CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

This agreement, made and entered into this ____ day of _____, 2017, by and between the City of Midwest City, a municipal corporation, hereinafter called the "First Party" and **OK Humane Place Spay/Neuter Clinic**, a Veterinary Clinic, hereinafter referred to as the "Second Party."

PURPOSE

The purpose of this contract entered into this ____ day of _____, 2017 and between the First Party and the Second Party is to promote the Health, Safety, and Public Welfare of the Citizens of Midwest City and to further humane care, treatment, and disposal of animals coming into the possession of the First Party.

Now, therefore, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, it is mutually agreed between the parties hereto as follows:

1. Second Party agrees that it will provide to any dog or cat adopted from First Party for the fee of \$5.00 per animal, a rabies vaccination, given at the time of sterilization.
2. Second Party agrees to perform Sterilization of any dog or cat a fee of \$40.00 per dog and \$25.00 per cat. This service is to be performed on date assigned by Second Party.
3. Second Party agrees to provide First Party with an itemized statement of services on a monthly basis as required. First Party agrees to pay Second Party amount due and owing within sixty (60) days of receipt of statement.
4. The Second Party agrees to hold the First Party harmless from any and all damages resulting from actions or inactions of Second Party as required by this contract.
5. The terms of this contract shall be for the 1st day of July, 2017, through the 30th day of June, 2018.

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

CITY OF MIDWEST CITY

Matthew D. Dukes II, Mayor

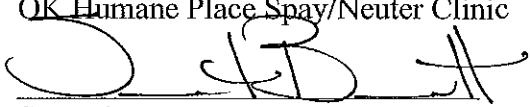
ATTEST:

Sara Hancock, City Clerk

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

Philip W. Anderson, City Attorney

Approved by Samantha Burnett Second Party, on this 7th day of
April, 2017.

OK Humane Place Spay/Neuter Clinic


Second Party



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: May 9, 2017

SUBJECT: Discussion and consideration of renewing the Jail Services Agreement for fiscal year 2017-18 with the City of Choctaw, to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials at a rate of \$58.00 per day, plus a \$25.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours.

The Midwest City Police Department requests the Council to renew the current agreement with the City of Choctaw, to provide labor and jail facilities to retain all prisoners who are placed into a confinement status by law enforcement officials. This agreement will allow the Midwest City Police Department jail facility to hold adult prisoners for this town at a rate of \$58.00 per day, plus a \$25.00 booking fee that will be applied to the daily compensation charge if the inmate is held longer than eleven (11) hours. The terms of the agreement shall be from July 1, 2017 through June 30, 2018.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Agreement

**CITY OF MIDWEST CITY
JAIL SERVICES AGREEMENT**

This Jail Services Agreement is made and entered into as of the 1st day of July 2017 by and between the **City of Choctaw**, Oklahoma a municipal corporation (hereinafter referred to as “Choctaw”), and the City of Midwest City, Oklahoma, a municipal corporation (hereinafter referred to as “Midwest City”).

Whereas, this Agreement is made recognizing the provisions of 74 Oklahoma Statutes, § 192, as may be amended from time to time, and all rights as provided under the state and federal Constitutions; and

Whereas, Midwest City owns and operates a fully licensed and accredited jail facility located at 100 North Midwest Boulevard in Midwest City, Oklahoma (hereinafter referred to as the “Jail”); and

Whereas, the Oklahoma statutes and Midwest City charter authorize and allow Midwest City to contract to provide services pursuant to this Agreement;

NOW, THEREFORE, the parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1. Term/Renewal.

- A. The term of this Agreement shall commence on this 1st day of July, 2017 at 12:01 a.m. and terminate at midnight on the 30th day of June, 2018. Billings will start upon receipt of prisoners.
- B. This Agreement may be renewed for successive one-year terms each to begin at 12:01 a.m. on July 1 and to terminate at midnight on June 30 of the following calendar year.

2. No Separate Legal Entity. No separate legal entity or organizations shall be deemed created by virtue of this Agreement.

3. Definitions.

- A. A “Choctaw prisoner” shall be defined as any prisoner incarcerated in the Jail solely on Choctaw municipal convictions and/or any other person that is otherwise held solely at the request of Choctaw police.
- B. A “hold for municipal/state prisoner” shall be defined as a prisoner arrested by a Choctaw police officer with or without a warrant for any alleged violation of state law. Hold for municipal/state prisoners will become Choctaw prisoners when all state charges

have been declined or disposed of and the prisoner is being held only for Choctaw municipal charge(s) or Choctaw municipal conviction(s), or otherwise held at the request of Choctaw police.

4. Purpose. The purpose of this Agreement is to provide for the incarceration of Choctaw prisoners and hold for municipal/state prisoners within the Jail, under the custody of Midwest City officials, and to otherwise coordinate booking and detention functions

5. Termination.

- A. This Agreement may be terminated by either party for any reason or for no reason upon one hundred eighty (180) days written notice to the other party.
- B. This Agreement may be terminated by any party for cause upon the passage of sixty (60) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

6. Compensation.

- A. Choctaw's financial obligations under this Agreement shall be limited to the compensation described in this paragraph. As compensation for the services described in this Agreement, Choctaw agrees to pay Midwest City fifty-eight dollars (\$58.00) per day or 2.42 per hour, prorated to the closest hour interval, per Choctaw prisoner or hold for municipal/state prisoner per day the Choctaw prisoner or hold for municipal/state prisoner is held on behalf of Choctaw. A booking fee of twenty-five dollars (\$25.00) shall be assessed to each Choctaw prisoner upon entry into the jail. If the Choctaw prisoner is held longer than eleven (11) hours, the twenty-five dollar (\$25.00) booking fee shall be applied to the daily compensation charge. In consideration of which Midwest City will operate and maintain a fully licensed and certified jail facility and shall assume responsibility for the incarceration of Choctaw prisoners or hold for municipal/state prisoners therein consistent with applicable statutes of the state of Oklahoma and the laws of the United States of America for detention for violation of Choctaw municipal ordinances or Oklahoma state statutes, or otherwise held for Choctaw police.
- B. Midwest City agrees to prepare and submit to Choctaw monthly statements no later than the 15th of each month following the month of the detention service on a claim form pursuant to statutory and charter requirements. Choctaw agrees to use due

diligence to pay properly invoiced amounts within thirty (30) days of receipt.

7. Services. In exchange for the above compensation, Midwest City agrees to provide a jail facility that shall meet the standards set forth in 74 Oklahoma Statutes, § 192, as may be amended from time to time, and all constitutional rights as provided by the state and federal Constitutions and provide the following services:

- A. Midwest City hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the Jail who are Choctaw prisoners or hold for municipal/state prisoners.
- B. Midwest City shall permit Choctaw law enforcement officers and Choctaw's agents, in the pursuance of their official duties, as approved by the Choctaw chief of police and Midwest City, to enter the Jail at any and all hours for the purpose of conducting official business in the course of investigative process including, but not limited to, taking custody and/or removing prisoners as necessary for official investigations. During such time, Choctaw assumes responsibility and liability for such prisoners until the return of the prisoners to the Jail.
- C. Midwest City shall allow Choctaw access, at all times, to Choctaw prisoners or hold for municipal/state prisoners. Choctaw assumes responsibility and liability for any and all prisoners or trustees upon their removal from the Jail by Choctaw until such time as they are returned to the Jail by Choctaw.
- D. Midwest City agrees to provide appropriate personnel, if available, to serve in the capacity of hospital guards for Choctaw prisoners or hold for municipal/state prisoners when admittance into a medical facility outside the Jail is required. Choctaw agrees to pay any costs incurred by Midwest City for the appropriate personnel serving as guards for Choctaw prisoners or hold for municipal/state prisoners when so required by the Choctaw Police Department.

8. Custody.

- A. For purposes of this Agreement, custody shall be deemed to pass from Choctaw to Midwest City upon Choctaw's presentation and Midwest City's acceptance of the documentation required by Midwest City for booking of prisoners. For compensation purposes, Choctaw's financial responsibility for Choctaw prisoners and hold for municipal/state prisoners shall begin upon the presentation of the necessary documentation to book a prisoner into the Jail.

- B. Midwest City agrees to accept and provide for the secure custody care and safekeeping of Choctaw prisoners and hold for municipal/state prisoners.
- C. Midwest City shall coordinate with municipal judges of Choctaw for the posting of bonds for those persons charged with violations of Choctaw ordinances. All fines/bonds will be posted with the Choctaw municipal court clerk. Choctaw will be responsible for authorization of all own-recognizance bonds on Choctaw prisoners. Choctaw municipal authorities shall coordinate with Midwest City for the purposes of conducting arraignments of prisoners on municipal charges.
- D. Midwest City agrees to release Choctaw prisoners and hold for municipal/state prisoners within two (2) hours of notification or authorization to release unless special circumstances prevent release within that time whereupon the release shall be done as soon as practicable. For compensation purposes, Choctaw's financial responsibility ends at release or two (2) hours after providing Midwest City notification or authorization to release a Choctaw prisoner or hold for municipal/state prisoner, whichever is earlier.

9. Medical Care.

- A. Choctaw will not present to the Jail but, rather, will take a prisoner who needs emergency medical care to an approved emergency medical care institution for treatment. Arrested persons who are not conscious, semi-conscious, bleeding, cannot answer questions concerning their health to the satisfaction of the Jail staff or who are otherwise in need of any medical care will be taken to an approved medical care institution for treatment prior to being presented for booking at the Jail.
- B. Once a prisoner is in the custody of Midwest City, Midwest City agrees to accept and provide for the secure custody, care and safekeeping of Choctaw prisoners and hold for municipal/state prisoners in accordance with the federal and state standards and laws, Choctaw ordinances and court orders applicable to the operations of the Jail.
- C. Midwest City agrees the compensation set out in paragraph 6 of this Agreement includes providing Choctaw prisoners and hold for municipal/state prisoners with the same level of care and services provided Midwest City prisoners. Choctaw agrees to provide transportation to and from medical facilities outside of the Jail for any Choctaw prisoner or hold for municipal/state prisoner by a law

enforcement vehicle if the situation is not life-threatening and/or by other means including, but not limited to, ambulance transportation as the prisoner's medical condition requires.

10. Severable Liability.

- A. This Agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.
- B. All parties herein shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51, Oklahoma Statutes, §§ 151-172, inclusive, as may be amended from time to time. All parties shall further be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other party.

11. Notices. All notices required under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to Choctaw and to Midwest City at the following addresses:

If to Choctaw:	City Clerk City of Choctaw 2500 North Choctaw Road P.O. Box 567 Choctaw, Oklahoma 73020-0567
With a copy to police chief:	Chief of Police City of Choctaw 13240 N.E. 23 rd Street P.O. Box 567 Choctaw, Oklahoma 73020-0567
If to Midwest City:	City Clerk City of Midwest City 100 North Midwest Boulevard Midwest City, Oklahoma 73110
With a copy to police chief:	Chief of Police City of Midwest City 100 North Midwest Boulevard Midwest City, Oklahoma 73110

12. Fiscal Limitations. The obligations of the parties to pay out funds pursuant to the terms of this Agreement are specifically subject to the appropriation of sufficient funds for said purpose under the laws of the state of Oklahoma.

13. Non-Assignability. This Agreement shall be non-assignable unless agreed to in writing by all of the parties hereto.

14. Severable. The provisions of this Agreement shall be considered severable and, in the event any part or provision shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.

15. Laws and Regulations. This Agreement shall be subject to the Constitution and laws of the United States and state of Oklahoma; in particular, the provisions of 74 Oklahoma Statutes § 192, as may be amended from time to time, pertaining to minimum standards for jails shall specifically apply.

16. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

17. Inspections. Midwest City shall make available upon request any and all inspection reports concerning the Jail to the chief of police and city manager of Choctaw in a timely manner. This provision does not intend or create any liability and/or indicate that Choctaw has or exerts any control of or over the Jail but, rather, is expressly intended solely to allow monitoring of Choctaw prisoners, hold for municipal/state prisoners and jail standards.

18. Security. Choctaw personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at the Jail. Information belonging to Midwest City will be safeguarded by Choctaw to the same extent as Choctaw safeguards its own information of like kind relating to its own operation, subject to disclosures required by law.


19. Transportation of Choctaw Prisoners. Choctaw hereby assumes responsibility for the transportation of Choctaw prisoners to all municipal court appearances and shall hereby coordinate with the Choctaw municipal judges for the posting of bonds for those persons charged with violations of Choctaw ordinances. Choctaw hereby assumes responsibility for the transportation of hold for municipal/state prisoners to the Oklahoma County Jail or other appropriate institution.

20. Amendments. Any amendments to this Agreement must be in writing and approved by the parties.

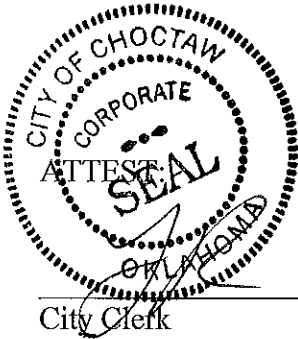
21. Complete Agreement. This Agreement is the complete agreement of the parties regarding matters addressed herein. No oral agreements or representations shall be considered binding on the parties.

PASSED AND APPROVED by the mayor and council of the City of Choctaw, Oklahoma on the 18th day of April, 2017 and by the mayor and council of the City of Midwest City, Oklahoma the _____ day of _____, 2017.


CITY OF CHOCTAW, OKLAHOMA,
a municipal corporation



Mayor



Approved as to form and legality this 18 day of April, 2017.



City Attorney

CITY OF MIDWEST CITY, OKLAHOMA,
a municipal corporation

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



City of Midwest City Police Department

100 N. Midwest Boulevard

Midwest City, OK 73110

Office 405.739.1320

Fax 405.739.1398

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: May 9, 2017

SUBJECT: Discussion and consideration of renewing the agreement with the City of Choctaw for animal care services for fiscal year 2017-18.

With the renewal of this agreement, the City of Midwest City will continue to house and care for the animals that the City of Choctaw may bring to Midwest City's animal welfare facility for fiscal year 2017-18.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Agreement

**THE CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

This Agreement is made and entered into this 25th day of July, 2017, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as "Midwest City," and the **City of Choctaw**, hereinafter referred to as "Municipality." The purpose of this Agreement is to promote the health, safety and public welfare of the citizens of Midwest City and of Municipality, and to further promote the humane care, treatment and disposal of animals coming into the possession of either of the parties to this Agreement.

"DVM" shall mean Doctor of Veterinary Medicine. "Animal" shall mean all non-hoofed animals. "Livestock" shall mean all domestic hoofed animals. "Dogs" shall mean all canine domestic animals. "Cats" shall mean all feline domestic animals. "Disposal Only" shall mean that animals are to be disposed of upon entry. "D/A" shall mean dead animals.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, it is mutually agreed between the parties to this Agreement as follows:

1. Midwest City shall furnish an animal shelter on the site provided by Midwest City.
2. Midwest City agrees that it shall accept, at its shelter facility and give receipt for, all animals collected by Municipality and delivered to Midwest City by Municipality or those working under its direction. The hours of operation for acceptance are Sunday through Saturday 8:00 a.m. through 6:00 p.m. Municipality must make arrangements internally to accept unwanted/owned animals or strays found by citizens within its city limits. Midwest City shall not accept unwanted/owned or stray animals directly from citizens of Municipality.
3. Midwest City agrees that all activities relating to veterinary medicine and veterinary care given to animals in its custody shall be performed by or at the direction of a licensed doctor of veterinary medicine, in compliance with the Veterinary Practice Act of State of Oklahoma.
4. Midwest City agrees that, for the purpose of this Agreement, it shall maintain office hours for reclamation and adoption of animals from 8:00 a.m. to 6:00 p.m., Sunday through Saturday. Minor and/or seasonal changes by Midwest City shall be effective only following reasonable notification to Municipality.
5. Midwest City agrees that it shall, upon payment by the animal's owner of all applicable Midwest City animal reclamation fees and costs, release any animal in its custody to its owner or the owner's authorized representative subject to the following:

- a. Midwest City agrees that it will not release any dog or cat entrusted to it until the party receiving the dog or cat shall have complied with all the Oklahoma state statutes relating to vaccination. A vaccination receipt or a DVM's written or verbal acknowledgment is deemed compliance with the requirement for rabies vaccination.
- b. The requirement of rabies vaccination shall be waived for an animal upon the request of the owner's veterinarian in the case of a sick or injured animal.
- c. Municipality agrees that any fees incurred beyond the normal scope of Midwest City Animal Welfare policies and/or City of Midwest City ordinances are to be collected by Municipality from the person reclaiming the animal. Midwest City takes no responsibility for the collection of fees or issuance of citations on behalf of the Municipality.

6. Midwest City shall keep in its custody and properly care for dogs and cats licensed, tagged or with a known owner collected and delivered to Midwest City by Municipality for a period of seven (7) days unless sooner redeemed by the owner. Any dog or cat collected and delivered to Midwest City by Municipality whose owner is unknown (meaning a stray) shall be held for five (5) days unless sooner redeemed by its owner. D/A will be billed as required. Dogs and cats entered at the collected and delivered to Midwest City by Municipality for Disposal only will be humanely disposed of upon entry. Holidays shall not be counted for billing purposes. After the expiration of the required holding period, Midwest City shall dispose of animals as it deems fit and/or humane.

7. Midwest City agrees that it will provide proper food, water, shelter, care and other humane treatment for such animals while they are in its possession and until they are placed or otherwise disposed of by Midwest City.

8. Midwest City agrees that it will provide access to the public in seeking lost or stray animals during the hours scheduled in paragraph 4 above.

9. Midwest City and Municipality do hereby mutually agree that the following schedule of fees and charges shall apply to all animals received in the performance of the terms and conditions of this Agreement brought to Midwest City by Municipality as follows, with payment made by Municipality to Midwest City plus payment of charges as set forth in paragraph 6:

- a. One hundred and five dollars (\$105.00) per animal for dogs and cats. This fee includes up to seven (7) days of boarding as outlined in paragraph 6. There shall be an additional ten dollar (\$10.00) disposal fee for any animal that is not adopted or redeemed.
- b. Eight dollars (\$8.00) per additional day of boarding.

- c. Twenty dollars (\$20.00) per sick/injured animal for euthanasia. There shall be an additional ten dollar (\$10.00) fee for any animal that Municipality wants Midwest City to dispose of after being euthanized.
- d. Ten dollars (\$10.00) for incineration, or disposal of dead non-ungulated animals (D/A).
- e. Fifteen dollars (\$15.00) for incineration, or disposal of dead ungulated animals (D/A).

10. If the Animal Welfare supervisor deems, in his/her professional opinion, that the injury or illness of an owned or stray animal is of such a nature that the animal should be immediately euthanized for humane reasons, then Midwest City is authorized to euthanize the animal upon entry.

11. Midwest City shall collect and retain all reclamation/adoption and disposal fees, and shall keep proper financial records to account for them.

12. Municipality may have full information as to the methods, means and manner of the operation, maintenance and management of its animal shelter during the term of this Agreement, including inspection by appointment.

13. In the event Midwest City is required to keep and maintain animals delivered by Municipality in excess of the periods set out in Paragraph 6 of this Agreement because of a requirement of health officials, law enforcement officials, Municipality or court order, Municipality agrees to pay Midwest City the sum of eight dollars (\$8.00) per day for any day the animal is kept and maintained in excess of the requirement set out in Paragraph 6.

14. Midwest City shall have the right to refuse any animal due to health or overcrowding.

15. Midwest City shall keep full and accurate records of all animals brought to Midwest City and a record of their final disposition. It shall individually identify, mark or tag to effect an individual record of each animal received. A current copy of the records shall be open to inspection by Municipality. Midwest City will make every reasonable effort to notify the known owner of the animal including, but not limited to, mailing written notice to the owner.

16. On or before the tenth (10th) day of each month upon proper claim by Midwest City to Municipality, Municipality shall pay all fees to which Midwest City is entitled under the terms of this Agreement.

17. Municipality will provide Midwest City with complete copies of Municipality's animal control ordinances, and keep and maintain them at all times.

18. Municipality, upon delivery of animals to the shelter, shall unload the animals, locate a representative of Midwest City and assist in the proper intake procedures of vaccination,

de-fleaing, worming, etc. Municipality shall then enter the animals into the appropriate area of the shelter as specified by Midwest City. Municipality shall complete applicable entry forms prior to Midwest City's acceptance of any animals. Municipality shall have no responsibility in the handling of the animals after acceptance by Midwest City.

19. Municipality hereby agrees that any loss resulting from the performance of this Agreement shall be borne by it and, further, Municipality hereby agrees to indemnify and save forever harmless Midwest City and all of its officers and employees from any and all claims for damages of any kind or nature whatsoever which may hereafter be made against Midwest City or any of its officers or employees on account of any personal injury, animal injury, property damages or other losses or damages caused by the negligent acts of Municipality, its agents or employees. Nothing in this paragraph shall be deemed a waiver by Municipality of any provision of the Governmental Tort Claims Act, Title 51, Oklahoma Statutes, Section 151 *et seq.*

20. It is hereby agreed that this Agreement shall not be assigned by Municipality, in whole or in part, without the written consent of Midwest City.

21. It is hereby agreed that no waiver or modification of this Agreement shall be valid or admissible as evidence in any litigation proceeding unless such waiver or modification has been signed by the party sought to be charged with such waiver or modification.

22. It is hereby agreed that the breach of any of the terms of this Agreement shall be grounds for the party aggrieved thereby to terminate this Agreement if the violation is not corrected within thirty (30) days after written notice to the offending party.

23. The term of this Agreement shall be from the date of the acceptance by the governing bodies of Midwest City and of Municipality through the following 30th day of June. This Agreement may be renewed by the mutual consent of both parties received in writing at least thirty (30) days in advance of the termination date hereof. Said renewal shall be for the following fiscal year (July 1 through June 30). This Agreement may be renewed from year to year.

24. This Agreement may be terminated for any reason upon thirty (30) days written notice by either party to the other party.

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

CITY OF MIDWEST CITY

Matthew D. Dukes II, Mayor

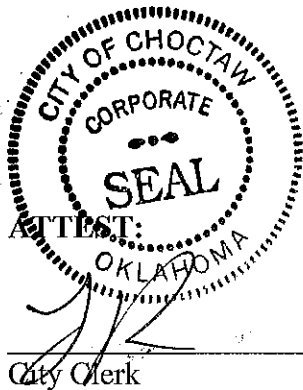
ATTEST:

Sara Hancock, City Clerk

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

Philip W. Anderson, City Attorney

Approved by the governing body of Choctaw, Oklahoma, on this 18th day of April, 2017.



City Clerk

CITY OF CHOCTAW

Mayor

Approved as to form and legality this 18 day of April, 2017.

City Attorney



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

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Chief of Police

DATE: May 9, 2017

SUBJECT: Discussion and consideration of approving and entering into an agreement with Reno Animal Hospital, who are electing to offer free services to adopted animals, in conjunction with the Adopt-A-Pet program for fiscal year 2017-18.

Under this agreement, local veterinary businesses would perform a limited amount of veterinary services free of charge for those who choose to adopt an animal from the Midwest City Animal Shelter. This includes an office visit and a wellness exam free of charge to the City of Midwest City and the adopter; providing the adopter presents adoption paperwork from the Midwest City Shelter bearing a date on or after the date of the agreement.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attached: Proposed Agreement

**THE CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

This agreement is effective the 1st day of July, 2017, by and between the City of Midwest City, a municipal corporation, hereinafter referred to as the "First Party," and **Reno Animal Hospital**, a veterinary clinic, hereinafter referred to as the "Second Party."

PURPOSE

The purpose of this contract is to promote the health, safety, and public welfare of the citizens of Midwest City and to further humane care, treatment, and disposal of animals coming into the possession of the First Party.

DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings respectively ascribed as follows:

Office Visit: A meeting between an Adopter and the veterinarian to discuss health advice or treatment for an animal.

Wellness Exam: A physical and/or visual exam of an animal by a veterinarian that could help determine the need for treatment or preventative health care. This exam does not include the use of any expendable supplies or services that would result in a cost to the veterinarian.

Adopter: A person who has adopted an animal from the Midwest City Animal Welfare Department.

Now, therefore, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, it is mutually agreed between the parties hereto as follows:

1. The Second Party agrees that it will provide to any dog or cat adopted from the First Party an office visit and wellness exam at no expense (\$0.00) to the First Party or an Adopter.
2. The Second Party agrees that any and all charges accrued during the visit will be billed directly to the Adopter and not billed to the First Party.
3. The Second Party agrees to hold the First Party harmless from any and all damages resulting from actions or inactions of the Second Party as required by this agreement.
4. The terms of this agreement shall be from the 1st day of July, 2017, through the 30th day of June, 2018 and will renew yearly after that.

IN WITNESS WHEREOF, the First Party has approved this agreement and caused it to be executed as of the day and year first above written.

CITY OF MIDWEST CITY

Matthew D. Dukes II, Mayor

ATTEST:


Sara Hancock, City Clerk

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

Philip W. Anderson, City Attorney

Approved by _____, Second Party, on this _____ day of _____, 20__.

RENO ANIMAL HOSPITAL



Second Party



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

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: May 9, 2017

SUBJECT: Discussion and consideration of renewing agreement with Midwest Veterinary Hospital in conjunction with the Adopt-A-Pet program for fiscal year 2017-18.

With the renewal of this agreement, a sample of which is attached, the listed animal hospitals will continue to perform veterinary services associated with the Adopt-A-Pet program for fiscal year 2017-18.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Proposed Agreement

**THE CITY OF MIDWEST CITY
ANIMAL WELFARE DIVISION
AGREEMENT**

This agreement, made and entered into this ___ day of _____, 2017, by and between the City of Midwest City, a municipal corporation, hereinafter called the "First Party" and **Midwest Veterinary Hospital**, a Veterinary Clinic, hereinafter referred to as the "Second Party".

PURPOSE

The purpose of this contract entered into this ___ day of _____, 2017, by and between the First Party and the Second Party is to promote the Health, Safety, and Public Welfare of the Citizens of Midwest City and to further humane care, treatment, and disposal of animals coming into the possession of the First Party.

Now, therefore, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, it is mutually agreed between the parties hereto as follows:

1. Second Party agrees that it will provide to any dog or cat adopted from First Party for the fee of \$15.00 per dog and \$10.00 per cat, the first series of vaccinations, physical examination, and fecal examination. This service is to be performed within five (5) days of adoption date.
2. Second Party agrees to perform Sterilization of any dog or cat that is adopted from First Party for a fee of \$60.00 per dog and \$60.00 per cat. This service is to be performed on date assigned by Second Party.
3. Second Party agrees to provide First Party with an itemized statement of services on a monthly basis as required. First Party agrees to pay Second Party amount due and owing within sixty (60) days of receipt of statement.
4. Second Party agrees to administer rabies vaccine to any dog or cat redeemed from first party for the fee of \$15.00 per dog and \$15.00 per cat.
5. The Second Party agrees to hold the First Party harmless from any and all damages resulting from actions or inactions of Second Party as required by this contract.

6. The terms of this contract shall be for the 1st day of July, 2017 through the 30th day of June, 2018.

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

CITY OF MIDWEST CITY

Matthew D. Dukes II, Mayor

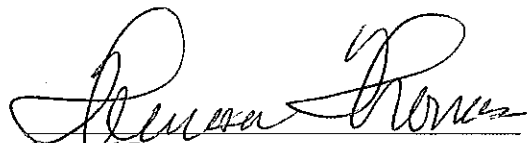
ATTEST:

Sara Hancock, City Clerk

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

Philip W. Anderson, City Attorney

Approved by Theresa Thomas, Second Party, on this 17 day of April, 2017.



Second Party



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

Memorandum

TO: Honorable Mayor and Council

FROM: Vaughn Sullivan, Public Works Director

DATE: May 9, 2017

SUBJECT: Discussion and consideration of approving and entering into an agreement with Western Enterprises, Inc. in the amount of \$24,000 to provide a fireworks production for the 4th of July celebration (Tribute to Liberty) at Joe B. Barnes Regional Park on July 4, 2017.

In observance of the 2017 July 4th holiday, the City of Midwest City wishes to once again provide a fireworks production located in Regional Park as part of the Tribute to Liberty event. This year's fireworks production will honor the 75th anniversary of Midwest City. In addition there will be live music and an evening finale of fireworks choreographed to patriotic music.

Western Enterprises provided an outstanding fireworks display during last year's Independence Day celebration at Joe B. Barnes Regional Park assisting staff in creating a festive atmosphere appealing to patrons of all ages.

Staff recommends approval.

Vaughn Sullivan
Public Works Director

Attachment: Western Enterprises Agreement

FIREWORKS PRODUCTION CONTRACT

1 of 2

1. This Contract is entered into this _____ day of _____, 20____, by and between **WESTERN ENTERPRISES, INC.**, designated herein as the "**SELLER**", and **CITY OF MIDWEST CITY AND MIDWEST CITY MUNICIPAL AUTHORITY**, designated herein as the "**PURCHASER**" for a fireworks production to be held on **JULY 4, 2017**.

2. **SELLER** will secure, prepare, **design, deliver and stage** said fireworks as outlined in "Attachment A", or will make necessary substitutions of equal or greater value. **SELLER** will include the services of a Pyrotechnic Operator to take charge of, set up and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applicable.

3. **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material that might not have ignited. Any such material, found by any person other than the Operator, shall be turned to the Operator for safe handling or disposal of said material.

4. **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location. **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances. **PURCHASER** also agrees to have a fire truck available on location during the display.

5. A Certificate of Insurance covering the fireworks display will be provided by the **SELLER** upon signing of the contract, for coverage in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** broad form, bodily injury and property damage liability, Statutory Workers Compensation Coverage, Comprehensive Automobile Liability in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** Combined Single Limit. **PURCHASER** agrees to provide a complete list of all additional insureds to be named on the certificate. Those entities/individuals listed on the certificate of insurance shall be deemed as additional insured per this contract.

6. It is agreed and understood that the **PURCHASER** will pay to the **SELLER** the sum of **TWENTY-FOUR THOUSAND DOLLARS & NO/100 (\$24,000.00)** to be paid **within thirty (30) days after the date of the display**. **HOWEVER**, if payment is made in full by **April 17, 2017**, a five percent (5%) discount (**\$1,200.00**) will apply. That discount can either be deducted from the total contract price, or the **PURCHASER** may elect to receive that amount of extra pyrotechnic product in lieu of the discount. Unpaid accounts are subject to one percent (1%) interest charge per month after **thirty** days.

7. In the event of inclement weather or other adverse conditions, so as to cause postponement of the display it is agreed and understood that **PURCHASER** will notify **SELLER** regarding the postponement date, normally the following night, or at some future date within the calendar year. If the **PURCHASER** will not re-schedule the display within the calendar year, or completely cancels the display, **the PURCHASER agrees and understands that a 30% cancellation fee (\$7,200.00) of the full contract amount will apply. This amount will be deemed as full payment for cancellation of the display.** If the **PURCHASER** has exercised the "Early-Payment Option" for discount; the difference between the 30% cancellation fee and the early-payment amount will be refunded to the **PURCHASER**.

It is understood and agreed that **SELLER** shall be solely responsible for failure of the performance of the fireworks display for any reason under **SELLERS** control.

FIREWORKS PRODUCTION CONTRACT

2 of 2

8. Witness whereof, we have caused our signatures to be affixed to this Document, on this _____ day of _____, 20__.

WESTERN ENTERPRISES, INC.
SELLER

CITY OF MIDWEST CITY
PURCHASER

BY: _____
authorized agent

BY: _____
authorized agent

AUTHORITY

MIDWEST CITY MUNICIPAL
PURCHASER

BY: _____
authorized agent

(SIG) _____

Notary Public in and for the State of

My Commission Expires: _____

ATTEST:

CITY CLERK, Sara Hancock

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

CITY ATTORNEY, Philip W. Anderson



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 City Council

FROM: Billy Harless, Director

DATE: May 9, 2017

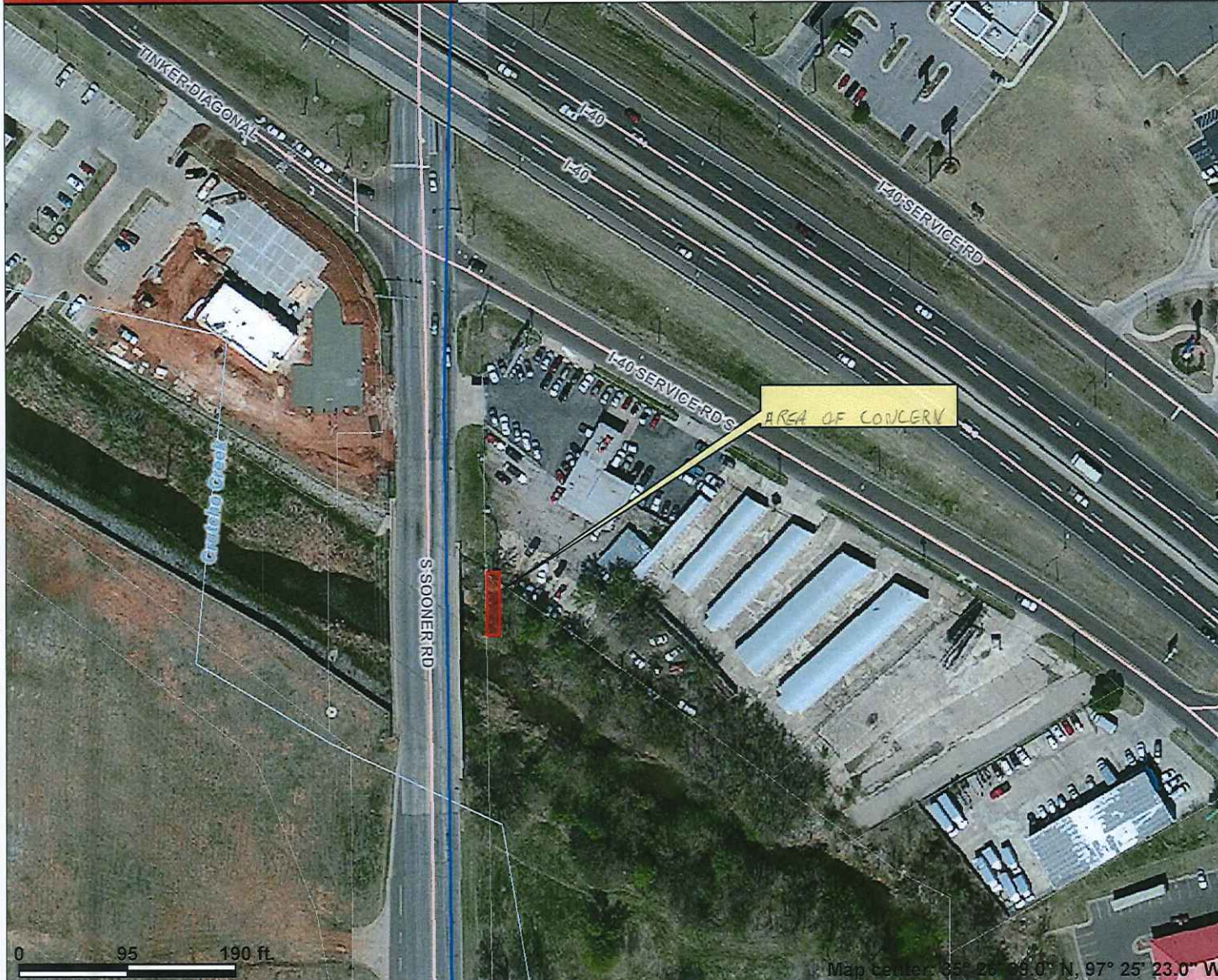
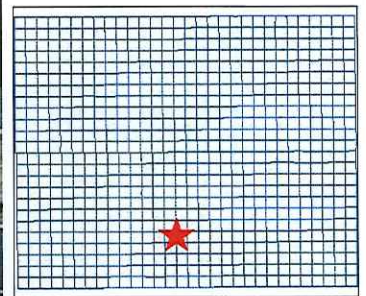
SUBJECT: Discussion and Consideration of granting a Perpetual Easement to the State of Oklahoma at the Southeast corner of I-40 and Sooner Road in the Sooner Park area of the Plat of Aviation Acres subdivision within the corporate Boundaries of Midwest City in the Northwest Quarter (NW/4) of Section Nine (9) Township Eleven (11) North Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma. (Community Development - B. Harless)

The easement is needed in connection with the I-40 and Sooner Road Bridge Project. Federal Regulations require several documents in addition to the Perpetual Easement document.

Staff recommends approval.

Billy Harless, AICP
Community Development Director

Attachments



Legend

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

0 95 190 ft

Map Center: 35° 26' 39.0" N, 97° 25' 23.0" W

Scale: 1:1,637

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

DONATION CERTIFICATE

DATE: _____

Job Piece No.: 28854(05)

Project No.: SSP-255N(380)RW

County: Oklahoma

Parcel No.: 1

I/We the undersigned, hereby certify that I/we have received the Property Rights Brochure, have been fully informed of my/our right to receive just compensation for the right-of-way upon my/our property and waive the appraisal process and/or offer.

I/We have elected to donate the right-of-way to: Oklahoma Department of Transportation
for project Interstate Highway No. 40 over Sooner Rd.

LEGAL DESCRIPTION: Part of the Park of Aviation Acres Subdivision
of the NW/4 of Section 9, Township 11N, Range 2W

Address: _____

SIGNATURES

Dated this _____ day of _____ 2017

The City of Midwest City, a municipal corporation

BY: Matt Dukes, Mayor

BY: Phil Anderson, City Attorney

ATTEST: Sara Hancock, City Clerk

WITNESS:

Agent: Eric T. Meyers

Date _____

(Attach Property Rights Brochure)
(Attach Legal Description)

I decline to donate.
BY: _____
The City of Midwest City, a municipal corporation
Date _____



SUMMARY OF ACQUISITION

JOB PIECE: 28854(05), COUNTY Oklahoma, PARCEL(S) 1

PROPERTY LOCATION: Section 9, Township 11N, Range 2W, Oklahoma County

BUYER: Oklahoma Department of Transportation, ODOT

SELLER: PROPERTY OWNER(S), NAME AND ADDRESS:

City of Midwest City
100 N. Midwest Boulevard
Midwest City, OK 73110

ASSIGNMENT: None

MORTGAGES AND LIENS: None

IMPROVEMENTS: 10 LF 8ft Chainlink Cross-fence, 720 SF Concrete Pad, 960 SF Asphalt Pad

DAMAGES: Replace 125 LF 8ft Chainlink Fence with barrier

PROPERTY OWNER(S) / SELLER(S) WILL EXECUTE AND SUBMIT TO THE BUYER, ODOT, THE FOLLOWING DOCUMENTS:

<u>Perpetual Easement</u>	<u>for parcel</u>	<u>1</u>	<u>for</u>	<u>0.06</u>	<u>Acres</u>
<u>N/A</u>	<u>for parcel</u>	<u></u>	<u>for</u>	<u></u>	<u>Acres</u>
<u>N/A</u>	<u>for parcel</u>	<u></u>	<u>for</u>	<u></u>	<u>Acres</u>
<u>N/A</u>	<u>for parcel</u>	<u></u>	<u>for</u>	<u></u>	<u>Acres</u>
<u>N/A</u>	<u>for parcel</u>	<u></u>	<u>for</u>	<u></u>	<u>Acres</u>

ACQUISITION AMOUNT FOR LAND, IMPROVEMENTS AND DAMAGES: \$0- Donated

BUYER AND SELLER AGREE:

That the SELLER has NO mortgages, NO other liens, assessment on said referenced property. The SELLER has agreed to donate the easement to the DEPARTMENT.

UPON RECEIPT OF SIGNED DOCUMENTS, BUYER, ODOT, WILL PREPARE THE FOLLOWING:

- State Warrant in the amount of NA to NA
- State Warrant in the amount of to
- State Warrant in the amount of to
- State Warrant in the amount of to

PROPERTY OWNER / SELLER
Matt Dukes, Mayor

DATE

PROPERTY OWNER / SELLER
Phil Anderson, City Attorney

DATE

ODOT ACQUISITION AGENT
Eric T. Meyers

DATE

PERPETUAL EASEMENT

JP 28854(05)

Parcel 1

Rev. 04-17-2017

KNOW ALL MEN BY THESE PRESENTS

That The City of Midwest City, Oklahoma, a municipal corporation

of Oklahoma County, State of Oklahoma, hereinafter called the Grantor(s) for and in consideration of the sum of ten and no/100 dollars (\$ 10.00 & o.v.c.) and other good, valuable and sufficient consideration, do hereby grant, bargain, sell, convey and dedicate unto the State of Oklahoma, acting by and through the Department of Transportation of the State of Oklahoma, a perpetual easement over, under, through, upon and across the following described lots or parcels of real property and premises, to wit:

A strip, piece or parcel of land lying in part of the Park of Aviation Acres Subdivision of the NW¼ of Section 9, T11N, R2W, in Oklahoma County, Oklahoma. Said parcel of land being described by metes and bounds as follows:

Commencing at the Southwest corner of said NW¼, thence N00°35'23"W along the West line of said NW¼ a distance of 657.71 feet, thence N89°24'37"E a distance of 50.00 feet to a point on the East present right of way line of Sooner Road, said point also being the Southwest corner of Lot 42 of Aviation Acres, said point also being the point of beginning, thence S45°44'58"E along the South line of said Lot 42 a distance of 35.26 feet, thence S00°35'23"E a distance of 95.51 feet, thence S89°24'37"W a distance of 25.00 feet to a point on said right of way line, thence N00°35'23"W along said right of way line a distance of 120.38 feet to said point of beginning.

Containing 0.06 acres (2699 Sq. Ft.), more or less.

All bearings contained in this description are based on the Oklahoma State Plane Coordinate System and are not astronomical bearings.

This perpetual easement is granted for the sole purpose of enabling the State of Oklahoma, its officers, agents, employees, contractors, permittees and assigns to go upon, survey, locate, construct, reconstruct, build and maintain utility and drainage structures and facilities and all necessary or convenient appurtenances thereto, incidental to the construction of highway improvement project I-40 and Sooner Road and includes the permanent right of ingress and egress by the State of Oklahoma, its officers, agents, employees, contractors, permittees and assigns.

Grantor(s) and or its (their) heirs, successors and assigns covenants not to construct, or permit the construction of, any permanent structures (including signs and the planting of trees) over, upon or across the above described tract; however, pavement for parking and drive purposes may be placed on this easement, provided that in the event that pavement is damaged or otherwise disturbed either during the construction or maintenance of the utility and drainage structures and facilities, no liability for damages or responsibility to restore or replace the pavement shall rest upon the owners or operators of the utility and drainage structures and facilities, not with the State of Oklahoma, its officers, agents and employees, contractors, permittees and assigns.

Grantor(s) further covenant and agree that the State of Oklahoma, its officers, agents, employees, contractors, permittees and assigns shall have all rights necessary to at its discretion cut, trim, remove and control growth of brush and trees which interfere with or endanger any or all utility and drainage structures and facilities that may be located over, upon or across the above described tract; and that no structure shall be erected nor shall any excavation, fill or other moving of soil, so as to change the grade of terrain, be accomplished by Grantor(s), its/their heirs or assigns, within the area of this easement herein granted without the prior express written consent of Grantee.

Said Grantor(s) hereby covenant(s) and warrant that at the time of delivery of this easement it (they) is (are) the owner(s) in fee simple of the above described property and that the same is free and clear of all liens and claims whatsoever, except None.

The undersigned Grantor(s) hereby designate(s) and appoint(s) itself as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, the Grantor(s) herein named has (have) hereunto set its (heirs) hands and seal this the _____ day of _____, 2017.

ATTEST: _____
Sara Hancock, City Clerk

Matt Dukes, Mayor

Phil Anderson, City Attorney

Individual Acknowledgement

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: _____
Commission No. _____ Notary Public

Individual Acknowledgement

State of Oklahoma)
) §
County of _____)

Before me, _____ in and for this State, on this ____ day of _____, _____, personally appeared _____

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: _____
Commission No. _____ Notary Public

Trust/LLC/Corporation Acknowledgment

State of Oklahoma)
) §
County of _____ Oklahoma)

Before me, _____ the undersigned, a notary public, _____ in and for this State, on this ____ day of _____, _____ 2017, personally appeared _____ Matt Dukes to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Mayor _____, and acknowledged to me that he _____ executed the same as his _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____ City _____ for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: _____
Commission No. _____ Notary Public

Trust/LLC/Corporation Acknowledgment

State of Oklahoma)
) §
County of _____ Oklahoma)

Before me, _____ the undersigned, a notary public, _____ in and for this State, on this ____ day of _____, _____ 2017, personally appeared _____ Phil Anderson to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its City Attorney _____, and acknowledged to me that he _____ executed the same as his _____ free and voluntary act and deed, and as the free and voluntary act and deed of the _____ City _____ for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission expires: _____
Commission No. _____ Notary Public

SIGNATORY IDENTIFICATION

Job Piece No.: 28854(05)

Project No.: SSP-255N(380)RW

County: Oklahoma

Parcel No.: 1

PROJECT: Interstate Highway No. 40 over Sooner Rd.

I/We the undersigned, hereby certify that the following information is true and correct to the best of my/our knowledge.

Signatory Identification (Print)

The City of Midwest City, a municipal corporation

Name: **Matt Dukes**

Title: **Mayor**

*Provide the following documents as soon as possible if applicable:

- 1) Copy of Power of Attorney or other documentation of authority
- 2) Copy of the Certificate of Incorporation
- 3) Copy of Articles of Incorporation
- 4) Copy of the organizational documents showing the signatory parties' authority to sign for the organization.
- 5) Copy of minutes regarding the discussion and acceptance/rejection of the (City) (County) (State) offer, the donation & legal entry. These may not all be discussed at that same time, therefore, I will need the minutes for each.
- 6) Copy of Trust or Memorandum of Trust
- 7) Please provide attached sheets for any additional information

SIGNATURES

Owner/Authorized Individual

Date

SIGNATORY IDENTIFICATION

Job Piece No.: 28854(05)

Project No.: SSP-255N(380)RW

County: Oklahoma

Parcel No.: 1

PROJECT: Interstate Highway No. 40 over Sooner Rd.

I/We the undersigned, hereby certify that the following information is true and correct to the best of my/our knowledge.

Signatory Identification (Print)

The City of Midwest City, a municipal corporation

Name: Phil Anderson

Title: City Attorney

*Provide the following documents as soon as possible if applicable:

- 1) Copy of Power of Attorney or other documentation of authority
- 2) Copy of the Certificate of Incorporation
- 3) Copy of Articles of Incorporation
- 4) Copy of the organizational documents showing the signatory parties' authority to sign for the organization.
- 5) Copy of minutes regarding the discussion and acceptance/rejection of the (City) (County) (State) offer, the donation & legal entry. These may not all be discussed at that same time, therefore, I will need the minutes for each.
- 6) Copy of Trust or Memorandum of Trust
- 7) Please provide attached sheets for any additional information

SIGNATURES

Owner/Authorized Individual

Date

Project: SSP-255N(380)RW
Job Piece: 28854(05)
Parcel: 1
County: Oklahoma

CONSENT OF OWNERS RIGHT OF ENTRY

The City of Midwest City, a municipal corporation on this ____ day of _____, 20 17

SEE ATTACHED LEGAL DESCRIPTIONS AS DEFINED BELOW

**Exhibit A
Parcel(s) 1**

The undersigned owner(s) of said land do/does hereby give permission to, Oklahoma Department of Transportation, Whose address is, 200 NE Street, Oklahoma City, Oklahoma, 73105-3204

to enter upon said land(s) for the purpose of:

Surveying, tree, brush and grass removal, relocating and maintaining utilities, providing a safe work area for construction and all construction activities necessary to complete the project.

Other terms or comments: This right-of-entry does not waive the owners' right to file a claim for just compensation, either through negotiations or condemnation.

Authorized occupant / Owner(s):

Matt Dukes, Mayor

Authorized occupant / Owner(s):

Phil Anderson, City Attorney

Sara Hancock, City Clerk

SUBSCRIBED and sworn to before me a notary public on this ____ day of _____, 2017

Notary Public

My Commission Expires: _____

My Commission Number: _____

(SEAL)



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 City Council

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

DATE : May 9th, 2017

SUBJECT : Discussion and consideration of accepting maintenance bonds from H&H Plumbing and Utilities, Inc. in the amount of \$1602.00.

The one year maintenance bonds from H&H Plumbing and Utilities, Inc. is for the water line improvements installed in conjunction with the new Home 2 Suites located near S.E. 15th Street and Sooner Road.

Staff recommends acceptance as this is consistent with past policy.



Patrick Menefee, P.E.
City Engineer

Attachments

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS that we, H & H Plumbing & Utilities, Inc. _____, as Principal, and Great American Insurance Company _____, as Surety, are held and firmly bound unto the City of Midwest City, Oklahoma, a municipal corporation in the state of Oklahoma, in the full and just sum of One Thousand Six Hundred Two & 00/100 (\$ 1,602.00), such sum being not less than ten percent (10%) of the total contract price to construct or install Home 2 Suites, SE 15th Street & Sooner Road, Public Fire Line

(the "Improvement"), for a period of 1 years after acceptance of the improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and K.A.R.S. Investments, LLC dated the 25th day of August, 2016, agreed to construct or install the Improvement in the City of Midwest City and to maintain the Improvement against any failures due to defective materials or workmanship during the Maintenance Period.

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

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

Signed, sealed, and delivered this 25th day of August, 2016

H & H Plumbing & Utilities, Inc.

Principal

ATTEST:

Secretary

Great American Insurance Company

Surety

ATTEST:

Secretary

Jennifer Castillo, Attorney-In-Fact

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

City Attorney

Accepted by the City Council of the City of Midwest City this _____ day of _____, 20 _____

City Clerk

Mayor

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 14953

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DAVID J. McKEE	JENNIFER CASTILLO	ALL
PATRICK R. HEDGES	MELANIE ANKENY	\$100,000,000.00
JOSEPH A. CLARKEN III	SCOTTSDALE, ARIZONA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14TH day of JANUARY, 2016



Atty L C B
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 14TH day of JANUARY, 2016, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 25th day of August 2016



Atty L C B
Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2016

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

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

PRODUCER Tatum Insurance LLC 8687 E VIA DE VENTURA SUITE 118 SCOTTSDALE AZ 85258	CONTACT NAME: Laura Hafenschler CPCU AIS	
	PHONE (A/C, No, Ext): (480) 939-4300 FAX (A/C, No): 480-525-8971 E-MAIL ADDRESS: lh@TatumInsurance.com	
INSURED H & H PLUMBING & UTILITIES, INC 266 INDUSTRIAL BLVD. GOLDSBY OK 73093	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: NATIONAL FIRE INS CO OF HARTFORD	20478
	INSURER B: VALLEY FORGE INSURANCE COMPANY	20508
	INSURER C: CONTINENTAL INSURANCE COMPANY	20443
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			6023859963	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			6023859946	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000			6023859932	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6023859929	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000

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

GENERAL LIABILITY: BLANKET ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT (FORM #CNA75079XX). BLANKET WAIVER OF SUBROGATION WHEN REQUIRED BY WRITTEN CONTRACT (FORM #CNA74705XX). BLANKET PRIMARY/NON-CONTRIBUTORY WHEN REQUIRED BY WRITTEN CONTRACT (FORM 74705XX). WORKERS COMPENSATION: BLANKET WAIVER OF SUBROGATION WHEN REQUIRED BY WRITTEN CONTRACT (FORM #WC 00 01 13). PROJECT: HOME 2 SUITES SE 15TH STREET & SOONER ROAD MIOWEST CITY OK PUBLIC FIRE LINE

CERTIFICATE HOLDER**CANCELLATION**

CITY OF MIDWEST CITY 100 N MIDWEST CITY MIDWEST CITY OK 73110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE LAURA HAFENSCHER
---	---

H & H Plumbing & Utilities, Inc.

266 Industrial Blvd. Goldsby, OK 73093-9116

(405) 288-2346 (405) 288-2349 FAX

Lic. No.
OK 02653

Contractor: K.A.R.S. Investments, LLC
Address: 2709 SW 125th Terrace
Oklahoma City, OK 73170

Cell #: 405-209-4036
Fax #: _____
Email: manish.patel@cox.net

Project: Home 2 Suites
Address: SE 15th Street & Sooner Road
Midwest City, OK

Labor, materials, taxes, permits, staking, and maintenance bonds for a complete **Fire Line** installation as described on the plans and outlined below.

Public Fire Line

ITEM #	ITEM	UNIT	Qty	PRICE	TOTAL
1	6" C-900 DR14 water pipe	LF	20	25.00	500.00
2	6" x 6" Tee	EA	2	400.00	800.00
3	6" Gate valve & box	EA	4	960.00	3,840.00
4	6" Cap	EA	2	300.00	600.00
5	Fire hydrant	EA	1	2,280.00	2,280.00
6	Fire hydrant riser	EA	1	460.00	460.00
7	3" on 6" Meter tap	EA	1	1,500.00	1,500.00
8	Remove existing 6" water line	LF	428	5.00	2,140.00
9	Sand bedding	CY	10	20.00	200.00
10	Rock backfill	CY	80	40.00	3,200.00
11	Chlorination & disinfection	LS	1	300.00	300.00
12	Pressure test	LS	1	200.00	200.00
					16,020.00
	Inspection fees				320.40
	Maintenance bonds				125.00

Contract Amount \$ 16,465.40

Submitted By: Carl Hendrix

Title: Vice President

Date: 8/25/2016

Accepted By: _____

Title: _____

Date: _____

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

PROJECT NAME: Home 2 Suites

PROJECT LOCATION: 1820 Center Drive

TYPE OF CONSTRUCTION: Site Utilities - Water, Fire, & Sanitary Sewer Lines

OWNER'S AFFIDAVIT OF ACCEPTANCE

I, the undersigned, hereby certify that the above construction was performed in an acceptable manner satisfactory to the owner of the above project and certify the cost of such project is \$50,660.00 less the City of Midwest City, Engineering Division Inspection Fees.

By [Signature]
OWNER

Date: 4/24/2017

STATE OF Oklahoma

COUNTY OF Oklahoma)ss.

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 24 day of April, 2017, personally appeared [Signature] to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes herein set forth.

My Commission Expires: 8.5.17

[Signature]
NOTARY PUBLIC



CONTRACTOR'S LIEN WAIVER

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

By [Signature]
CONTRACTOR

Date: April 7, 2017

STATE OF Oklahoma)

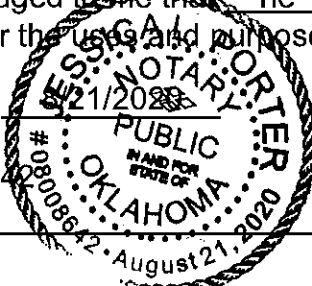
COUNTY OF McClain)

Before me, the undersigned Notary Public in and for the state and county aforesaid, on this 4th day of April, 2017, personally appeared Carl Hendrix to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes herein set forth.

My Commission Expires:

[Signature]
NOTARY PUBLIC

My Commission #0800864





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

Memorandum

TO: Council Members

FROM: Vaughn Sullivan, Public Works Director

DATE: May 9, 2017

SUBJECT: Discussion and consideration of approving and entering into an agreement with Mid-Del Group Home for FY 17/18 to provide cleaning at various pavilions parks and for litter pick up around Midwest City.

Since July 2003 Mid-Del Group Home has provided cleaning of pavilions at various parks and provided cleaning assistance with other special projects and events. The City pays \$35.00 per pavilion for each weekend requested and \$35.00 per hour for special projects and events. In addition Mid-Del Group Home can provide litter crews of 8-10 people for the cost of \$100.00 per hour or smaller crews of 3-4 people for the cost of \$45.00 per hour to help with litter along roadside rights-of-way.

The agreement runs through June 30, 2018.

The City projected to pay Mid-Del Group Home \$10,000.00 for cleaning services in FY 17/18.

Staff recommends renewal of the agreement.

Vaughn Sullivan
Public Works Director

Attachments: Renewal form Agreement

AGREEMENT

The City of Midwest City desires to enter into an agreement with the Mid-Del Group Home for the period of July 1, 2017 through June 30, 2018. The purpose of this agreement is to provide cleaning of pavilions at various City parks and provide assistance with other special projects and events as specified below. Following is a list of tasks for each entity:

Terms:

The total term of the contract shall be five (5) years maximum and shall commence with the signing of the contract and expire on June 30 of each year. The contract will be reviewed annually and approved by the City for continuance if such action is in the best interests of the City and Mid Del Group Homes. The contract may be renewed by the City and Mid Del Group Homes for additional one (1) year terms upon the same terms and conditions set forth in this scope of services, up to maximum of four (4) annual extensions. The renewal agreement is to be completed 60 days before the contract expires.

FOR PAVILIONS:

City of Midwest City will be responsible for:

1. Providing trash can liners, toilet tissue, brooms, disinfectant, cleaning tools, and buckets.
2. Paying \$35.00 per pavilion for each weekend requested.
3. Paying \$35.00 per hour for any work requested by the city performed on any special project or events by Group Home residents.

Mid-Del Group Home will responsible for:

1. Sweeping, emptying trash at Kiwanis South (Kiwanis Park), Rotary Pavilion (Regional Park), Joe B. Barnes Pavilion (Regional Park), Garden Pavilion (Regional Park), Lions Pavilion and Lions Spray Pad (Lions Park) by 8:00 a.m.. on Saturdays and Sundays.
2. Providing manpower to wash down the same pavilions on Saturdays and Sundays by 8:00 a.m.
3. Providing manpower to wash down and stock restrooms at Regional Park (restrooms at Rotary, Joe B. Barnes and at the Garden pavilions), Kiwanis Park and Lions Park on Saturdays and Sundays by 8:00 a.m.
4. Providing proof of liability insurance (i.e., workers compensation) for personnel.
5. Contacting the Park and Recreation office on a weekly basis to get the schedule of pavilions needed to be cleaned.
6. Provide the city with an invoice monthly with date(s) and name(s) of pavilions cleaned.
7. Contact the city if unable to provide needed service for a weekend.

FOR LITTER PICK-UP

Mid-Del Group Home, Inc. will be responsible for:

1. Picking up litter around parks as requested by the city.

2. Transportation to site.
3. Provide proof of liability insurance (i.e. workers compensation) for personnel.
4. Provide the City of Midwest City with a monthly invoice with dates and location of services.
5. Contact City of Midwest City if for any reason service cannot be provided.
6. Litter crew will consist of between 8-10 people.
7. Cost of service will be \$100.00 per hour.
8. For roadside/parking lot litter pick-up the crew will be 3-4 people and the rate for this service will be \$45.00 per hour.

City of Midwest City will be responsible for:

1. Notifying Mid-Del Group Home locations and times for litter to be picked up.
2. Supply trash bags and trash dumpster to dispose of trash.

Renewal Clause

8. This Agreement may be renewable annually at the option of both parties. However, this Agreement may otherwise be terminated by either party upon thirty (30) days written notice of intent to terminate.

CITY OF MIDWEST CITY

MID-DEL GROUP HOME

Matthew D. Dukes II, Mayor

BY:

DATE: _____

DATE: _____

ATTEST:

CITY CLERK

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

CITY ATTORNEY



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

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

Billy Harless, Community Development Director

TO : Honorable Mayor and City Council

FROM : Billy Harless, Director

DATE : May 9, 2017

SUBJECT : Discussion and consideration of reappointing Tammy Cook and Cy Valanejad to serve additional 3-year terms on the Board of Adjustment.

The terms of Tammy Cook and Cy Valanejad will end on May 14, 2017. Both wish to be considered for reappointment. In accordance with Sec. 6.2.2. of the Municipal Code, the board of adjustment shall be composed of five (5) members, citizens of the City of Midwest City, each appointed by the mayor with the approval of the city council for a term of three (3) years. Two members of the board may be appointed from the planning commission.

The Board of Adjustment meets on call.

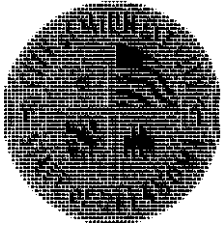
Current members are as follows:

Dr. Charles McDade - Term ends 12-14-19
Frank Young - Term ends 12-14-19
Jess Huskey - Term ends 5-14-19
Tammy Cook - Term ends 5-14-17
Cy Valanejad – Term ends 5-14-17

Staff recommends approval.

Billy Harless, AICP
Community Development Director

BH:lkb



The City of
Midwest City
Police Department

Brandon Clabes
Chief of Police

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Brandon Clabes, Chief of Police

DATE: May 9, 2017

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

On March 31, 2017, Case # CP 2017-2, the Court ordered, adjudged and decreed that the Chief of Police of the City of Midwest City, Oklahoma, be authorized at his discretion to sell, convert or dispose of this property.

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

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

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Surplus Conversion Lists

PROPERTY CONVERSION LIST						
CASE #	OFFENSE	DATE R'VD	PROPERTY	SERIAL #	STATUS	OWNER
10-02061	DRUG	3/12/2010	APPLE IPOD 8GB H-P DIGITAL CAMERA GARMIN GPS DEVICE JL AUDIO STEREO AMPLIFIER SONY STEREO AMPLIFIER	1A843NTF20 7BN069CX 1GS561832 27502403392 3537107		UNKNOWN UNKNOWN
13-05622	GRAND LARCENY	7/13/2013	BLACK PANASONIC DIGITAL CAMERA	N/A		UNKNOWN
13-07828	SUICIDE	9/26/2013	GREEN HANDLED TREE PRUNER	N/A	OWNER DID NOT WANT	BURGESS ROBERT
14-00423	SEARCH WARRANT	1/17/2014	5 VIDEO SURVEILLANCE CAMERAS SURVEILLANCE CAMERA RECORDER 7 BRAND NEW SURVEILLANCE CAMERAS (STILL IN THE BOX) SAMSUNG 40" FLATSCREEN TV	UN40C5000QFXZA	SEIZED	VACHE STRICKLER
14-01263	Rec/poss/conc stolen vehic	2/20/2014	P3- DRIVER DOOR FOR A 1997 JEEP GRAND CHEROKEE	1J4FX58S9VC659719	Unable to locate	Esquedo Rigoberto
14-02960	Burg II	4/24/2014	P1- ONE DOLLY P2- AC WINDOW UNIT		Owner did not pick up	Linda Leahy
14-04406	POSS CDS WITH INTENT	6/17/2014	TOSHIBA LAPTOP IPAD			
14-08147	REC POSS CONC STOLEN PROP	10/23/2014	NINTENDO WII CONTROLLER GOOGLE NEXUS TABLET TEN PLAYSTATION3 GAMES			UNKNOWN
15-01488	FOUND PROPERTY	2/23/2015	MILITARY BED MAT	N/A		UNKNOWN
15-02774	GENERAL ARREST	4/10/2015	CAMP COT 2 LEVELS	N/A	RTO & LEFT IN LOBBY RTO & LEFT IN LOBBY	CORY BEHARA CORY BEHARA
15-03065	GRAND LARCENY	4/21/2015	BLACK ASUS LAP TOP COMPUTER	UNKNOWN		UNKNOWN
15-04939	REC/CONC STOLEN PROP	6/26/2015	4 TIRES AND RIMS FOR A TOYOTA 4-RUNNER			UNKNOWN
15-05001	LARC MOTOR VEHICLE	5/28/2015	TWO XBOX 360 CONTROLLERS	N/A		UNKNOWN
15-05354	REC STOL MOTOR VEH	7/9/2015	IPAD DARK GRAY IPAD WHITE IN COLOR	F85LM0HEFPFL DLXM3PHF4YH		UNKNOWN UNKNOWN
15-05520	ATT PETIT LARCENY	7/15/2015	ONE TON JACK	N/A		UNKNOWN
15-05547	FOUND PROPERTY	7/16/2015	SONY PLASMA TV	2011121		UNKNOWN
15-05774	FOUND PROPERTY	7/24/2015	TWO MEASURING TAPES VOLTMETER BLACK CRIMPING TOOL RED CUTTING PLIERS BLACK FLASHLIGHT TWO ROLLS OF DUCT TAPE			UNKNOWN UNKNOWN UNKNOWN UNKNOWN UNKNOWN UNKNOWN

			PROPERTY CONVERSION LIST		
			TWO BOXES SCREWS		UNKNOWN
			BLUE CLAMP		UNKNOWN
			TEN AIR CONDITIONER ELECTRICAL CAPACITORS		UNKNOWN
			SEVEN ELECTRICAL BREAKER FUSES		UNKNOWN
			BLACK MILK CRATE CONTAINING ITEMS		UNKNOWN
15-06503	UNAUTHORIZED USE FO CREDIT CARD	8/17/2015	SCEPTRE 50 IN TV	E28B505BCC7707	UNKNOWN
			DEFENDER RECEIVER	131200807	UNKNOWN
			DEFENDER VIDEO CAMERAS	140104943	UNKNOWN
			VIDEO CAMERA WIRES		
15-06651	FOUND PROPERTY	8/23/2015	WHITE BEATS HEADPHONES	N/A	UNKNOWN
			UNLISTED WATCH WITH BLUE WRIST BAND	N/A	UNKNOWN
			IPOD	UNKNOWN	UNKNOWN
15-07465	FOUND PROPERTY	9/19/2015	APPLE I PHONE	1.3269E+13	UNKNOWN
15-08598	FOUND PROPERTY	10/29/2015	BLACK KINDLE and Logitech keyboard	2012AJ3698	UNKNOWN
15-09016	FOUND PROPERTY	11/13/2015	BLACK CLOTH COMPUTER BAG		UNKNOWN
			DELL LAPTOP COMPUTER	REMOVED	UNKNOWN
			SAMSUNG LAPTOP	REMOVED	UNKNOWN
15-09310	FOUND PROPERTY	11/25/2015	ELECTRIC POWER METER	UNKNOWN	UNKNOWN
			2 BLACK SECURITY CAMERAS AND CORDS	UNKNOWN	UNKNOWN
			UNIDEN PORTABLE VIDEO MONITOR	H12201430	UNKNOWN
15-09508	LARC MOTOR VEHICLE	12/3/2015	SILVER/RED ATV.	L5NATMCT49T204262	UNKNOWN
			17 INCH CHROME RIM AND GOODYEAR TIRE.	N/A	UNKNOWN
			SNAP ON BRAND PRESSURE GAUGE	N/A	UNKNOWN
			PORTER CABLE SAWSALL.	UNKNOWN	UNKNOWN
			TAN IN COLOR CARHART JACKET	N/A	UNKNOWN
			PORTER CABLE CIRCULAR SAW	UNKNOWN	UNKNOWN
15-09600	RECOVERED STOLEN MOT VEH	12/6/2015	JVC 22 INCH FLATSCREEN TV	145R6276	UNKNOWN
			HUSKY TOOL BAG FULL OF MISC TOOLS		
			LOGITECH I PHONE DOCKING STATION		
			RED ONAAC BAG WITH MISC TOOLS/ELECTRICAL ADAPTERS		
			BLACK CASE WITH A POLAROID LAND CAMERA		
			GRAY TOOLBOX FULL OF MISC TOOLS		
			PIONEER 760 WATT AMP	GEPG016747UC	
			KOLE AUDIO 480 WATT AMP	1.05012E+11	
			18 VOLT SKIL JIGSAW		
			18 VOLT SKIL SANDER		
			20 VOLT LITHIUM PORTER CABLE DRILL WITH CHARGER		
			18 VOLT DEWALT RECRIPRICATING SAW		
			18 VOLT DEWALT RECRIPRICATING SAW WITH BATTERY		
			ROTOZIP TOOL	DL 0402362	
			HEAT BOND SEAMING IRON		
			SPEED STEED AUTOMOTIVE A/C GAUGE		
			BLUE DUREX CASE WITH MISC DRILL BITS		
			SUBWOOFER BOX WITH 1 XPLD SPEAKER		
15-09602	FOUND PROPERTY	12/6/2015	4 EA GREEN RUBBER AIR HOSES	N/A	UNKNOWN

			PROPERTY CONVERSION LIST		
			RED/BLACK STEP WITH STORAGE BIN	N/A	UNKNOWN
16-01157	PARAPHERNALIA	2/12/2016	HONDA GENERATOR 2500	GC02-2890413	UNKNOWN
16-01949	GRAND LARCENY	3/11/2016	GENERAC GP3300 GENERATOR TREE TRIMMER CUTTER MISC HANDTOOLS, GRINDERS	9804523B	UNKNOWN
16-02507	FOUND PROPERTY	4/1/2016	IPOD TOUCH (PINK AND WHITE IN COLOR)	CCQQMA43NGGK2	UNKNOWN
16-02543	FOUND PROPERTY	4/2/2016	SMALL BOX CONTAINING AN ARMITRON WRIST WATCH	N/A	UNKNOWN
16-03139	REC STOLEN PROP	4/22/2016	DELL COMPUTER MONITOR RYOBI PORTABLE TABLE SAW 10" XBOX ONE CONSOLE KODAK EASY SHARE CAMERA TOSHIBA LAPTOP DEWALT IMPACT DRILLS 12V DEWALT 20V DRILLS DEWALT 12V DRILL DEWALT SAW ZAWS DEWALT 21" FRAMING NAILER DEWALT FLASHLIGHT DEWALT ROTOZIP DEWALT RIGHT ANGLE DRILL DEWALT CHARGER DEWALT FLASHLIGHT DEWALT TOOL BAG STANLEY FATMAX TOOL BOX WITH MISC TOOLS HUSKY TOOL BOX WITH MISC TOOLS CENTRAL PNEUMATIC AIR TANK 21 GALLON HILTI TE-5 DRILL CONTICO TOOL BOX WITH MISC TOOLS GENERIC GENERATOR GP2000E KARCHER POWER WASHER 2600 PSI DEWALT CHARGING STATION POWER PAC PLUS CHARGING STATION HITACHI MITER SAW DEWALT FOLDING STAND DEWALT DRILL KIT DREMEL KIT IN METAL CASE CRAFTSMAN SANDER KIT CAMPBELL HAUSFIELD NAILER CENTRAL PNEUMATIC NAILER DUO EAST NAIL GUN NAKITA CIRCULAR SAW HDX LIGHT KOBALT TOOL SET 110 PIECE TOOLSET DEWALT TOOL SET IN BLACK CASE DEWALT VACUUM CHARGING STATION POULAN BLOWER CRAFTSMAN BLOWER ION SPEAKER BOX	CN--OKW14V-74261-SC2-03HB 32651445348 SF116878C 945047	UNKNOWN

			PROPERTY CONVERSION LIST			
			BUDDY HEATER			
			MISC TOOLS			
			BOLENS WEEDEATER			
			THERMOHEATER			
			SUPEREUAC PUMP			
			HUSKY AIR TANK			
			TOOL BAG WITH MISC TOOLS			
			POWER DISTRIBUTION UNIT			
			HUSKY TOOL BAGS WITH MISC TOOLS			
			DEWALT GRINDER IN CASE			
			MISC TOOLS			
			MONGOOSE MOUNTAIN BICYCLE (WHITE/GREEN)			
			SCHWINN BICYCLE (PINK)			
			DIAMONDBACK BICYCLE (BLACK)			
			VIZIO SOUND BAR	SE205UAR0509027		
			SAMSUNG FLATSCREEN	23473CBBC00495W		
16-03249	FOUND PROPERTY	4/25/2016	APPLE I-POD TOUCH	C22DNUSDDCP7		UNKNOWN
16-03375	FOUND PROPERTY	4/30/2016	GAS HOSE AND NOZZLE			UNKNOWN
16-03756	FOUND PROPERTY	5/13/2016	SONY READING TABLET	1300857		UNKNOWN
16-04187	FOUND PROPERTY	5/27/2016	SMALL WHITE DRONE, SYMA X5C 2.4G	UNKNOWN		UNKNOWN
16-05473	FOUND PROPERTY	7/11/2016	RED TROYBILT 21" PUSH LAWN MOWER	1C123KC1719		UNKNOWN
16-05990	DESTRUCTION OF PROPERTY	7/31/2016	DELL INSPIRON LAPTOP	GQQYBL1		UNKNOWN
			VIZIO FLAT SCREEN TV MODEL VX32L	LSAABBH5554551		UNKNOWN
16-06468	POSS STOLEN MOTOR VEHICLE	8/17/2016	LG GPAD TABLET	UNKNOWN		UNKNOWN
			PHILLIPS PORTABLE SPEAKER	LM1A1535101212		
			MY CHARGE POWER SUPPLY	UNKNOWN		
			U.S. POLO ASSN WATCH	UNKNOWN		
			DURALAST CAR BATTERY	UNKNOWN		
16-06870	POSS CDS	9/2/2016	SAMSUNG AUDIO SPEAKER		UNABLE TO LOCATE	SHARISSE MALAY
16-07695	FOUND PROPERTY	10/4/2016	WERNER 5 FT. STEP LADDER; YELLOW	N/A		UNKNOWN
16-07997	FOUND PROPERTY	10/17/2016	HOUSE PARTY KARAOKE MACHINE	A4150550488947		UNKNOWN
16-08016	POSS STOLEN PROPERTY	10/18/2016	3 RED TOOL BOXES WITH MISC TOOLS			UNKNOWN
			DOLLY			UNKNOWN
			CONTAINER OF MISC TOOLS			UNKNOWN

GUN CONVERSION LIST
Current Property Conversion List

CASE #	OFFENSE	DATE RCVD	PROPERTY	SERIAL #	STATUS	OWNER	VERIFIED
12-06851	POINTING A FIREARM	8/25/2012	IVER JOHNSON CADET .38 CAL REV	G16033		JOSEPH JONES	COURT ORDER
13-00846	DOM A&B WITH DANGEROUS WEAPON	1/29/2013	HI POINT SEMI AUTO 9MM	P152041		UNABLE TO IDENTIFY	
13-00949	POINTING A FIREARM	2/1/2013	ROSCO VESTPOCKET REVOLVER	32976		GRANT BEAL	FORFEITURE
13-10146	WEAPONS VIOLATION	12/22/2013	GLOCK 19 S&W .38 CAL REVOLVER	PWP 918 US BKV2815	ALT SER #	TEERRYON PULLEN UNKNOWN	CONV FELON
14-00423	SEARCH WARRANT	1/17/2014	BERETTA MODEL 92FS SEMI AUTO 9MM	BER464623		VACHE STRICKLER	CONV FELON
14-00810	POSS CDS	1/31/2014	TANFOGLIO GT-27 .25 CALIBER PISTOL	G66532		ASHLEY BEAL	CONV FELON
14-02083	SHOOTING WITH INTENT	3/22/2014	HI POINT C9 9MM	P1490677		MICHAEL SMITH	CONV FELON
14-02433	SHOOTING WITH INTENT	4/4/2014	HI POINT JCP 40	X7159030		RONALD HUPP	CONV FELON
14-02448	CARRY FIREARM AFCF	4/5/2014	GLOCK 22 SEMI AUTO	BZM143US		SHANE ARMITAGE	CONV FELON
14-03212	ASSAULT WITH DEADLY WEAPON	5/3/2014	FND FNX-9 9MM PISTOL	FX1U022156		GABRIEL SINGLETON	UNABLE TO LOCATE
14-03404	FELON IN POSS FA	5/11/2014	BERSA THUNDER .380	A33726		ANTONIO PINKARD	CONV FELON
14-03520	SEARCH WARRANT	5/15/2014	HI-POINT .45 PSITOL	X4127160		NORMAN PERSON	CONV FELON
14-04013	CONCEALED WEAPON	6/3/2014	JENNINGS J-22 SEMI AUTO	34253		MICHAEL RAMSEY	COURT ORDER
14-04270	POINTING A FIREARM	6/12/2014	FIE TITAN SEMI AUTO	B100912		CHAZ WATSON	CONV FELON
14-04406	POSS CDS WITH INTENT	6/17/2014	TITAN .25 CALIBER SEMI-AUTO	ED19898		FRANK SACCO	CONV FELON
14-04830	POSS DANGEROUS DRUGS	7/2/2014	GLOCK 23 .40 CAL PISTOL	BHL828US		JORDAN CUTLIFF	CONV FELON
14-05718	DISCHARGE FA WITHIN CITY LIMITS	8/1/2014	UNK MAKE SEMI AUTOMATIC	UNKNOWN		DIONTAYE JAMES	NO SER OR MAKE
14-05782	POSS FIREARM AFCF	8/4/2014	HIGHPOINT JHP .45 CAL SEMI AUTO	X4207726		MICHAEL WOFFORD	CONV FELON
14-06937	POSS CDS	9/13/2014	TARUS PT 111 PRO SEMI AUTO	TFR17955		DOMINIQUE SMITH	FORFEITURE
14-07548	POSS CDS	10/3/2014	TAURUS PT609 PRO	TD099180		ERION BRUNER	CONV FELON
14-07988	ROBBERY I	10/18/2014	ERMA LA .22 CALIBER SEMI-AUTO	37712		DERRICK LONDON	CONV FELON

GUN CONVERSION LIST
Current Property Conversion List

		RUGER P95DC	SCRATCHED OFF		
14-08007	STOLEN MOTOR VEHICLE/ FOUND PROP	10/19/2014	SCCY 9MM SEMI AUTO PISTOL	93847	UNKNOWN
14-08801	AGG TRAFFICKING IN CDS MDMA	11/15/2014	GLOCK MODEL 17 9MM SEMI-AUTO	KDB135	DARRIN LEWIS CONV FELON
14-09727	POSS FIREARM AFCF	12/18/2014	SMITH AND WESSON MODEL 19-5	98689	JAMES LESTER CONV FELON
15-00061	POSS FIREARM AFCF	1/3/2015	JIMENEZ ARMS .22 CALIBUR HANDGUN	1167848	DARREN HILL CONV FELON
15-00178	POSS CDS WITH INTENT	1/8/2015	GLOCK MODEL 29 10MM SEMI-AUTO	UYX 585	JUSTIN FREEL CONV FELON
15-01842	ASSAULT & BATT W DANG WEAPON	3/8/2015	CHARTER ARMS UNDERCOVER .38 SPL	642943	BRIAN LEWIS CONV FELON
15-02154	DUI	3/19/2015	S&W SW9VE 9MM SEMI AUTO	DTF5413	OARLANDO ROBINSON FORFEITURE
15-02313	GRAND LARCENY	3/25/2015	RG31 REVOLVER	11690	TINA KOVACH CONV FELON
15-03117	USE OF VEHICLE TO DISCHARGE WEAPON	4/22/2015	S&W M&P 9C 9MM PISTOL WALTHER PK380 SEMI AUTO HI POINT C9 SEMI AUTO PISTOL	DSZ4210 WB012709 P1802173	UNKNOWN UNKNOWN UNKNOWN DISCLAIMER DISCLAIMER DISCLAIMER
15-03886	A&B WITH A DANGEROUS WEAPON	5/20/2015	9X18 MAKAROV SEMI AUTO PISTOL	AE353522	DANIELLE ANDREWS DISCLAIMER
15-04285	POSS FIREARM AFCF	6/3/2015	DAVIS D22 DERRINGER	36016	LEON COLEMAN CONV FELON
15-04286	POSS FIREARM AFCF	6/3/2015	RG .22 CALIBER REVOLVER	T621030	EZEKIEL JACKSON CONV FELON
15-04902	POINTING A FIREARM	6/24/2015	JENNINGS MODEL- J-22	671319	KYLE BOWEN DISCLAIMER
15-05249	TRAFFICKING CDS PCP	7/6/2015	HI-POINT SEMI-AUTO 9MM	P228640	MARIO JACKSON CONV FELON
15-05380	POSS FIREARM AFCF	7/10/2015	TANFOGLIO CAT 9351 .40 CAL	EA05561	TYRE PULLEN DA STATUS RPT
15-05389	POSS FIREARM AFCF	7/11/2015	FIRESTORM FSR 38	FSR1257376	ERION BRUNER CONV FELON
15-05465	A&B WITH DANGEROUS WEAPON	7/13/2015	KEL-TEC 9MM SEMI AUTO S&W .38 SPECIAL +P	AA7617 CVN8573	LEVONTEY THOMPSON CONV FELON
15-05588	CARRY CONCEALED WEAPON	7/17/2015	S&W SD9 9MM SEMI AUTO	HFA7333	ANTWAN ANDERSON FORFEITURE
15-06007	FOUND PROPERTY	8/1/2015	TAURUS MILLENNIUM .45 ACP	NCT43743	UNKNOWN
15-06811	CARRY CONCEALED WEAPON	8/28/2015	TAURUS PT-145 SEMI AUTO	NEX56920	KEVIN THOMAS FORFEITURE

GUN CONVERSION LIST
Current Property Conversion List

15-07165	CARRY CONCEALED WEAPON	9/9/2015	BERETTA 21A .22 CAL PISTOL COLT .45 ACP	BES99961U SF32593	LLOYD MANKER	FORFEITURE FORFEITURE
15-07228	DISCHARGING A FIREARM	9/10/2015	RUGER P95DC 9MM SEMI AUTO	313-91337	DEANDRE TURNER	COURT ORDER
15-07406	SUICIDE	9/17/2015	S&W .40 CAL SEMI AUTO	HBJ4652	UNKNOWN	
15-08475	POSS FIREARM AFCF	10/25/2015	TAURUS THE JUDGE REVOLVER	ET453759	JAMOL COOK	CONV FELON
15-08600	POSS CDS WITH INTENT	10/25/2015	S&W 38 SPECIAL 5 SHOT REVOLVER	J506064	MARY AUTRY	CONV FELON
15-08801	POSS CDS	11/6/2015	HI POINT C9 SEMI AUTO	P1344562	JESUS MALDONADO	CONV FELON
15-08823	GENERAL ARREST	11/7/2015	HI POINT C9 9MM PISTOL	P1293905	ONEAL JR OLDS III	CONV FELON
16-00030	POSS CDS WITH INTENT	1/2/2016	LORCIN .25 AUTOMATIC HANDGUN	133930	JOSHUA COMBS	CONV FELON
16-01013	CARRY CONCEALED WEAPON	2/7/2016	SMITH & WESSON .38	DCY1308	HUNTER MORRIS	UNABLE TO LOCATE
16-01198	UNATTENDED DEATH	2/14/2016	TAURUS .40 CAL SEMI AUTO	SZF44487	RICKEY STINNETT	SIGNED OVER TO PD
16-01586	CARRY FIREARM AFCF	2/28/2016	S&W .38 CAL REVOLVER	142275	RICKEY SCOTT	CONV FELON
16-02225	OBTAIN PROP BY TRICK OR DECEP	3/21/2016	HERITAGE .22LR REVOLVER	145218	DIONTE KEITH	DISCLAIMER
16-02924	DISCHARGING A FIREARM	4/15/2016	FALCON .38 SPC REVOLVER	505975	WILLIAM MEREDITH	COURT ORDER
16-02947	UNLAWFUL INTENT TO CARRY	4/16/2016	COLT 1911 .45 CALIBER SEMI-AUTO	525401	ROY MANN	DISCLAIMER
16-03621	DISCHARGE A FIREARM IN CITY LIMITS	5/8/2016	RUGER LC9 SEMI AUTO	328-95179	AMANDA CAMPBELL	COURT ORDER
16-03966	CARRY CONCEALED WEAPON	5/19/2016	FEMARU 37M .380 SEMI AUTO	232868	JARED HALSTEAD	FORFEITURE
16-05732	POSSESSION OF CDS	7/20/2016	TITAN .25 AUTO	ED35864	JEFFREY MADDUX	COURT ORDER
16-06867	CARRY CONCEALED WEAPON	9/1/2016	HI POINT .40 CAL SEMI AUTO		BRAXTON PARHAM	COURT ORDER
16-06973	FOUND PROPERTY	9/7/2016	WALTHER PPS SEMI AUTO	AG8821	UNKNOWN	

GUN CONVERSION LIST
Current Property Conversion List
LONG GUNS

13-08918	POSS SAWED OFF SHOTGUN	11/5/2013	NORINCO MODEL 99 12 GA SHOTGUN	SW022241	DANIEL PIERSON	ILLEGAL FA
14-03212	ASSAULT WITH DEADLY WEAPON	5/3/2014	GLENFIELD .22 LR SEMI AUTO	26369019	GABRIEL SINGLETON	UNABLE TO LOCATE
14-04080	TRANSPORTING LOADED FIREARM IN VEH	6/5/2014	SKS SEMI AUTO RIFLE	1705888F	DESMON JOHNSON	CONV FELON
14-04910	SHOOTING WITH INTENT TO KILL	7/5/2014	MOSSBURG 12 GA SHOTGUN	UM644169	STEVEN KIMBRO	CONV FELON
14-06061	UNINTENTIONAL SHOOTING	8/14/2014	ROMARM SA/CUGIR .223 CAL ROMARM WASR 10 CAL 7.62X39 MARLIN 30-30	S3033952000 15798903 27026168	UNKNOWN UNKNOWN UNKNOWN	
14-08147	REC POSS CONC STOLEN PROPERTY	10/23/2014	RUGER 10-22 RIFLE	354-265-31	UNKNOWN	
15-03731	CARRY FIREARM AFCF	5/15/2015	MOSSBURG 20 GA SHOTGUN	L833610	RYAN CLAY	CONV FELON
15-06071	POSS FIREARM AFCF	8/3/2015	WINCHESTER 12 GA SHOTGUN SAVEAGE MARK II .22 CALIBER RIFLE	12AZVV32634 1900150	JOSHUA RYAN	CONV FELON
15-06888	FOUND PROPERTY	8/30/2015	ENFIELD MK III BOLT-ACTION .303 RIFLE	100417	UNKNOWN	
15-09404	ASSAULT	11/28/2015	WINCHESTER MOODEL 37 SHOTGUN	UNKNOWN	DALE MUMMERT	UNABLE TO LOCATE
15-09600	RECOVERED STOLEN MOTOR VEHICLE	12/6/2015	WINCHESTER MODEL 1200 12 GAUGE	329330	GLEN MORGAN	CONV FELON
16-01198	UNATTENDED DEATH	2/14/2016	MOSSBURG 12 GA SHOTGUN	T675566	RICKEY STINNETT	SIGNED OVER TO PD

Bicycle Conversion List

CASE #	OFFENSE	DATE R'VD	PROPERTY	SERIAL #	STATUS	OWNER
14-03584	BURGLARY I	5/17/14	PURPLE BICYCLE		UTL	PHILLIP JACKSON
15-02513	FOUND PROPERTY	3/31/15	PINK ROADMASTER BIKE	HL1264006		UNKNOWN
15-02566	FOUND PROPERTY	4/2/15	BLUE ROADMASTER BICYCLE	R3013WMC		UNKNOWN
15-02751	FOUND PROPERTY	4/9/15	RED BMX STYLE BICYCLE	41526		UNKNOWN
15-02805	FOUND PROPERTY	4/11/15	MONGOOSE TYPE 90 BLUE IN COLOR	FSD12H56176		UNKNOWN
15-02833	FOUND PROPERTY	4/14/15	HUFFY BICYCLE	80628HUFFY 24874		UNKNOWN
15-02898	FOUND PROPERTY	4/15/15	MONGOOSE 21 SPEED	FSD09FE4582		UNKNOWN
15-03199	FOUND PROPERTY	4/26/15	BLACK GASOLINE HUFFY BICYCLE	BB04110549		UNKNOWN
15-03821	FOUND PROPERTY	5/18/15	GOLD BICYCLE, UNKNOWN MAKE OR MODE SILVER BICYCLE, UNKNOWN MAKE OR MODEL PURPLE MONGOOSE BICYCLE	UNKNOWN UNKNOWN UNKNOWN		UNKNOWN UNKNOWN UNKNOWN
15-04195	FOUND PROPERTY	6/1/15	HUFFY ROCK IT BMX BICYCLE, RED IN COLOR	SNHTD13B56288		UNKNOWN
15-04304	FOUND PROPERTY	6/4/15	SCHWINN GIRLS 12IN BICYCLE	ERT54857		UNKNOWN
15-04745	FOUND PROPERTY	6/19/15	ROADMASTER GRANITE PEAKS 26 INCH GIRLS 26 INCH BOYS SCHWINN ELEMENT	SNFSD11AE5039 SNFSD11EW2439		UNKNOWN UNKNOWN
15-05271	FOUND PROPERTY	7/7/15	HUFFY SEA STAR	SNHDC14041841		UNKNOWN
15-05614	FOUND PROPERTY	7/18/15	MONGOOSE MOUNTAIN BIKE GRAY IN COLOR	FSD13JF8982		UNKNOWN
15-05689	FOUND PROPERTY	7/21/15	MOUNTAIN STYLE BICYCLE, OZONE BRAND, CAMO COLOR	UNKNOWN		UNKNOWN
15-05818	FOUND PROPERTY	7/25/15	KENT BICYCLE	HS 504053		UNKNOWN
15-06041	FOUND PROPERTY	8/2/15	MONGOOSE LEDGE P2	SNXDS12K34474		UNKNOWN
15-06090	FOUND PROPERTY	8/4/15	MONGOOSE 2.1 LEDGE	SNXDS12F46316		UNKNOWN

Bicycle Conversion List

15-06219	FOUND PROPERTY	8/8/15	RED BLACK MANGOOSE 21 SPEED BIKE	UNKNOWN		UNKNOWN
15-06325	FOUND PROPERTY	8/11/15	NEXT BLUE AND SILVER MOUNTAIN BIKE BLACK GRANITEE MOUNTAIN BIKE	LWKD062087 SNFSD155CC4029		UNKNOWN UNKNOWN
15-06440	FOUND PROPERTY	8/15/15	MONGOOSE BLUE AND PURPLE BMX BIKE	SNACE10H10287		UNKNOWN
15-06623	FOUND PROPERTY	8/22/15	KENT 20 INCH GIRLS PURPLE AND FLORECENT GREEN	HS140910041		UNKNOWN
15-06644	FOUND PROPERTY	8/22/15	SILVER AND PURPLE BICYCLE	34440103		UNKNOWN
15-06718	FOUND PROPERTY	8/25/15	MICHELOB ULTRA 26 INCH MOUNTAIN BIKE	AJ1010618		UNKNOWN
15-06946	FOUND PROPERTY	9/1/15	"HUFFY CHARGER" 16 SPEED MOUNTAIN BIKE	248009210911F677		UNKNOWN
15-07302	FOUND PROPERTY	9/14/15	BLACK BMX STYLE BICYCLE HOFFMAN	C1C22EZ827		UNKNOWN
15-07565	FOUND PROPERTY	9/23/15	BLUE COLORED MAGNA IMPOSTER 20 INCH	DJDG053425		UNKNOWN
15-07734	FOUND PROPERTY	9/29/15	PINK MONGOOSE BICYCLE	SNF8D12DG7721		UNKNOWN
15-08045	FOUND PROPERTY	10/10/15	RED MONGOOSE XR75 MOUNTAIN BIKE	R4598WMB		UNKNOWN
15-08061	FOUND PROPERTY	10/11/15	MGX PINK BICYCLE DXR KIDS BIKE NEXT BRAND KIDS SCOOTER	1C080178 UNKNOWN		UNKNOWN UNKNOWN
15-09219	MENTAL HEALTH	11/21/15	GRAY AND BLACK BICYCLE	UNKNOWN	UTL	JESSE DANIEL LEE
15-09339	FOUND PROPERTY	11/25/15	NEXT RED AND BLACK MOUNTAIN BIKE	00TD30196		UNKNOWN
15-09357	FOUND PROPERTY	11/26/15	RED ROADMASTER SPORT SX	UNKNOWN		UNKNOWN
15-09717	FOUND PROPERTY	12/10/15	RED/BLACK ELEVATION QUEST MOUNTAIN BIKE	20824462		UNKNOWN
15-10075	FOUND PROPERTY	12/24/15	PURPLE W/ SILVER STARS BRATZ	UVC4230667		UNKNOWN
15-10121	FOUND PROPERTY	12/26/15	MAGNA ALPINE EAGLE 18 SPEED	00TD2129793		UNKNOWN
16-00185	FOUND PROPERTY	1/8/16	NEXT GIRLS MISTY BIKE BLUE PINK IN COLOR	DWAJ039841		UNKNOWN
16-00705	FOUND PROPERTY	1/27/16	20" TROUBLE MAKER BMX BIKE	HS140103135		UNKNOWN

Bicycle Conversion List

16-00771	FOUND PROPERTY	1/29/16	BLUE MAGNA ELECTROSHOCK 18 SPEED BYCYCLE	99T0590224		UNKNOWN
16-01055	FOUND PROPERTY	2/9/16	BLUE 18 SPEED UPLAND BICYCLE	C17A5408		UNKNOWN
16-01417	FOUND PROPERTY	2/22/16	MAROON NEXT POWERX 18 SPEED BICYCLE	LWJD028105		UNKNOWN
16-01515	POSS CDS METH	2/25/16	GIANT MOUNTAIN BIKE BLACK AND RED BLACK TREK 10 SPEED	CA1MOO68 WTU179C0558B		UNKNOWN UNKNOWN
16-01967	FOUND PROPERTY	3/11/16	BLUE MOUNTAIN BIKE GIANT ALF 210	149740		UNKNOWN
16-01992	FOUND PROPERTY	3/12/16	BLUE RAZOR SCOOTER	BE1C6001983		UNKNOWN
16-02069	GENERAL ARREST	3/16/16	SILVER MOUNTAIN BIKE		UTL	SAMUEL FLOYD
16-02637	FOUND PROPERTY	4/5/16	GREEN KENT CHAOS FS20 20" BOYS BICYCLE	WMGS45630414		UNKNOWN
16-02764	FOUND PROPERTY	4/10/16	UNKNOWN BRAND BICYCLE WITH NO BRAND STICKER	G71171M01 OR		UNKNOWN
16-02880	FOUND PROPERTY	4/14/16	STRIKER OZONE 500 CHILDS BIKE	SL08224235		UNKNOWN
16-05087	FOUND PROPERTY	6/28/16	NO RULES GS11890 FREESTYLE	G130411223		UNKNOWN
16-05327	RESISTING/INTERF	7/7/16	BLACK ONE SPEED BICYCLE		UTL	ANDREW ROSENBERGER
16-05534	FOUND PROPERTY	7/13/16	KENT TERRA BICYCLE	G1512095468		UNKNOWN
16-05821	FOUND PROPERTY	7/24/16	HUFFY ROCK IT BICYCLE	SNHBC09E80449		UNKNOWN
16-06485	FOUND PROPERTY	8/18/16	ROADMASTER GRANITE PEAK MOUNTAIN BIKE	SNFSD15J72333		UNKNOWN
16-06559	FOUND PROPERTY	8/21/16	ROADMASTER MT. FURY BIKE	SNFSDCSGN4372		UNKNOWN
16-07105	FOUND PROPERTY	9/13/16	BLUE MAGNA ANZA 18 SPEED BIKE	96TD126201		UNKNOWN
16-07900	FOUND PROPERTY	10/13/16	MONGOOSE			UNKNOWN
16-08133	GENERAL ARREST	10/22/16	DYNACRAFT WIPEOUT BICYCLE	UNKNOWN	DNPU	JIMMY SIMON
16-08144	FOUND PROPERTY	10/23/16	ROADMASTER GRANITE PEAKS BIKE	SNFSD14G56912		UNKNOWN

Bicycle Conversion List

16-08426	LARCENY RETAILER	11/3/16	MONGOOSE XR 75 MOUNTAIN BIKE	SNFSD009EM593E		UNKNOWN
16-08573	FOUND PROPERTY	11/9/16	MONGOOSE BMX	DJHE092459		UNKNOWN
16-08708	PETIT LARCENY	11/14/16	BLACK RIVER CANYON ELITE 18SPEED	UNKNOWN	UTL	BYRON ASHLEY

CURRENCY CONVERSION LIST

Case #	Offense	Date	Amount	Status	Owner
13-09432	POSS MJ WITH INTENT	11/23/13	31.00	UNABLE TO LOCATE	EMMANUEL SMITH II
14-02345	BURGLARY I RESIDENTIAL	4/2/14	2.98	UNABLE TO LOCATE	TIFFANY BOLFER
14-04406	POSS CDS WITH INTENT	6/17/14	128.00	UNABLE TO LOCATE	FRANK ANTHONY SACCO
14-05398	POSS OF CONTROLLED SUBSTANCE	7/22/14	80.00		UNKNOWN
15-03155	BURGLARY II AUTO	4/24/15	46.06		UNKNOWN
15-04702	BURGLARY II	6/18/15	4.50	UNABLE TO LOCATE	CLEAR WATER CAR WASH
15-05048	FOUND PROPERTY	6/30/15	5.00		UNKNOWN
15-06651	FOUND PROPERTY	8/23/15	27.48		UNKNOWN
15-06726	FOUND PROPERTY	8/25/15	1.75		UNKNOWN
16-00270	GAMBLING FORBIDDEN	1/12/16	140.11		UNKNOWN
16-01545	FOUND PROPERTY	2/26/16	1.00		UNKNOWN
16-02219	FOUND PROPERTY	3/21/16	20.00		UNKNOWN
16-04547	BURGLARY II AUTO	6/9/16	8.46		UNKNOWN
16-05217	FOUND PROPERTY	7/2/16	2.00	UNABLE TO LOCATE	WENDY DIANE SHULER
16-07031	FOUND PROPERTY	9/9/16	100.00		UNKNOWN

JEWELRY CONVERSION LIST

CASE #	OFFENSE	DATE RCVD	PROPERTY	STATUS	OWNER
13-06808	FOUND PROPERTY	8/22/2013	GOLD RING W/LARGE STONE		UNKNOWN
14-08147	REC POSS CONC STOLEN PROP	10/23/2014	MISC JEWELRY & WATCHES		UNKNOWN
15-03155	BURGLARY II AUTO	4/24/2015	2 PEARL EARRINGS		UNKNOWN
15-06233	FOUND PROPERTY	8/8/2015	GOLD BROACH W/WHITE FIGURE GOLD BROACH W/WHITE FIGURE GOLD RING W/STONES		UNKNOWN
15-08977	FOUND PROPERTY	11/12/2015	YELLOW GOLD RING W/DIAMONDS		UNKNOWN
15-08978	FOUND PROPERTY	11/12/2015	SILVER HIGH SCHOOL RING	UTL	Joseph Jonathan James Rex
15-06726	FOUND PROPERTY	8/25/2015	SILVER MANS WEDDING RING		UNKNOWN
16-01018	FOUND PROPERTY	2/7/2016	GOLD BROACH, HALF SHINY GOLD FINISH & HALF MATTE GOLD FINISH GOLD HEART NECKLACE. GOLD BRACELOT GOLD CHAIN NECKLACE SILVER NECKLACE W/ "S" SHAPED PENDANT SILVER NECKLACE W/PENDANT SHAPPED LIKE 2 TEAR DROP PAIR OF SILVER EARRINGS W/BLACK STONES EARRING SHAPED LIKE 2 TEAR DROP SILVER HOOP EARRING W/2 ROWS OF BLACK STONES JEWELRY HOLDER W/SEVERAL GREEN & BLUE BEADS	N/A N/A N/A N/A N/A N/A N/A N/A N/A N/A	UNKNOWN
16-03158	FOUND PROPERTY	4/23/2016	SILVER RING W/CLEAR JEWEL INSIDE SILVER/GOLD COLORED METAL EARING RED METAL EARING		UNKNOWN
16-03194	FOUND PROPERTY	4/24/2016	GOLD LADIES TIMEX WATCH		UNKNOWN
16-03746	FOUND PROPERTY	5/12/2016	CUBIC ZIRCONIA EARRINGS		UNKNOWN



DISCUSSION ITEMS





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

Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: May 9, 2017

Subject: Discussion and consideration of approving and passing an ordinance amending Chapter 30, Parks and Recreation, of the Midwest City Code, Article IV, In General, by amending Section 30-46(a) and (b), Golf course rates; establishing an effective date; and providing for repealer and severability (This item was under Further Information on the April 25, 2017 agenda).

Staff is recommending a one dollar (\$1.00) increase per player in the regular green fee rate and senior rate, as well as a fifty cent (\$.50) increase for driving range tokens at John Conrad Golf Course. In addition staff is proposing a one dollar (\$1.00) increase to Senior/Military green fees at John Conrad and Hidden Creek Family Golf Course. However, in an effort to attract some new senior players to both golf courses, staff proposes reducing the senior age to fifty five and older.

The proposed rates will be effective July 1, 2017. This rate increase keeps our pricing below our competitors in each category.

John Conrad (after rate increase)

Weekday: \$25.00
Weekend: \$25.00
Twilight: \$16.00 (after 2:00pm)
Super twilight: \$8.00(after 6:00pm)
Senior & Military Fee \$16.50
Junior \$6.00
18 hole cart rental \$28.00
18 hole cart rental \$14.00 (single rider)
9 hole cart rental \$14.00
9 hole cart rental \$7.00 (single rider)
Monday thru Thursday special: \$9.00*
Range \$3.50 (42 balls)

Oklahoma City (current)

Weekday: \$26.00, Lincoln \$28.00
Weekend: \$26.00, Lincoln \$28.00
Twilight: \$21.00 (after 1:00pm)
Super twilight: \$15.75 (after 4:00pm)
Senior Fee \$15.75
Junior \$7.25
18 hole cart rental \$28.00
18 hole cart rental \$14.00 (single rider)
9 hole cart rental \$14.00
9 hole cart rental \$7.00 (single rider)
Monday thru Thursday special: None
Range \$3.25 (30 balls)

Hidden Creek (after rate increase)

Footgolf 9 hole \$7.00
Regular 9 hole Senior and Military \$7.00

*The Monday special is from dawn to 3:00 and the Tuesday through Thursday special is from 1:00 to 3:00. (Staff is also proposing we change the start time from 1:30 to 1:00 p.m. on Tuesday through Thursday and make this fee good year round by eliminating the “during daylight savings time” language.)

The rate increase is expected to generate approximately \$20,000.00 annually.

Staff recommends approval.

A handwritten signature in black ink that reads "Vaughn K. Sullivan". The signature is written in a cursive style with a large initial 'V'.

Vaughn K. Sullivan, Public Works Director

Attachments: Redlined copy of the ordinance
Clean copy of the ordinance

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- (2) Green fees for City of Midwest City employees shall be ten dollars and fifty cents (\$10.50);
- (3) Green fees for seniors (~~age sixty (60)~~ age fifty five (55)) or older) and military for weekdays shall be ~~fifteen~~ sixteen dollars and fifty cents (~~\$15.50~~ \$16.50). This fee shall also apply after 12:00 p.m. on Saturdays, Sundays and federal holidays;
- (4) Green fees for juniors shall be six dollars (\$6.00);
- (5) Registered school golf team green fees shall be four dollars (\$4.00);
- (6) Twilight green fees (after 2:00 pm during daylight savings time and after 1:00 pm during regular time) shall be sixteen dollars (\$16.00);
- (7) Green fees shall be eight dollars (\$8.00) after 6:00 p.m.;
- (8) Golf car rentals shall be twenty eight dollars (\$28.00) for eighteen (18) holes. Single rider car rental shall be fourteen dollars (\$14.00) for (18) holes. Golf car rentals shall be fourteen dollars (\$14.00) for nine (9) holes. Single rider car rental shall be seven dollars (\$7.00) for nine (9) holes.
- (9) Trail fees shall be ten dollars (\$10.00);
- (10) Senior (~~age sixty (60)~~ age fifty five or older) trail fees shall be seven dollars (\$7.00);
- (11) Annual locker rental fee shall be thirty dollars (\$30.00);
- (12) Driving range fees shall be three dollars and twenty five cents (~~\$3.00~~ \$3.25).
- (13) Annual green fee memberships shall be one thousand one hundred eighty dollars (\$1,180.00);
- (14) Annual green fee membership with half golf car rental shall be two thousand dollars (\$2,000.00);
- (15) Annual Monday through Thursday green fee memberships shall be seven hundred dollars (\$700.00);
- (16) Annual Monday through Thursday green fee memberships with half golf car rental shall be one thousand two hundred dollars (\$1,200.00);
- (17) Annual junior green fee memberships shall be three hundred sixty dollars (\$360);
- (18) Annual trail fee, with annual green fee membership, shall be four hundred dollars (\$400.00). Annual trail fee, with annual Monday through Thursday membership shall be two hundred dollars (\$200.00);

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(19) Regular green fees for each 18 holes played before 3:00 p.m. on Mondays year round and ~~1:30~~1:00 to 3:00 Tuesday through Thursday ~~during day-light savings time~~ shall be nine dollars (\$9.00). This fee shall not apply on federal holidays, or for tournaments or league play;

SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after July 1, 2017.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the _____ day of May 9, 2017.

THE CITY OF MIDWEST CITY, OKLAHOMA

Mathew Dukes., Mayor

ATTEST: _____

Sara Hancock, City Clerk

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

Philip Anderson, City Attorney



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

Memorandum

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: May 9, 2017

Subject: Discussion and consideration of approving and passing an ordinance amending Chapter 30, Parks and Recreation, of the Midwest City Code, Article I, In General, by amending Section 30-1(c), Park hours, posting signs, trespass, disorderly conduct; penalty; establishing an effective date; and providing for repealer and severability (This item was under Further Information on the April 25, 2017 agenda).

Staff is recommending a change in the hours of operation for the pavilions and improved playgrounds located in Regional, Kiwanis and Lions parks. This change provides for seasonal hours of operation based roughly on sunset times. This adjustment is being made in an effort to provide patrol officers the ability to prohibit loitering in or near these facilities after dark.

The Park Board will be hearing and discussing this recommendation at their April 19th meeting, and will be providing a recommendation to you prior to voting on the ordinance change.

Staff recommends approval.

Vaughn K. Sullivan, Public Works Director

Attachments: Redlined copy of the ordinance
Clean copy of the ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 30, PARKS AND RECREATION, OF THE MIDWEST CITY CODE, ARTICLE I, IN GENERAL, BY AMENDING SECTION 30-1 (C), PARKS HOURS, POSTING SIGNS, TRESPASS, DISORDERLY CONDUCT; PENALTY; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

SECTION 1. That Chapter 30, Parks and Recreation, of the Midwest City Code, Article I, In General, Section 30-1 (c), Park hours, posting signs, trespass, disorderly conduct; penalty, be amended to read as follows:

Sec. 30-1. - Park hours, posting signs, trespass, disorderly conduct; penalty.

- (a) It shall be unlawful and an offense for any person to occupy or use the designated public parks and public municipal facilities other than during those hours hereafter set forth:
 - (1) Regional Park shall be open for public use between the hours of 5:00 a.m. and 11:00 p.m.
 - (2) Lions Park and Kiwanis Park shall be open for public use between the hours of 7:00 a.m. and 10:00 p.m.
 - (3) All other parks, unless otherwise posted, including the pavilions therein, shall be open for public use between the hours of dawn and dusk.
- (b) The city manager shall cause signs of the hours of such parks to be posted therein.
- (c) It shall be unlawful and an offense for any person to occupy or use the designated special facilities in the city except between the hours hereinafter set forth and with the approval of the city park and recreation board, if approval of the board is hereinafter indicated as necessary:
 - (1) Regional Park lighted tennis, basketball and volleyball court shall be open for public use between the hours of 5:00 a.m. and 11:00 p.m.
 - (2) Regional Park trail shall be open for public use between the hours of 5:00 a.m. to 11:00 p.m.
 - (3) Regional, Kiwanis and Lions pavilions and improved playgrounds shall be open for public use between the hours of 7:00 a.m. to ~~10:00~~9:00 p.m. the months of March through October and 8:00 a.m. through 6:00 p.m. the months of November through February.
- (d) Any person present in a park during other than the designated hours in this section shall be guilty of trespass in accordance with and subject to the penalties prescribed under section 28-54.
- (e) Any person who remains on the premises of a park, city recreational facility or other city-owned public facility after being issued a lawful command or demand by a city official having authority to issue such lawful command or demand shall be guilty of trespass and/or disorderly conduct subject to the penalties prescribed under sections 28-54 and/or 28-90.1 respectively.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in force and effect on and after July 1, 2017.

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

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

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, on the _____ day of May 9, 2017.

THE CITY OF MIDWEST CITY, OKLAHOMA

Mathew Dukes., Mayor

ATTEST: _____

Sara Hancock, City Clerk

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

Philip Anderson, City Attorney



**Assistant City Attorney
Municipal Court**

100 N. Midwest Boulevard
Midwest City, OK 73110
Office: 405-739-1284
makarns@midwestcityok.org
www.midwestcityok.org

To: Honorable Mayor and Council

From: Mary Ann Karns, Assistant City Attorney/City Prosecutor

Date: April 25, 2017

Subject: Discussion and consideration of approving and passing an ordinance amending Chapter 25, Municipal Court, of the Midwest City Code, Article I, General Provisions, of the Midwest City Code, by Adding a New Section 25-45, Expungement Fee, Providing for an Effective Date, Providing for Severability, and Providing for Repealer.

Attached you will find the proposed amended ordinance. Every month, the City receives 5-8 requests for the expungement of records of those who have been convicted of an offense in municipal court or who were arrested by the Midwest City Police Department with charges filed elsewhere. This request is allowed by Oklahoma Statutes under certain circumstances, and those circumstances have become broader over time.

When a request is made, the offender files a petition in District Court and serves the Prosecutor. The Prosecutor reviews the petition to determine whether it is in order and then either contests or agrees to the request. The cases proceed on until a District Court Judge issues an order of expungement. At that time, the Prosecutor is served with that order and distributes it to the Court Clerk and the Police Department Records Division. Those departments withdraw both the computer and paper records and seal them. Thereafter, if anyone asks about the defendant's history or seeks the records, the person is told we have no record of that person.

The Prosecutor, Court Clerk and Records Clerk total time in these matters is at least one hour and sometimes more.

I recommend that the Mayor and City Council impose a fee of \$50 for each expungement, to be paid at the time the District Court order is filed. The distribution would be 60% to the Court fund, due to the involvement of the Prosecutor and 40% to the Police fund.

Staff recommends approval.

Mary Ann Karns
Assistant City Attorney/City Prosecutor

ORDINANCE NO.

An Ordinance Amending Chapter 25, Municipal Court, Article I, General Provisions, of the Midwest City Code, by Adding a New Section 25-45, Expungement Fee, Providing for an Effective Date, Providing for Severability, and Providing for Repealer.

Chapter 25, Article 1

WHEREAS, individuals who have been arrested by Police Department of Midwest City frequently seek to have those records expunged; and

WHEREAS, if the individuals were charged in the Municipal Court of Midwest City they also seek to have those records expunged; and

WHEREAS, in order to obtain expungement, the individual files a court action which is reviewed by an attorney for the City to determine whether the petition is in the proper form according to statutes; and

WHEREAS, if a court orders an expungement, employees of the Records Division of the Midwest City Police Department and employees of the Court Clerk's Office of the Municipal Court then research the records, remove them from paper files and computer records, then seal or otherwise place them in storage, and

WHEREAS, this is a special service and an amount should be charged to defray the City's expenses for these actions;

IT IS ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDWEST CITY THAT SUCH A FEE SHOULD BE DETERMINED:

Section 1. There is hereby established a fee for processing an order for expungement of records from Municipal Court and Police Department files. The Fee shall be Fifty Dollars (\$50.00), and shall be paid by the defendant when the order of expungement is presented to the court. Forty percent (40%) of the revenues generated by this fee shall be placed into the police fund and Sixty Percent (60) shall be placed into the Court fund.

Section 2. Effective Date. This ordinance shall take effect thirty days after publication.

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

Section 4. Repealer. Any section, subsection or portion thereof in conflict with this ordinance is hereby repealed.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk

Approved as to form and legality:

PHILIP ANDERSON, 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
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: Patrick Menefee, P.E., City Engineer

Date: May 9th, 2017

Subject: Discussion and consideration of approving the Termination of the Sewer and Water Agreement with the Yes Companies EXP, LLC for the water and sewer service provided to the Timberland Mobile Home Park property east of the corporate limits of the City of Midwest City.

The accompanying proposal is for terminating the service that allows the City to provide water and sewer service to the Timberland mobile home park. An agreement to provide service was made between the park's prior ownership group and the City, March 11th, 2014. Before the agreement could be recorded at the county clerk's office, the park's ownership group changed, making the parties to the agreement inaccurate. If the existing agreement is terminated, the current ownership group will reenter into a new agreement with the city under its name, allowing the City to continue to provide service to the Timberland mobile home park.

Staff recommends terminating the agreement.

Patrick Menefee, P.E.
City Engineer

Attachments

After Recording Return to:

Clifford Chance US LLP
31 West 52 Street
New York, New York 10019
Attn: Ness M. Cohen, Esq.

TERMINATION OF SEWER AND WATER AGREEMENT

THIS TERMINATION OF SEWER AND WATER AGREEMENT, is made as of this ___ day of April 2017 but effective as of March 11, 2014 (this "Termination Agreement"), among the CITY OF MIDWEST CITY, OKLAHOMA ("Midwest City"), the MIDWEST CITY MUNICIPAL AUTHORITY, a public trust (the "Authority"), and YES COMPANIES EXP, LLC, a Delaware limited liability company ("YES").

RECITALS:

A. Midwest City, the Authority and YES entered into that certain Sewer and Water Agreement dated March 11, 2014 (the "Original Agreement") affecting that certain manufactured housing community known as Timberland located at 13501 SW 29th Street, Midwest City, Oklahoma and more particularly described on Exhibit A attached hereto (the "Property").

B. The Original Agreement was not originally recorded and Midwest City, the Authority and YES intended and agreed that it no longer be effective.

C. On August 12, 2016, in reliance on the foregoing, YES Companies EXP, LLC transferred all of its right, title and interest in and to the property to YES Companies EXP Key, LLC free and clear of the Original Agreement and the rights and obligations created thereby.

D. On April 5, 2017, the Original Agreement was inadvertently recorded in the records of the Oklahoma County Clerk in Book RE13401, Page 889, as document number 20170405010462600

E. Midwest City, the Authority and YES desire to enter into this agreement to confirm that the Original Agreement has been terminated and has no further force and effect, effective as of March 11, 2014.

NOW THEREFORE, for the consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT:

1. Incorporation of Recitals. The above recitals are true and correct and incorporated herein as if set forth fully herein.

2. Termination of Easement. Midwest City, the Authority and YES hereby confirm and agree that the Original Agreement has been terminated and shall be of no further force or effect, in each case effective as of March 11, 2014.

3. Governing Law. The terms and conditions of this Termination Agreement shall be governed and construed under the laws of the State of Oklahoma, without giving effect to the conflicts of laws provisions thereof.

4. Miscellaneous. This Termination Agreement may be executed in one or more counterparts (including by means of electronic transmission in portable document format (pdf) or comparable electronic transmission), each of which shall be deemed an original and all of which together shall constitute one and the same agreement, binding on all of the parties hereto, notwithstanding that all the parties are not signatories to the original or the same counterpart. This Termination Agreement shall be binding on the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Termination Agreement as of the date first above written but effective as of March 11, 2014.

MIDWEST CITY:

CITY OF MIDWEST CITY, OKLAHOMA

ATTEST: CITY OF MIDWEST CITY

CITY CLERK

By: _____
Name:
Title:

APPROVED AS TO FORM AND LEGALITY this by City of Midwest City this ____ day of _____ 2017.

City Attorney

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On the _____ day of _____ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My Commission Expires:

AUTHORITY:

**MIDWEST CITY MUNICIPAL AUTHORITY,
a public trust**

ATTEST: CITY OF MIDWEST CITY

CITY CLERK

By: _____
Name:
Title:

APPROVED AS TO FORM AND LEGALITY this by City of Midwest City this ____ day of _____ 2017.

City Attorney

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On the _____ day of _____ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My Commission Expires:

YES:

YES COMPANIES EXP, LLC

By: _____

Name:

Title: Authorized Person

ACKNOWLEDGED AND AGREED TO BY:

YES COMPANIES EXP KEY, LLC

By: _____

Name:

Title: Authorized Person

STATE OF COLORADO)
) ss..
COUNTY OF DENVER)

On the _____ day of _____ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My Commission Expires:

STATE OF COLORADO)
) ss..
COUNTY OF DENVER)

On the _____ day of _____ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Choctaw, County of Oklahoma, State of Oklahoma, described as follows:

Parcel I:

A tract of land lying in the Southeast Quarter (SE/4) of Section Ten (10), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, and further described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE/4);

Thence South 89°53'57" West along the South line of said Southeast Quarter (SE/4) for a distance of 1092.00 feet to the Point of Beginning;

Thence South 89°53'57" West along said South line for a distance of 1282.49 feet;

Thence North 00°11'10" West for a distance of 400.00 feet;

Thence South 89°53'57" West for a distance of 175.00 feet;

Thence North 00°11'10" West for a distance of 917.00 feet;

Thence North 89°53'57" East for a distance of 1549.77 feet;

Thence North 00°10'26" West for a distance of 1071.00 feet;

Thence North 89°53'57" East for a distance of 400 feet;

Thence South 00°10'26" East for a distance of 1488.00 feet;

Thence South 89°53'57" West for a distance of 492.00 feet;

Thence South 00°10'26" East for a distance of 900.00 feet to the Point of Beginning.

Parcel II:

Together with the Easement rights created by Easement for private sewer line, filed June 1, 1995 and recorded in Book 6749, Page 1075, records of Oklahoma County, Oklahoma, over the tract of land described as follows:

A tract of land lying in the Southeast Quarter (SE/4) of Section Ten (10), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, and more particularly described as follows:

Beginning at a point, said point being located 1092 feet West and 300 feet North from the Southeast corner of the Southeast Quarter (SE/4) of Section 10;

Thence North and parallel to the East boundary of the said Southeast Quarter (SE/4) for a distance of 600 feet;

Thence East and parallel to the South boundary of said Southeast Quarter (SE/4) for a distance of 120 feet;

Thence South and parallel to the East boundary of said Southeast Quarter (SE/4) for a distance of 600 feet;

Thence West and parallel to the South boundary of said Southeast Quarter (SE/4) for a distance of 120 feet to the Point of Beginning.



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

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

Billy Harless, Community Development Director

TO : Honorable Mayor and City Council

FROM : Billy Harless, Director

DATE : May 9, 2017

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

Staff will provide information concerning the latest status of Heritage Park Mall, 6801 East Reno. These status reports will be given on a quarterly basis and may include reports from Community Development, Fire Department, Neighborhood Services and/or the EDC Director. Mr. Amhad Bahreni, the land owner of Heritage Park Mall, will be notified and encouraged to attend and participate during the discussion.

Action is at the discretion of Council.

Billy Harless, AICP
Community Development Director

BH:lkb



City Manager
100 N. Midwest Blvd.
Midwest City, OK 73110
ghenson@midwestcityok.org
Office: 405-739-1207 / Fax: 405-739-1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Chairman and Commissioners

FROM: J. Guy Henson, City Manager

DATE: May 9, 2017

SUBJECT: Discussion of the refinancing of the Town Center Redevelopment Project.

Bob Stearns of Sooner Investment, LLC, will be present to share information regarding the need for refinancing and alternatives approaches.

J. Guy Henson, AICP
City Manager



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





City Manager
100 N. Midwest Blvd.
Midwest City, OK 73110
ghenson@midwestcityok.org
Office: 405-739-1207 / Fax: 405-739-1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Council

FROM: J. Guy Henson, City Manager

DATE: May 9, 2017

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

Appropriate information will be provided in executive session.

J. Guy Henson, AICP
City Manager



City Manager
100 N. Midwest Blvd.
Midwest City, OK 73110
ghenson@midwestcityok.org
Office: 405-739-1207 / Fax: 405-739-1208
www.midwestcityok.org

MEMORANDUM

TO: Honorable Mayor and Councilmembers

FROM: J. Guy Henson, City Manager

DATE: May 09, 2017

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

Appropriate information will be provided in executive session.

J. Guy Henson, City Manager



FURTHER INFORMATION





**Assistant City Attorney
Municipal Court**

100 N. Midwest Boulevard
Midwest City, OK 73110
Office: 405-739-1284
makarns@midwestcityok.org
www.midwestcityok.org

To: Honorable Mayor and Council

From: Mary Ann Karns, Assistant City Attorney/City Prosecutor

Date: May 9, 2017

Subject: Discussion and Consideration of an Ordinance amending Section 25-40 of the Municipal Code, increasing the Technology Fee to \$45.00 from \$40.00, and providing for effective date, severability and repealer.

One of the fees paid by a defendant in Municipal Court is the Technology Fee. The mayor and council first enacted this fee in October of 1999; it has been amended twice, the most recent amendment in 2012. It is currently \$40.00.

The purpose of the Technology Fee is to establish “a technology fund for the express and sole purpose of funding technological maintenance and improvements for the city. “

Last fiscal year, the fee generated \$313,213 in income. The technology fund costs for the city were \$434,687. For this fiscal year, the fee is projected to generate \$276,275 with projected costs of \$592,356. Increasing the fee to \$45.00 will increase the revenue by approximately \$35,000.

Attached you will find the proposed amended ordinance.

Staff recommends approval.

Mary Ann Karns
Assistant City Attorney/City Prosecutor

ORDINANCE NO.

An Ordinance Amending Chapter 25, Municipal Court, Article II, General Provisions, Section 25-40, Technology Fee; Providing for Effective Date, Providing for Severability and Providing for Repealer Chapter 25, Article 1

WHEREAS, the City of Midwest City has previously enacted a technology fee to be assessed in addition to Court Costs to provide for the technology needs of the City; and

WHEREAS, the amount needed for maintain the technology exceeds the revenues generated by this fee; and

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

Section 1. Section 25-40 of Chapter 25, Article II of the Midwest City Municipal Code is hereby amended to read as follows:

There is hereby established a technology fund for the express and sole purpose of funding technological maintenance and improvements for the city. There shall be a ~~forty dollar (\$40.00)~~ forty-five dollar (\$45) fee assessed in addition to any other costs or fees assessed on every citation disposed of in the municipal court except those that are voided, declined for prosecution or on which the defendant is acquitted. The revenues generated by this fee shall be deposited in a nontransferable interest bearing account. Expenditures may be made from this account only for technological maintenance and improvements for the city.

Section 2. Effective Date. This ordinance shall take effect thirty days after publication.

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

Section 4. Repealer. Any section, subsection or portion thereof in conflict with this ordinance is hereby repealed.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk

Approved as to form and legality:

PHILIP ANDERSON, City Attorney

ORDINANCE NO.

An Ordinance Amending Chapter 25, Municipal Court, Article II, General Provisions, Section 25-40, Technology Fee; Providing for Effective Date, Providing for Severability and Providing for Repealer Chapter 25, Article 1

WHEREAS, the City of Midwest City has previously enacted a technology fee to be assessed in addition to Court Costs to provide for the technology needs of the City; and

WHEREAS, the amount needed for maintain the technology exceeds the revenues generated by this fee; and

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

Section 1. Section 25-40 of Chapter 25, Article II of the Midwest City Municipal Code is hereby amended to read as follows:

There is hereby established a technology fund for the express and sole purpose of funding technological maintenance and improvements for the city. There shall be a forty-five dollar (\$45) fee assessed in addition to any other costs or fees assessed on every citation disposed of in the municipal court except those that are voided, declined for prosecution or on which the defendant is acquitted. The revenues generated by this fee shall be deposited in a nontransferable interest bearing account. Expenditures may be made from this account only for technological maintenance and improvements for the city.

Section 2. Effective Date. This ordinance shall take effect thirty days after publication.

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

Section 4. Repealer. Any section, subsection or portion thereof in conflict with this ordinance is hereby repealed.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

ATTEST:

MATTHEW D. DUKES II, Mayor

SARA HANCOCK, City Clerk

Approved as to form and legality:

PHILIP ANDERSON, City Attorney



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

Memo

To: Honorable Mayor and Council

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

Date: May 9, 2017

Subject: Discussion and consideration of passing and approving an ordinance amending the Midwest City Municipal Code, Chapter 18, Garbage and Refuse, by amending Article II, Municipal Collection and Disposal Service, Section 18-25, Container Required; Duty to Use; Section 18-26 (c), Sanitation Containers at Commercial Establishments; Section 18-27(a), Residential Service Fees; Section 18-28, Business and Commercial Service Fees; Setting an effective Date; and providing for repealer and severability (This item is under further information on the May 9, 2017 agenda).

The proposed ordinance establishes new sanitation rates for residential, commercial, apartments, and mobile home park accounts due to an increased cost of tipping fees and recycling which reflects the Consumer Price Index (CPI) and was passed on to the City, as allowed in the contract, by Republic Services (Southeast Landfill). This increase is based on a 2.50% CPI increase.

Staff recommends approval.

R. Paul Streets
Assistant Public Works Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MIDWEST CITY MUNICIPAL CODE, CHAPTER 18, GARBAGE AND REFUSE, BY AMENDING ARTICLE II, MUNICIPAL COLLECTION AND DISPOSAL SERVICE, SECTION 18-25(b), CONTAINER REQUIRED, DUTY TO USE; SECTION 18-26(c) SANITATION CONTAINERS AT COMMERCIAL ESTABLISHMENTS; SECTION 18-27(a), RESIDENTIAL SERVICE FEES; SPECIAL PROVISIONS FOR MOBILE HOME PARKS; SECTION 18-28, BUSINESS AND COMMERCIAL SERVICE FEES; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

ORDINANCE

SECTION 1. The Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-25(b), Container required; duty to use, is hereby amended to reads as follows:

(b) The city shall provide one (1) cart for each residence for garbage and refuse, and one (1) cart for each residence for materials that are to be recycled. Residents are allowed to have additional refuse carts per residence from the city. These carts will be emptied on a weekly basis when the primary cart is emptied with the monthly cost to the resident of the additional carts being five dollars and fifty cents (\$5.50) for each additional cart. Residential recycling carts will be emptied bi-weekly.

The resident may place normal household garbage and refuse, as defined in section 18-1 of this Code, in the refuse cart(s) for collection. Residents may place materials they wish to be recycled in the recycling cart. The resident shall be responsible for the safekeeping of the carts until such time as an inspection is made by the city and service is terminated. Should any person change residences, the person shall promptly notify the city. If any cart is lost or stolen, the resident shall promptly notify the police department of the loss or theft of the cart and obtain a case number. Lost or stolen carts will not be replaced without a case number from the police department. The city will empty the carts so long as the carts contain no more than two hundred (200) pounds of garbage and refuse in each cart during any given pickup. If a cart is damaged beyond normal wear and tear, including fire damage from improper disposal of fire ashes, the cost of replacement shall be charged to the resident at the current replacement cost of the cart. All carts shall remain the property of the city even though the resident may have paid for a replacement cart. All carts are to remain at the residence to which they are assigned. It shall be unlawful and an offense for a person to be in possession of a cart without the permission of the resident to which it is assigned. It is the responsibility of the resident to keep the cart clean. At the request of the resident, carts can be cleaned by the city. Such cleaning shall be performed for a ~~five~~ **twenty** dollars (~~\$5.00~~ **\$20.00**) charge which shall be paid by the resident.

SECTION 2. The Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-26(c), Sanitation Containers at commercial establishments, is hereby amended to read as follows:

(c) All containers at business establishments shall be placed in a location approved by the environmental services director and easily accessible for collection under regulations issued by the city. Should the collector be unable to empty a commercial container because it contains inappropriate items or because access is blocked or prohibited, no unscheduled return trip will be made unless the special pickup fee is paid by the owner, manager or agent of the commercial business. Commercial account drivers are not allowed to exit the vehicle to open enclosure gates. Gates must be opened by 5:00 am on the day of collection. If the driver must return to a business because a gate is not opened, the return trip fee of ~~\$25.00~~ **fifty dollars (\$50.00)** will be applied to the account.

SECTION 3. The Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-27(a), Residential service fees; special provisions for mobile home parks, is hereby amended to reads as follows:

(a) Residential service shall consist of the removal of garbage and household refuse which has been placed in either 65-gallon or 95-gallon carts, which size shall be the choice of the resident, in accordance with section 18-25 of this Code. This service is deemed to be necessary

to protect the health, safety and welfare of the citizens of the city, and the fees for such service are deemed necessary to pay for the removal of such garbage and household refuse to protect the health of the occupant, owner, tenant or lessee and others in the near vicinity by such removal. The fees for this service shall be as follows:

1. Single-family residences, duplexes, single-family garage apartments, and apartment complexes of three units or less: ~~Fourteen dollars and ten cents (\$14.10)~~ **Fourteen dollars and forty-five cents (\$14.45)** per month for a 95-gallon refuse container or ~~eleven dollars and eighty cents (\$11.80)~~ **twelve dollars and nine cents (\$12.09)** per month for a 65-gallon refuse container.
2. Apartments complexes in excess of three units: eleven dollars and ~~thirteen cents~~ **forty-one cents (\$11.41)** per month per apartment, whether vacant or occupied. For more than two (2) pickups per week, four dollars and twenty-five cents (\$4.25) additional, per apartment per pickup. Dumpsters shall be furnished for apartment complexes on the basis of a one-yard dumpster for each five (5) apartments. Any containers placed at any apartment complex in excess of three apartments that exceeds the calculated number of containers, as outlined above, will be charged at the regular commercial rate in section 18-28 of this Code for the emptying of those additional containers. Apartment complexes in excess of three apartments that utilize a commercial compactor for disposal of their garbage and refuse will be charged as indicated in section 18-22 of this Code.
3. Mobile home parks: Fourteen dollars and ~~ten cents~~ **forty-five cents (\$14.45)** per month per mobile home space, based on the highest number of spaces that are occupied during the month.
- ~~3. Mobile home parks: Fourteen dollars and nine cents (\$14.09) per month per mobile home space, based on the highest number of spaces that are occupied during the month.~~

SECTION 4. The Midwest City Municipal Code, Chapter 18, Garbage and Refuse, Article II, Municipal Collection and Disposal Service, Section 18-28, Business and commercial services fees, is hereby amended to reads as follows:

(a) The minimum charge for commercial sanitation dumpster services per month shall be **at the shared rate of a 4 yard dumpster serviced twice per month** ~~forty-one dollars and sixty-two cents (\$41.62)~~ per business, unless the Director has allowed the business to be serviced by a residential cart in which case the minimum charge per month shall be ~~twenty-seven dollars and eighty-three cents (\$27.83)~~ **twenty-eight dollars and fifty-three cents (\$28.53)** without bi-weekly recycling or ~~thirty dollars and seventy-seven cents (\$30.77)~~ **thirty-one dollars and fifty-four cents (\$31.54)** with bi-weekly recycling. Sharing of dumpsters by businesses will be allowed on a case by case basis, based on space limitation, fire lane location, etc. These must be approved by the Director and will be assessed the “shared fee” listed below regardless of how many businesses share the same dumpster.

(b) Where the city furnishes a four-, six-, or eight-yard dumpster, or a “roll-out” container such as a cart, the following fee schedule shall be charged per month:

Container/Service	Fee	Shared
Cart		
1-Pickup per Week per cart	\$27.83 28.53	Not allowed
1-Pickup per Week w/ Bi-weekly Recycling	\$30.77 31.54	
4 - Yard Box		
1-Pickup per Week	\$ 76.92 78.84	\$ 38.46 39.42
2-Pickups per Week	\$117.40 120.34	\$ 58.70 60.17
3-Pickups per Week	\$160.92 164.95	\$ 79.96 82.47
4-Pickups per Week	\$204.44 209.56	\$102.22 104.78
5-Pickups per Week	\$246.95 253.13	\$123.48 126.56
6-Pickups per Week	\$296.55 303.96	\$148.27 151.98
1-Pickup per Month	\$ 51.62	\$ 25.81

2-Pickups per Month \$ ~~57.18~~ **58.61** \$ ~~28.59~~ **29.31**

6 – Yard Box

1-Pickup per Week \$ ~~95.14~~ **97.52** \$ ~~47.57~~ **48.76**
 2-Pickups per Week \$ ~~147.77~~ **151.46** \$ ~~73.88~~ **75.73**
 3-Pickups per Week \$ ~~198.37~~ **203.33** \$ ~~99.19~~ **101.67**
 4-Pickups per Week \$ ~~248.98~~ **255.20** \$ ~~124.49~~ **127.60**
 5-Pickups per Week \$ ~~301.61~~ **309.15** \$ ~~150.80~~ **154.57**
 6-Pickups per Week \$ ~~362.33~~ **371.39** \$ ~~181.17~~ **185.70**
 1-Pickup per Month \$ ~~64.27~~ **66.13**
 2-Pickups per Month \$ ~~70.85~~ **72.62** \$ ~~35.42~~ **36.31**

8 – Yard Boxes

1-Pickup per Week \$ ~~114.87~~ **117.75** \$ ~~57.454~~ **58.87**
 2-Pickups per Week \$ ~~177.12~~ **181.55** \$ ~~88.56~~ **90.77**
 3-Pickups per Week \$ ~~247.96~~ **254.16** \$ ~~123.98~~ **127.08**
 4-Pickups per Week \$ ~~308.69~~ **316.41** \$ ~~154.35~~ **158.20**
 5-Pickups per Week \$ ~~369.42~~ **378.65** \$ ~~184.714~~ **189.33**
 6-Pickups per Week \$ ~~440.26~~ **451.27** \$ ~~220.13~~ **225.64**
 1-Pickup per Month \$ ~~80.97~~ **83.37** \$ ~~40.48~~ **41.68**
 2-Pickups per Month \$ ~~91.09~~ **93.37** \$ ~~45.54~~ **46.68**

(c) Where additional (special) pickups are requested, a minimum fee of fifty dollars (\$50.00) will be charged per emptied dumpster. The Director shall base additional charges on time required to perform the additional (special pickup) and on the basis of manpower and equipment available.

(d) Commercial accounts that utilize a solid waste compactor serviced by the city front loader vehicles will be charged based on the listed compaction rate for that compactor times the service frequency and size of container.

SECTION 5. REPEALER. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. SEVERABILITY. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of the ordinance.

PASSED AND APPROVED by the Mayor and Council of the City of Midwest City, Oklahoma, 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 ANDERSON, City Attorney



7540 SW 59th Street, Oklahoma City, OK 73179
o 405-319-9945 republicservices.com

February 6, 2017

Mr. Paul Streets
City of Midwest City
100 N Midwest Blvd
Midwest City, Oklahoma 73110

Dear Mr. Streets,

On behalf of the Oklahoma City Landfill, LLC., I would like to thank you for the opportunity of disposing solid waste at our landfill. We take pride in the quality of service that our landfill offers to our valued customers. Our objective is to provide excellent landfill services to meet or exceed our customer's expectations. We want to accommodate our customer's every need for now and in the future.

With reference to our agreement for "Solid Waste Disposal at Oklahoma City Landfill, LLC." effective February 1, 2017, our solid waste disposal rate will increase by 1.99%. This increase is per our contract with Midwest City on rate adjustments to be increased or decreased by the CPI-W. We have calculated the increase as per the specifications included in our contract and all documentation is attached for your review.

We appreciate your business for now and in the future. I am looking forward to a continued business relationship with the City of Midwest City. If you should have any questions or comments, please feel free to contact me at (405) 317-9945.

Sincerely,

A handwritten signature in black ink, appearing to read "Crystal Griffis".

Crystal Griffis
Republic Services of Oklahoma City
Oklahoma City Landfill, LLC.

Consumer Price Index - Urban Wage Earners and Clerical Workers

Series Id: CWUR0000SA0
 Not Seasonally Adjusted
 Area: U.S. city average
 Item: All items
 Base Period: 1982-84=100

Download: [XLS](#) [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2006	194.0	194.2	195.3	197.2	198.2	198.6	199.2	199.6	198.4	197.0	196.8	197.2	196.3	198.0
2007	197.559	198.544	200.612	202.130	203.661	203.906	203.700	203.199	203.889	204.338	205.891	205.777	201.069	204.466
2008	206.744	207.254	209.147	210.698	212.788	215.223	216.304	215.247	214.935	212.182	207.296	204.813	210.309	211.796
2009	205.700	206.708	207.218	207.925	208.774	210.972	210.526	211.156	211.322	211.549	212.003	211.703	207.883	211.377
2010	212.568	212.544	213.525	213.958	214.124	213.839	213.898	214.205	214.306	214.623	214.750	215.262	213.426	214.507
2011	216.400	217.535	220.024	221.743	222.954	222.522	222.686	223.326	223.688	223.043	222.813	222.166	220.196	222.954
2012	223.216	224.317	226.304	227.012	226.600	226.036	225.568	227.056	228.184	227.974	226.595	225.889	225.581	226.878
2013	226.520	228.677	229.323	228.949	229.399	230.002	230.084	230.359	230.537	229.735	229.133	229.174	228.812	229.837
2014	230.040	230.871	232.560	233.443	234.216	234.702	234.525	234.030	234.170	233.229	231.551	229.909	232.639	232.902
2015	228.294	229.421	231.055	231.520	232.908	233.804	233.806	233.366	232.661	232.373	231.721	230.791	231.167	232.453
2016	231.061	230.972	232.209	233.438	234.436	235.289	234.771	234.904	235.495	235.732	235.215	235.390	232.901(R)	235.251

R : Revised



7540 SW 59th Street, Oklahoma City, OK 73179
o 405-317-9945 republicservices.com

April 16, 2017

Mr. Paul Streets
City of Midwest City
100 N Midwest Blvd
Midwest City, Oklahoma 73110

Dear Mr. Streets:

On behalf of Republic Services I would like to thank you for the opportunity of managing the City of Midwest City's recycling needs. We take pride in the quality of service that we offer to our valued customers. Our objective is to provide you with the kind of service that has made us a premier provider of solid waste services.

With reference to our contract for recycling services, effective July 1st, the rates are to be increased to reflect changes in the cost of operations as indicated by fluctuations in the Consumer Price Index for March. Effective July 1, 2017, the new service rates will increase 2.38%.

We appreciate your business and if you have any questions please feel free to contact me at (405) 317-9945.

Sincerely,

Crystal Griffis

Crystal Griffis
Municipal Services Manager

Download: [K](#) [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2007	202.416	203.499	205.352	206.686	207.949	208.352	208.299	207.917	208.490	208.936	210.177	210.036	205.709	208.976
2008	211.080	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	214.429	216.177
2009	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949	213.139	215.935
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	217.535	218.576
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	223.598	226.280
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	228.850	230.338
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.384	237.088
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	236.265	237.769
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	238.778	241.237
2017	242.839	243.603	243.801											



7540 SW 59th Street, Oklahoma City, OK
73179
o 405-319-9945 republicservices.com

March 27, 2017

Mr. Paul Streets
City of Midwest City
100 N Midwest Blvd
Midwest City, Oklahoma 73110

Dear Mr. Streets,

Per our conversation based on adjusting for any major increase or decrease for your PI month of January; the PI increased to 2.5% instead of the 1.99% estimated.

I have attached the chart and calculations. We can make this effective as of March 1, 2017.

We appreciate your business for now and in the future. I am looking forward to a continued business relationship with the City of Midwest City. If you should have any questions or comments, please feel free to contact me at (405) 317-9945.

Sincerely,

A handwritten signature in red ink that reads "Crystal Griffis".

Crystal Griffis
Republic Services of Oklahoma City
Oklahoma City Landfill, LLC.

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2007	197.559	198.544	200.612	202.130	203.661	203.906	203.700	203.199	203.889	204.338	205.891	205.777	201.069	204.466
2008	206.744	207.254	209.147	210.698	212.788	215.223	216.304	215.247	214.935	212.182	207.296	204.813	210.309	211.796
2009	205.700	206.708	207.218	207.925	208.774	210.972	210.526	211.156	211.322	211.549	212.003	211.703	207.883	211.377
2010	212.568	212.544	213.525	213.958	214.124	213.839	213.898	214.205	214.306	214.623	214.750	215.262	213.426	214.507
2011	216.400	217.535	220.024	221.743	222.954	222.522	222.686	223.326	223.688	223.043	222.813	222.166	220.196	222.954
2012	223.216	224.317	226.304	227.012	226.600	226.036	225.568	227.056	228.184	227.974	226.595	225.889	225.581	226.878
2013	226.520	228.677	229.323	228.949	229.399	230.002	230.084	230.359	230.537	229.735	229.133	229.174	228.812	229.837
2014	230.040	230.871	232.560	233.443	234.216	234.702	234.525	234.030	234.170	233.229	231.551	229.909	232.639	232.902
2015	228.294	229.421	231.055	231.520	232.908	233.804	233.806	233.366	232.661	232.373	231.721	230.791	231.167	232.453
2016	231.061	230.972	232.209	233.438	234.436	235.289	234.771	234.904	235.495	235.732	235.215	235.390	232.901	235.251
2017	236.854	237.477												



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

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Brandon Clabes, Chief of Police

DATE: May 9, 2017

SUBJECT: Discussion and consideration of ordinance amending Chapter 24, Motor Vehicles and Traffic of the City of Midwest City code, Article II, Administration and Enforcement, Division 2, Vehicle Impoundment, Section 24-47(b), Duration, Release, Impoundment Fee; Providing for repealer and severability and establishing an effective date.

The current Midwest City Ordinance 24-47 was amended in 2006 to recoup the cost associated with the impound process of a vehicle under MCO 24-44 which continues to increase dramatically and plague law enforcement agencies nationwide. It is estimated that a commissioned officer will average one hour work time or more for a standard impound and this does not include the additional administrative staff necessary to handle the vehicle release, none of which is the responsibility of anyone other than the owner/operator of the vehicle in question.

In order to reduce the amount of financial burden to the city related to vehicle impounds and releases, a police impound fee was created, to authorize the collection of this fee to the police department as a cost prior to release of the vehicle from impound and to create a special fund for deposit of this fee to enhance the police department by offsetting expenditures related to special traffic overtime expenses such as DUI, Traffic Safety Inspections and Seat Belt violations was created. Enumerated charges that shall be subject to the impound fee are; driving under suspension, driving under the influence of alcohol and or drugs and reckless driving.

It is recommended to change Section 24-47 (b) by eliminating the language that the fee be used for strictly traffic safety and to substitute that language for any and all law enforcement related expenses. This amendment will assist in a more effective and efficient use of the impound fee.

Staff recommends approval.

Brandon Clabes
Chief of Police

Attachment: Proposed Ordinance

Ordinance No. _____

AN ORDINANCE AMENDING CHAPTER 24, MOTOR VEHICLES & TRAFFIC OF THE CITY OF MIDWEST CITY CODE, ARTICLE II, ADMINISTRATION AND ENFORCEMENT, DIVISION 2 VEHICLE IMPOUNDMENT, SECTION 24-47 (b), DURATION, RELEASE, IMPOUNDMENT FEE; PROVIDING FOR REPEALER AND SEVREABILITY AND ESTABISHING AN EFFECTIVE DATE.

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

ORDINANCE

Section 1. That Chapter 24, Motor Vehicles and Traffic, of the Midwest City Code, Article II, Administration and Enforcement is hereby amended by amending Section 24-47(b), Duration; release; impoundment fee as follows:

(b) There is hereby created within the police fund, a special account into which all impound fees shall be deposited from which expenditures may be used for ~~enforcement of traffic safety.~~ any and all law enforcement related expenses.

Section 2. Severability. If any section, sentence, clause or portion of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions o of the ordinance.

Section 3. Repealer. Any section, subsection or portion thereof in conflict with this ordinance is hereby repealed.

Section 4. Effective Date. This ordinance shall be effective thirty (30) days after passage.

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

THE CITY OF MIDWEST CITY, OKLAHOMA

MATTHEW D. DUKES II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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

PHILIP W. ANDERSON, City Attorney



MUNICIPAL AUTHORITY
AGENDA



MIDWEST CITY MUNICIPAL AUTHORITY AGENDA

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

May 09, 2017 - 7:01 PM

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

A. CALL TO ORDER.

B. CONSENT AGENDA. These items are placed on the Consent Agenda so that trustees of the Midwest City Municipal Authority, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all trustees, or members of the audience wish to discuss an item with the trustees, that item will be removed and heard in regular order.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of April 25, 2017, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of entering into a Memorandum of Understanding to study establishing a partnership to perform commercial solid waste management services at Tinker Air Force Base. (City Manager - T. Lyon)
3. Discussion and consideration of approving and entering into an agreement in the amount of \$10,000 with Dr. Irvin L. Wagner, Professor of Music at University of Oklahoma, for a 50-piece concert band to provide the headliner entertainment in Regional Park as part of the 2017 Tribute to Liberty 4th of July celebration. (Parks and Recreation - F. Gilles)
4. Discussion and consideration of approving and entering into an agreement in the amount of \$6,000 with Ryan Audio Services, LLC to provide a sound system and sound system services associated with entertainment in Regional Park as part of the 2017 Tribute to Liberty 4th of July celebration. (Parks and Recreation - F. Gilles)
5. Discussion and consideration of approving and entering into an agreement with Western Enterprises, Inc. in the amount of \$24,000 to provide a fireworks production for the 4th of July celebration (Tribute to Liberty) at Joe B. Barnes Regional Park on July 4, 2017. (Parks and Recreation - F. Gilles)

C. DISCUSSION ITEM.

1. Discussion and consideration of approving the Termination of the Sewer and Water Agreement with the Yes Companies EXP, LLC for the water and sewer service provided to the Timberland Mobile Home Park property east of the corporate limits of the City of Midwest City. (Community Development - P. Menefee)

D. NEW BUSINESS/PUBLIC DISCUSSION.

E. ADJOURNMENT.



CONSENT AGENDA



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

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

April 25, 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, Pat Byrne, Rick Dawkins, Christine Allen and Jeff Moore; and Secretary Sara Hancock. Absent: Susan Eads and Sean Reed.

Chairman Dukes called the meeting to order at 7:00 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for April 25, 2017. The Trustees did not have questions for clarification or discussion on the individual agenda items.

Chairman Dukes closed the meeting at 7:01 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

April 25, 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, Pat Byrne, Rick Dawkins, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Susan Eads and Sean Reed. Chairman Dukes called the meeting to order at 8:27 p.m.

Consent Agenda. Motion was made by Dawkins, seconded by Allen, to approve the Consent Agenda, as submitted, except for item 5.

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of April 11, 2017, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: Sewer Construction Fund, expenses/Transfers Out (46) \$99,677. Capital Improvements Revenue Bond Fund, revenue/Transfers In (00) \$99,677. Hotel/Conference Center Fund, revenue/Transfers In (40) \$740,000.
3. Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending March 31, 2017.
4. Discussion and consideration of approving the Reverter and Quitclaim Deed with the Yes Companies EXP, LLC for the property deeded to the City, east of the corporate limits of the City of Midwest City for the future site of a proposed elevated water tower.
5. **Discussion and consideration of approving the Termination of the Sewer and Water Agreement with the Yes Companies EXP, LLC for the water and sewer service provided to the Timberland Mobile Home Park property east of the corporate limits of the City of Midwest City.** Motion was made by Dawkins, seconded by Byrne, to continue this item to the May 9, 2017 meeting. Voting aye: Byrne, Dawkins, Allen, Moore, and Chairman Dukes. Nay: none. Absent: Eads and Reed. Motion carried.
6. Discussion and consideration of approving the Termination of Easement Grant for Sanitary Sewer with the Yes Companies EXP, LLC for the existing utility easement located on the Timberland Mobile Home Park property east of the corporate limits of the City of Midwest City.

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

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

Adjournment. Chairman Dukes adjourned the meeting at 8:28 p.m.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



Assistant City Manager

100 N. Midwest Boulevard

Midwest City, OK 73110

office 405.739.1201

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Tim Lyon, Assistant City Manager

DATE: May 9, 2017

Discussion and consideration of entering into a Memorandum of Understanding to study establishing a partnership to perform commercial solid waste management services at Tinker Air Force Base.

Attached is a copy of a Memorandum of Understanding between Tinker Air Force Base and the Midwest City Municipal Authority to study creating a partnership whereby city personnel collects commercial refuse at Tinker Air Force Base. The purpose of the Memorandum of Understanding is to allow Tinker Air Force Base to submit a partnership initiative to the United States Air Force, which if approved, will enhance Air Force mission effectiveness through efficiencies and economies of scale. Additionally, this project would be mutually beneficial as well for the Midwest City Municipal Authority by creating economies of scale through deferring direct overhead administrative expenses currently incurred.

The Air Force Community Partnership Program is a framework through which installation and community leaders can develop creative ways to leverage their capabilities and resources to focus on achieving reduced costs by finding shared value. The attached Memorandum of Understanding is an excellent example of merging resources, saving capability and reducing costs.

Staff recommends approval.

If you have any questions about this program, please feel free to contact me at 739-1201.

Tim L. Lyon

Tim Lyon, Assistant City Manager

Attachment (1)

**MEMORANDUM OF UNDERSTANDING BETWEEN
MIDWEST CITY, OKLAHOMA
AND
THE 72D AIR BASE WING**

This is a Memorandum of Understanding (MOU) between Midwest City, Oklahoma and the 72d Air Base Wing. When referred to collectively, Midwest City and the 72d Air Base Wing are referred to as the "Parties".

1. **BACKGROUND:** Under Federal Statutes, United States military installations are encouraged to evaluate the possibility of inter-governmental public/private partnerships to reduce costs and share, where appropriate, positive business relationships. Current P4 statute (10 USC 2679) encourages agreements with the local community if an arrangement can be made that benefits both the Air Force and the community as a way to save limited funding for other priorities. Over the past 24 months, the parties have actively been evaluating the possibility of Midwest City taking over responsibility for the installation refuse contract. Information has been shared and there have been a number of meetings between the parties.

3. **PURPOSE:** The purpose of this agreement is to formally engage in the transparent exchange of information to determine whether Midwest City's taking over the installation's refuse services is a good business decision for the parties. Time is of the essence and it is the hope of the parties to exchange all needed information for the creation and evaluation of the business case analysis on or before 31 Dec 2017.

4. UNDERSTANDINGS OF THE PARTIES:

4.1. Midwest City

4.1.1. Will provide to the best of their ability a business case analysis that can be used by the 72d Air Base Wing's use to garner support from the required organizations in the Air Force chain of Command.

4.2. The 72d Air Base Wing

4.2.1. Will provide to the best of their ability, and in a timely fashion, all publically releasable information needed by Midwest City to properly evaluate the business case analysis.

4.3. Both parties recognize the need to help advocate legislative efforts under 10 USC 2679 to extend the public-private partnerships from its current 5 year limitation to at least 10 years to allow partnerships the opportunity for the recapitalization of critical equipment during the agreement

5. **PERSONNEL:** While fulfilling the spirit and intent of this Agreement, each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following points of contact will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. For Midwest City

6.1.1.1 Primary: J. Guy Henson

6.1.1.2. Alternate: Tim Lyon

6.1.2. For the 72d Air Base Wing and Installation

6.1.2.1. Primary: 72 ABW/CC

6.1.2.2. Alternate: 72 ABW/CV

6.2. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Parties.

6.3. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.4. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

6.5. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing at will by either Party.

6.6. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

6.9. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE: This MOU expires on 1 Jan 2018 unless extended.

APPROVED:

FOR MIDWEST CITY

FOR THE 72D AIR BASE WING

Date: _____

Date: _____



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

Memorandum

TO: Honorable Chairman and Trustees, Midwest City Municipal Authority

FROM: Vaughn Sullivan, Public Works Director

DATE: May 9, 2017

SUBJECT: Discussion and consideration of approving and entering into an agreement in the amount of \$10,000 with Dr. Irvin L. Wagner, Professor of Music at University of Oklahoma, for a 50-piece concert band to provide the headliner entertainment in Regional Park as part of the 2017 Tribute to Liberty 4th of July celebration.

The Tribute to Liberty event will be similar to last year, with live music and an evening finale of fireworks choreographed to patriotic music. Staff has successfully negotiated an agreement again this year with Dr. Irvin L. Wagner, David Ross Boyd and Regents Professor of Music at University of Oklahoma, in the amount of \$10,000 for a 50-piece concert band to provide the evening's headliner entertainment. Last year was Dr. Wagner's fourth year to perform at the Tribute to Liberty event and his band's performance received great reviews from attendees of all ages.

Staff recommends approval.

Vaughn Sullivan
Public Works Director

Attachment: Dr. Irv Wagner Agreement



The City of
MIDWEST CITY
Parks & Recreation Department
Vaughn Sullivan, Public Works Director

Tribute to Liberty Musical Entertainment Services Agreement

The Midwest City Municipal Authority (the “MCMA”) would like to provide musical entertainment during the 2017 Tribute to Liberty where members of Dr. Irv Wagner’s Concert Band (the “Band”) will play a patriotically themed concert in a designated area of Joe B. Barnes Regional Park on Tuesday, July 4, 2017 from 8:30 p.m. until 9:45 p.m. The MCMA and the Band each agree to be responsible for the following tasks ensuring successful event execution:

The MCMA will:

1. Provide the location; and
2. Provide assistance with local publicity and public relations; and
3. Provide staging, sound and lighting; and
4. Provide electricity; and
5. Provide designated parking areas for Band members; and
6. Provide a tented area for Band members and equipment; and
7. Provide port-a-potties near tent area; and
8. Provide assistance in resolving other support issues that might arise; and
9. Provide compensation of \$10,000 to the Band.

The Band will:

1. Provide a concert band; and
2. Provide all musical instruments, chairs, music stands and stand lighting; and
3. Play patriotically themed music from 8:30 p.m. until 9:45 p.m. on July 4, 2017; and
4. Clean the area used when the event ends; and
5. Address and/or resolve other situations that might arise.

Matthew D. Dukes II, Chairman Date
MCMA

Dr. Irv Wagner Date
Dr. Irv Wagner’s Concert Band

Attest:

Secretary

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

City Attorney

100 North Midwest Boulevard, Midwest City, Oklahoma 73110
(405) 732-2281 - FAX (405) 739-1208 – TDD/TDY
for ADA assistants please call 739-1202 or 739-1388
An Equal Opportunity Employer



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

Memorandum

TO: Honorable Chairman and Trustees, Midwest City Municipal Authority

FROM: Vaughn Sullivan, Public Works Director

DATE: May 9, 2017

SUBJECT: Discussion and consideration of approving and entering into an agreement in the amount of \$6,000 with Ryan Audio Services, LLC to provide a sound system and sound system services associated with entertainment in Regional Park as part of the 2017 Tribute to Liberty 4th of July celebration.

The Tribute to Liberty event will be similar to last year's event with Dr. Irvine Wagner's 50 piece concert band as headliner entertainment. Once again, the evening's grand finale will be fireworks choreographed to patriotic music. Staff has successfully negotiated an agreement with Ryan Audio Services, LLC in the amount of \$6,000 for sound system rental and sound system services associated with the performance of the 50-piece concert band.

Staff recommends approval.

Vaughn Sullivan
Public Works Director

Attachment: Ryan Audio Services Agreement



The City of
MIDWEST CITY

Parks & Recreation Department

Vaughn Sullivan, Community Services Director

Tribute to Liberty Sound Services

Agreement

The Midwest City Municipal Authority (the “MCMA”) would like to provide musical entertainment during the 2017 Tribute to Liberty where members Ryan Audio Services, LLC (the “Sound”) will provide the sound services for musical entertainment in a designated area of Joe B. Barnes Regional Park on Tuesday, July 4, 2017 from 6:00 p.m. until 10:30 p.m. The MCMA and the Sound each agree to be responsible for the following tasks ensuring successful event execution:

The MCMA will:

1. Provide the location; and
2. Provide assistance with local publicity and public relations; and
3. Provide staging, sound and lighting; and
4. Provide electricity; and
5. Provide designated parking areas for Sound members; and
6. Provide a tented area for Sound members and equipment; and
7. Provide port-a-potties near tent area; and
8. Provide fireworks show soundtrack up to three days prior to show date of July 4, 2017; and
9. Provide assistance in resolving other support issues that might arise; and
10. Provide compensation of \$6,000 to Sound upon the completion of the event.

The Sound will:

1. Provide sound equipment including speakers and speaker towers, mics, mic stands, sound boards and sound staff; and
2. Provide concert related sound services for opening acoustic duo from 6:00 p.m. until 7:50 p.m. and headline 50 piece concert band from 8:30 p.m. until 9:45 p.m. on July 4, 2017; and
3. Provide sound services for fireworks show from 9:45 p.m. until 10:30 p.m.; and
4. Clean the area used when the event ends; and
5. Address and/or resolve other situations that might arise.

Matthew D. Dukes II, Chairman Date
MCMA

George Ryan Date
Ryan Audio Services, LLC

Attest:

Secretary

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

City Attorney



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

Memorandum

TO: Honorable Chairman and Trustees, Midwest City Municipal Authority

FROM: Vaughn Sullivan, Public Works Director

DATE: May 9, 2017

SUBJECT: Discussion and consideration of approving and entering into an agreement with Western Enterprises, Inc. in the amount of \$24,000 to provide a fireworks production for the 4th of July celebration (Tribute to Liberty) at Joe B. Barnes Regional Park on July 4, 2017.

In observance of the 2017 July 4th holiday, the City of Midwest City wishes to once again provide a fireworks production located in Regional Park as part of the Tribute to Liberty event. This year's fireworks production will honor the 75th anniversary of Midwest City. In addition there will be live music and an evening finale of fireworks choreographed to patriotic music.

Western Enterprises provided an outstanding fireworks display during last year's Independence Day celebration at Joe B. Barnes Regional Park assisting staff in creating a festive atmosphere appealing to patrons of all ages.

Staff recommends approval.

Vaughn Sullivan
Public Works Director

Attachment: Western Enterprises Agreement

FIREWORKS PRODUCTION CONTRACT

1 of 2

1. This Contract is entered into this _____ day of _____, 20____, by and between **WESTERN ENTERPRISES, INC.**, designated herein as the "**SELLER**", and **CITY OF MIDWEST CITY AND MIDWEST CITY MUNICIPAL AUTHORITY**, designated herein as the "**PURCHASER**" for a fireworks production to be held on **JULY 4, 2017**.

2. **SELLER** will secure, prepare, **design, deliver and stage** said fireworks as outlined in "Attachment A", or will make necessary substitutions of equal or greater value. **SELLER** will include the services of a Pyrotechnic Operator to take charge of, set up and fire the display, along with such help as he deems necessary to perform the fireworks display safely, and in accordance with such Federal, State or Local laws that might be applicable.

3. **SELLER** agrees that the Operator and Assistant(s) are to check the display area after the presentation of the fireworks display for any "duds" or other material that might not have ignited. Any such material, found by any person other than the Operator, shall be turned to the Operator for safe handling or disposal of said material.

4. **PURCHASER** will furnish the secured minimum safety distances established by the **SELLER** after an on-site inspection of the proposed firing location. **PURCHASER** will provide adequate police protection and/or other adequate security to maintain these distances. **PURCHASER** also agrees to have a fire truck available on location during the display.

5. A Certificate of Insurance covering the fireworks display will be provided by the **SELLER** upon signing of the contract, for coverage in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** broad form, bodily injury and property damage liability, Statutory Workers Compensation Coverage, Comprehensive Automobile Liability in the amount of **FIVE MILLION DOLLARS (\$5,000,000.00)** Combined Single Limit. **PURCHASER** agrees to provide a complete list of all additional insureds to be named on the certificate. Those entities/individuals listed on the certificate of insurance shall be deemed as additional insured per this contract.

6. It is agreed and understood that the **PURCHASER** will pay to the **SELLER** the sum of **TWENTY-FOUR THOUSAND DOLLARS & NO/100 (\$24,000.00)** to be paid **within thirty (30) days after the date of the display**. **HOWEVER**, if payment is made in full by April 17, 2017, a five percent (5%) discount (**\$1,200.00**) will apply. That discount can either be deducted from the total contract price, or the **PURCHASER** may elect to receive that amount of extra pyrotechnic product in lieu of the discount. Unpaid accounts are subject to one percent (1%) interest charge per month after **thirty** days.

7. In the event of inclement weather or other adverse conditions, so as to cause postponement of the display it is agreed and understood that **PURCHASER** will notify **SELLER** regarding the postponement date, normally the following night, or at some future date within the calendar year. If the **PURCHASER** will not re-schedule the display within the calendar year, or completely cancels the display, **the PURCHASER agrees and understands that a 30% cancellation fee (\$7,200.00) of the full contract amount will apply. This amount will be deemed as full payment for cancellation of the display.** If the **PURCHASER** has exercised the "Early-Payment Option" for discount; the difference between the 30% cancellation fee and the early-payment amount will be refunded to the **PURCHASER**.

It is understood and agreed that **SELLER** shall be solely responsible for failure of the performance of the fireworks display for any reason under **SELLERS** control.

FIREWORKS PRODUCTION CONTRACT

2 of 2

8. Witness whereof, we have caused our signatures to be affixed to this Document, on this _____ day of _____, 20__.

WESTERN ENTERPRISES, INC.
SELLER

CITY OF MIDWEST CITY
PURCHASER

BY: _____
authorized agent

BY: _____
authorized agent

MIDWEST CITY MUNICIPAL AUTHORITY
PURCHASER

BY: _____
authorized agent

(SIG) _____

Notary Public in and for the State of

My Commission Expires: _____

ATTEST:

SECRETARY, Sara Hancock

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

AUTHORITY COUNSEL, Phillip W. Anderson



DISCUSSION ITEM





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 Chairman and Trustees

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

Date: May 9th, 2017

Subject: Discussion and consideration of approving the Termination of the Sewer and Water Agreement with the Yes Companies EXP, LLC for the water and sewer service provided to the Timberland Mobile Home Park property east of the corporate limits of the City of Midwest City.

The accompanying proposal is for terminating the service that allows the City to provide water and sewer service to the Timberland mobile home park. An agreement to provide service was made between the park's prior ownership group and the City, March 11th, 2014. Before the agreement could be recorded at the county clerk's office, the park's ownership group changed, making the parties to the agreement inaccurate. If the existing agreement is terminated, the current ownership group will reenter into a new agreement with the city under its name, allowing the City to continue to provide service to the Timberland mobile home park.

Staff recommends terminating the agreement.

Patrick Menefee, P.E.
City Engineer

Attachments

After Recording Return to:

Clifford Chance US LLP
31 West 52 Street
New York, New York 10019
Attn: Ness M. Cohen, Esq.

TERMINATION OF SEWER AND WATER AGREEMENT

THIS TERMINATION OF SEWER AND WATER AGREEMENT, is made as of this ___ day of April 2017 but effective as of March 11, 2014 (this "Termination Agreement"), among the CITY OF MIDWEST CITY, OKLAHOMA ("Midwest City"), the MIDWEST CITY MUNICIPAL AUTHORITY, a public trust (the "Authority"), and YES COMPANIES EXP, LLC, a Delaware limited liability company ("YES").

RECITALS:

A. Midwest City, the Authority and YES entered into that certain Sewer and Water Agreement dated March 11, 2014 (the "Original Agreement") affecting that certain manufactured housing community known as Timberland located at 13501 SW 29th Street, Midwest City, Oklahoma and more particularly described on Exhibit A attached hereto (the "Property").

B. The Original Agreement was not originally recorded and Midwest City, the Authority and YES intended and agreed that it no longer be effective.

C. On August 12, 2016, in reliance on the foregoing, YES Companies EXP, LLC transferred all of its right, title and interest in and to the property to YES Companies EXP Key, LLC free and clear of the Original Agreement and the rights and obligations created thereby.

D. On April 5, 2017, the Original Agreement was inadvertently recorded in the records of the Oklahoma County Clerk in Book RE13401, Page 889, as document number 20170405010462600

E. Midwest City, the Authority and YES desire to enter into this agreement to confirm that the Original Agreement has been terminated and has no further force and effect, effective as of March 11, 2014.

NOW THEREFORE, for the consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT:

1. Incorporation of Recitals. The above recitals are true and correct and incorporated herein as if set forth fully herein.

2. Termination of Easement. Midwest City, the Authority and YES hereby confirm and agree that the Original Agreement has been terminated and shall be of no further force or effect, in each case effective as of March 11, 2014.

3. Governing Law. The terms and conditions of this Termination Agreement shall be governed and construed under the laws of the State of Oklahoma, without giving effect to the conflicts of laws provisions thereof.

4. Miscellaneous. This Termination Agreement may be executed in one or more counterparts (including by means of electronic transmission in portable document format (pdf) or comparable electronic transmission), each of which shall be deemed an original and all of which together shall constitute one and the same agreement, binding on all of the parties hereto, notwithstanding that all the parties are not signatories to the original or the same counterpart. This Termination Agreement shall be binding on the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Termination Agreement as of the date first above written but effective as of March 11, 2014.

MIDWEST CITY:

CITY OF MIDWEST CITY, OKLAHOMA

ATTEST: CITY OF MIDWEST CITY

CITY CLERK

By: _____
Name:
Title:

APPROVED AS TO FORM AND LEGALITY this by City of Midwest City this ____ day of _____ 2017.

City Attorney

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On the _____ day of _____ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My Commission Expires:

AUTHORITY:

**MIDWEST CITY MUNICIPAL AUTHORITY,
a public trust**

ATTEST: CITY OF MIDWEST CITY

CITY CLERK

By: _____
Name:
Title:

APPROVED AS TO FORM AND LEGALITY this by City of Midwest City this ____ day of _____ 2017.

City Attorney

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On the _____ day of _____ in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Choctaw, County of Oklahoma, State of Oklahoma, described as follows:

Parcel I:

A tract of land lying in the Southeast Quarter (SE/4) of Section Ten (10), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, and further described as follows:

Commencing at the Southeast corner of said Southeast Quarter (SE/4);

Thence South 89°53'57" West along the South line of said Southeast Quarter (SE/4) for a distance of 1092.00 feet to the Point of Beginning;

Thence South 89°53'57" West along said South line for a distance of 1282.49 feet;

Thence North 00°11'10" West for a distance of 400.00 feet;

Thence South 89°53'57" West for a distance of 175.00 feet;

Thence North 00°11'10" West for a distance of 917.00 feet;

Thence North 89°53'57" East for a distance of 1549.77 feet;

Thence North 00°10'26" West for a distance of 1071.00 feet;

Thence North 89°53'57" East for a distance of 400 feet;

Thence South 00°10'26" East for a distance of 1488.00 feet;

Thence South 89°53'57" West for a distance of 492.00 feet;

Thence South 00°10'26" East for a distance of 900.00 feet to the Point of Beginning.

Parcel II:

Together with the Easement rights created by Easement for private sewer line, filed June 1, 1995 and recorded in Book 6749, Page 1075, records of Oklahoma County, Oklahoma, over the tract of land described as follows:

A tract of land lying in the Southeast Quarter (SE/4) of Section Ten (10), Township Eleven (11) North, Range One (1) West of the Indian Meridian, Oklahoma County, Oklahoma, and more particularly described as follows:

Beginning at a point, said point being located 1092 feet West and 300 feet North from the Southeast corner of the Southeast Quarter (SE/4) of Section 10;

Thence North and parallel to the East boundary of the said Southeast Quarter (SE/4) for a distance of 600 feet;

Thence East and parallel to the South boundary of said Southeast Quarter (SE/4) for a distance of 120 feet;

Thence South and parallel to the East boundary of said Southeast Quarter (SE/4) for a distance of 600 feet;

Thence West and parallel to the South boundary of said Southeast Quarter (SE/4) for a distance of 120 feet to the Point of Beginning.



NEW BUSINESS/
PUBLIC DISCUSSION





MEMORIAL HOSPITAL
AUTHORITY AGENDA



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

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

May 09, 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. CONSENT AGENDA. These items are placed on the Consent Agenda so that trustees of the Midwest City Memorial Hospital Authority, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all trustees, or members of the audience wish to discuss an item with the trustee, that item will be removed and heard in regular order.

1. Discussion and consideration of approving the minutes of the April 20, 2017 special meeting, and the April 25, 2017 staff briefing and regular meeting, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of approving a resolution and engagement letter for underwriting services for the Sooner Rose Increment District Project. (City Manager - G. Henson)
3. Discussion and consideration of approving the management representation letter to Grant Thornton LLP and accepting the associated Combined Financial Statement and Report of Certified Public Accountants of Sooner Town Center, LLC II for calendar years ending December 31, 2014 and December 31, 2015. (City Manager - G. Henson)

C. DISCUSSION ITEMS.

1. Discussion and consideration of accepting the Hospital Authority Investment Performance Review for the period ending March 31, 2017 and action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Hospital Authority - G. Henson)
2. Discussion of the refinancing of the Town Center Redevelopment Project. (City Manager - G. Henson)

D. NEW BUSINESS/PUBLIC DISCUSSION.

E. EXECUTIVE SESSION.

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

F. ADJOURNMENT.



CONSENT AGENDA



Notice of this special Midwest City Memorial Hospital Authority meeting was filed with the City Clerk of Midwest City 48 hours prior to the meeting and copies of the agenda 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**

April 20, 2017 - 5:30 p.m.

This special 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, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Rick Dawkins and Sean Reed.

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

Discussion Item.

- 1. Discussion and consideration of an amendment to the Trust Indenture of the Midwest City Memorial Hospital Authority, a public trust, as contained in the amended and restated trust indenture. (Presentation by Dan McMahan, Representing the City of Midwest City, OK.)**

Eads made a motion to approve Resolution 2017-14, seconded by Byrne. Voting aye: Eads, Byrne, Allen, Moore and Mayor Dukes. Nay: none. Absent: Dawkins and Reed. Motion carried.

- 2. Discussion and consideration of 1) approving and entering into an Economic Development Agreement with Midwest City Warren Theatre, Inc. and the Midwest City Memorial Hospital Authority ("MCMHA") in the approximate amount of \$11,100,000 and other goods and valuable consideration, to establish the terms and conditions under which the parties will participate in the development of approximately 16.6233 acres located on the northwest corner of Buena Vista Avenue and SE 15th Street; and 2) authorizing the chairman and/or the general manager/ administrator to enter into such other agreements and execute such other documents as may be necessary or appropriate to effect the provisions of the Agreement; and 3) authorizing up to \$500,000 in reimbursements from MCMHA Discretionary funds for professional design services if necessary.**

Allen made a motion to approve and enter into an agreement with Warren Theatre, Inc. and to authorize the City Manager to execute necessary provisions, seconded by Byrne. Voting aye: Eads, Byrne, Allen, Moore and Mayor Dukes. Nay: none. Absent: Dawkins and Reed. Motion carried.

- 3. Discussion and consideration of 1) approving and entering into an Economic Development Agreement with Sooner Investment Group, Inc. and the Midwest City Memorial Hospital Authority in the approximate amount of \$3,800,000 and other good and valuable consideration, to establish the terms and conditions under which the parties will participate in the purchase and redevelopment of approximately 14.5 acres located on the north side of SE 15th Street between South Sooner Road and Buena Vista Avenue; and 2) and authorizing the chairman and/or the general manager/ administrator to enter into such other agreements and execute such other documents as may be necessary or appropriate to effect the provisions of the Agreement.**

Allen made a motion to approve and enter into an agreement with Sooner Investment Group, Inc. and to authorize the City Manager to execute necessary provisions, seconded by Byrne. Voting aye: Eads, Byrne, Allen, Moore and Mayor Dukes. Nay: none. Absent: Dawkins and Reed. Motion carried.

Adjournment. There being no further business, Chairman Dukes adjourned the meeting at 6:21 p.m.



MATTHEW D. DUKES, II, Chairman

ATTEST:


SARA HANCOCK, Secretary

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**

April 25, 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, Pat Byrne, Rick Dawkins, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Susan Eads and Sean Reed.

Chairman Dukes called the meeting to order at 7:01 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for April 25, 2017. The Trustees did not have questions for clarification or discussion on the individual agenda items.

Chairman Dukes closed the meeting at 7:02 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**

April 25, 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 Pat Byrne, Rick Dawkins, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Susan Eads and Sean Reed. Chairman Dukes called the meeting to order at 8:28 p.m.

Discussion Item.

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meeting of April 11, 2017, as submitted.** Dawkins made a motion to approve the minutes, as submitted, seconded by Byrne. Voting aye: Byrne, Dawkins, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Eads and Reed. Motion carried.
2. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action was taken.

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

Executive Session.

1. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing action as appropriate based on the discussion in executive session.** Dawkins made a motion to go into executive session, seconded by Allen. Voting aye: Byrne, Dawkins, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Eads and Reed. Motion carried. The Council went into executive session at 8:30 p.m.

Mayor Dukes reconvened in open session at 10:27 p.m. Dawkins made a motion to authorize the City Manager to take action as discussed in executive session, seconded by Byrne. Voting aye: Byrne, Dawkins, Allen, Moore, and Mayor Dukes. Nay: none. Absent: Eads and Reed. Motion carried.

Adjournment. There being no further business, Chairman Dukes adjourned the meeting at 10:27 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
Office (405) 739-1207 - Fax (405) 739-1208
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: J. Guy Henson, General Manager/Administrator

DATE: May 9, 2017

SUBJECT: Discussion and consideration of approving a resolution, engagement letter for underwriting services and financial advisor contract for the Sooner Rose Increment District Project.

Attached for your review and approval are: (1) the Resolution designating Wells Nelson & Associates and D.A. Davidson & Co., as co-underwriters in connection with the sale and issuance of the Series 2017 Bonds to provide development financing assistance for the Sooner Rose Increment District Project, and designating The Baker Group of Oklahoma City as financial advisor for the Project; (2) the terms and conditions of that certain "Engagement Letter" dated May 10, 2017; and (3) the terms and conditions of that certain Financial Advisor Contract with The Baker Group of Oklahoma City.

J. Guy Henson
General Manager/Administrator

May 10, 2017

Honorable Matt Dukes, Chairman
Midwest City Memorial Hospital Authority
100 N. Midwest Blvd.
Midwest City, Oklahoma 73110

Re: Midwest City Memorial Hospital Authority, Tax Apportionment Bonds
Series 2017A&B (Taxable) (Sooner Rose Increment District Project)

Dear Mr. Chairman:

On behalf of Wells Nelson & Associates, Inc. and D.A. Davidson & Co. (collectively, the “Underwriters”), we wish to thank you for the opportunity to serve as co-underwriters for the Midwest City Memorial Hospital Authority (“the Issuer”) on its proposed offering and issuance of not to exceed \$17,000,000 Tax Apportionment Bonds, Series 2017A&B (Taxable)(Sooner Rose Increment District Project) (the “Bonds”). This letter will confirm the terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a bond purchase agreement to be entered into by the parties (the “Purchase Agreement”) if and when the Bonds are priced following successful completion of the offering process.

1. Services to be Provided by the Underwriters. The Issuer hereby engages the Underwriters to serve as managing underwriters of the proposed offering and issuance of the Bonds, and in such capacity the Underwriters agrees to provide the following services:

- Review and evaluate the proposed terms of the offering and the Bonds
- Develop a marketing plan for the offering, including identification of potential investors
- Assist in the preparation of the official statement and other offering documents
- Contact potential investors, provide them with offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
- If the Bonds are to be rated, assist in preparing materials to be provided to securities ratings agencies and in developing strategies for calls with the ratings agencies
- Consult with bond counsel and other service providers about the offering and the terms of the Bonds
- Inform the Issuer of the marketing and offering process
- Negotiate the pricing, including the interest rate, and other terms of the Bonds
- Obtain CUSIP number(s) for the Bonds and arrange for their DTC book-entry eligibility

- Plan and arrange for the closing and settlement of the issuance and the delivery of the Bonds
- Such other usual and customary underwriting services as may be requested by the Issuer

As underwriters, we will not be required to purchase the Bonds except pursuant to the terms of the Purchase Agreement, which will not be signed until successful completion of the pre-sale offering period. This letter does not obligate the Underwriters to purchase any of the Bonds.

2. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees that: (i) the primary role of the undersigned, acting as underwriters, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and the Underwriters and that the Underwriters have financial and other interests that may differ from those of the issuer.; (ii) the Underwriters are not acting as municipal advisors, financial advisors, or fiduciaries to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or is currently providing other services to the Issuer on other matters); (iii) the only obligations the Underwriters have to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer would like a municipal advisor in this transaction that has legal fiduciary duties to the Issuer, the Issuer is free to engage a municipal advisor to serve in that capacity.

In addition, the Issuer acknowledges receipt of certain regulatory disclosures as required by the Municipal Securities Rulemaking Board that are attached to this agreement as Exhibit A. The Issuer further acknowledges that the Underwriters may be required to supplement or make additional disclosures as may be necessary as the specific terms of the transaction progress.

3. Fees and Expenses. The Underwriters' proposed underwriting fee/spread is not to exceed 1.25 Percent (1.25%) of the principal amount of the Bonds issued. The underwriting fee/spread will represent the difference between the price that the Underwriters pay for the Bonds and the public offering price stated on the cover of the final official statement. In addition to the underwriting fee/spread, the Issuer shall pay to the Underwriters a fee equal to \$5,500 as reimbursement for the use of the Underwriters' capital to advance certain costs prior to settlement, and to reimburse for the Underwriters' payment of CUSIP, DTC, and IPREO (electronic book-running/sales order system). The Issuer shall be responsible for paying or reimbursing the Underwriters for all other costs of issuance including, without limitation, municipal advisor, bond counsel, underwriter's counsel, ratings agency fees and expenses, trustee bank acceptance and annual fees and all other expenses incident to the performance of the Issuer's obligations under the proposed offering.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering of the Bonds. Notwithstanding the forgoing, any party may terminate the Underwriters' engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party. If the Underwriters' engagement is terminated by the Issuer, the Issuer agrees to compensate the Underwriters for the services provided and to reimburse the Underwriters for their out-of-pocket expenses incurred until the date of termination.

5. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Oklahoma. This Agreement may not be amended or modified except by means of a written instrument executed by all parties hereto. This Agreement may not be assigned by any party without the prior written consent of all other parties.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter.

Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in us.

Very truly yours,

WELLS NELSON & ASSOCIATES, LLC

D.A. DAVIDSON & CO.

Randall Nelson
Executive Vice-President

Tom J. Thompson
Managing Director, Public Finance

Accepted this ___ day of _____, 2017

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

By: _____
Title: Chairman

EXHIBIT A

DISCLOSURES BY UNDERWRITER
PURSUANT TO MSRB RULE G-17

Midwest City Memorial Hospital Authority
100 N. Midwest Blvd.
Midwest City, Oklahoma 73110

Re: Disclosures by Underwriter
Pursuant to MSRB Rule G-17
Midwest City Memorial Hospital Authority Tax Apportionment Bonds
(Midwest City Increment District Project) Series 2017

Ladies & Gentlemen:

We are writing to provide you with certain disclosures relating to the captioned bond issue (the “Bonds”), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012).

The Issuer has engaged Wells Nelson & Associates, LLC, and D.A. Davidson & Co. (collectively, the “Underwriters”) to serve as underwriters, and not as financial advisors or municipal advisors, in connection with the issuance of the Bonds. As part of our services as underwriter, the Underwriters may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. As the issuer of the Bonds, you will be a party to the bond purchase agreement and certain other legal documents to be entered into in connection with the issuance of the Bonds, but the material financial risks described in this letter will be borne by the Authority, as set forth in those legal documents.

I. Disclosures Concerning the Underwriters’ Role:

1. MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
2. The underwriters’ primary role is to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriters have financial and other interests that differ from those of the Issuer.
3. Unlike a municipal advisor, the underwriters do not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.
4. The underwriters have a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.

The underwriters will review the official statement for the Bonds in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

II. Disclosures Concerning the Underwriters' Compensation:

The underwriters will be compensated by an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriters may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary. However, in this case, your financial advisor will determine the need for and size of the transaction.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth on page A-1.

We look forward to working with you and the Issuer and the Authority in connection with the issuance of the Bonds. Thank you.

WELLS NELSON & ASSOCIATES, LLC

D.A. DAVIDSON & CO.

Randall Nelson
Executive Vice-President

Tom J. Thompson
Managing Director, Public Finance

Acknowledgement:

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

By: _____
Title: Chairman

Date: _____

FINANCIAL ADVISOR CONTRACT

THIS CONTRACT, made this _____ day of _____, 2017, between Midwest City Memorial Hospital Authority , acting by and through its Trustees (hereinafter called "Authority"), and The Baker Group of Oklahoma City, Oklahoma (hereinafter called "Baker"),

WITNESSETH:

WHEREAS, the Authority has determined to employ Baker to assist the Authority in securing capital for a project consisting of providing capital improvements for the City of Midwest City, Oklahoma, and

WHEREAS, it is necessary and in the best interests of the Authority that the Trustees be provided with expert financial advice in making the terms and provisions for the issuance of said indebtedness most acceptable to the investment market, to the end that the same may be sold at interest rates most advantageous to the Authority;

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. The Authority hereby appoints and employs Baker as its Financial Advisor for the purposes above set forth, in connection with the aforesaid financing. Baker hereby accepts said appointment and employment and covenants to the City faithfully to perform its duties in relation thereto, whenever requested by the Trustees.
2. As full compensation for its services as Financial Advisor in connection with said indebtedness, the Authority agrees to pay to Baker an amount equal to one percent (1%) of the first ten million (\$10,000,000) and one quarter of one percent (.25 %) of all debt over ten million plus the out of pocket expenses incurred in printing and distributing the offering material for such indebtedness. Said compensation shall be paid in full out of the proceeds of the indebtedness issued by the Authority and only out of such proceeds. Said compensation shall be the only compensation payable to Baker under this Contract; and Baker shall not be entitled to claim or receive any amount from the Authority for its duties hereunder unless and until evidences of indebtedness of the Authority shall be authorized and issued. It is expressly understood and agreed that the above is not applicable to any grant funds received from public or private sources, and the receipt of any such grant funds by the Authority shall not give rise to or increase the compensation of Baker hereunder.

WITNESS THE PARTIES HERETO the date first above written.

ATTEST: (Seal)

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

Secretary of Trustees

By: Chairman of Trustees

THE BAKER GROUP

By: (Title)

RESOLUTION NO. _____

RESOLUTION DESIGNATING UNDERWRITERS IN CONNECTION WITH THE SOONER ROSE INCREMENT DISTRICT PROJECT AND APPROVING ENGAGEMENT LETTER RELATING THERETO; DESIGNATING FINANCIAL ADVISOR FOR THE SOONER ROSE INCREMENT DISTRICT PROJECT AND APPROVING FINANCIAL ADVISOR CONTRACT RELATING THERETO; AUTHORIZING EXECUTION AND DELIVERY OF THE ENGAGEMENT LETTER AND THE FINANCIAL ADVISOR CONTRACT AND OTHER DOCUMENTS RELATING THERETO; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, on March 16, 2017, the City Council of the City of Midwest City, Oklahoma adopted Ordinance No. 21262 establishing “Increment District No. Two, City of Midwest City, Oklahoma” (the “Sooner Rose Increment District”), and approving and adopting the “Project Plan Relating to Increment District Number Two, City of Midwest City, Oklahoma” (the “Project Plan”), pursuant to the provisions of the Local Development Act, Title 62, Sections 850 et seq. of the Oklahoma Statutes, as amended (the “Local Development Act”); and

WHEREAS, the Project Plan authorizes the Midwest City Memorial Hospital Authority to provide development financing assistance to defray a portion of the Project Costs specified therein, by issuing its Tax Apportionment Bonds, Series 2017A&B (Taxable) (Sooner Rose Increment District Project) (the “Series 2017 Bonds”) to fund such costs; and

WHEREAS, the Authority desires to retain underwriting and financial advisory services to assist the Authority in the sale and issuance of the Series 2017 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, AS FOLLOWS:

SECTION 1. Designating Underwriters in Connection with the Sooner Rose Increment District Project and Approving Engagement Letter Relating Thereto. The Trustees of the Authority hereby retain Wells Nelson & Associates and D.A. Davidson & Co., as co-underwriters in connection with the proposed issuance of the Series 2017 Bonds. Further, the Trustees hereby approve the terms and conditions of that certain “Engagement Letter”, dated May 10, 2017, between the Underwriters and the Authority, in the form presented at this meeting with such additions, omissions and changes as may be approved by the Chairman, his execution being conclusive evidence of their approval of any such additions, omission and changes.

SECTION 2. Designating Financial Advisor in Connection with the Sooner Rose Increment District Project and Approving Contract Relating Thereto. The Trustees of the Authority hereby retain The Baker Group, LP (the “Financial Advisor”), as financial advisor in connection with the proposed issuance of the Series 2017 Bonds, and hereby approve the terms and conditions of that certain “Financial Advisor Contract”, dated May 10, 2017, between the Financial Advisor and the Authority, in the form presented at this meeting with such additions, omissions and changes as may be approved by the Chairman, his execution being conclusive evidence of their approval of any such additions, omission and changes.

SECTION 3. Authorizing Execution and Delivery of the Engagement Letter and the Financial Advisor Contract and Other Documents Relating Thereto. The Trustees hereby authorize the Chairman and Secretary of the Authority to execute and deliver the agreements referenced herein, along with such other instruments, letters and certifications necessary or incidental thereto.

PASSED AND approved by the Trustees of the Midwest City Memorial Hospital Authority this ___ day of May, 2017.

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, City Clerk

APPROVED as to form and legality this ____ day of May, 2017:

PHILIP W. ANDERSON, City Attorney



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: J. Guy Henson, General Manager/Administrator

DATE: May 9, 2017

SUBJECT: Discussion and consideration of approving the management representation letter to Grant Thornton LLP and accepting of the associated Combined Financial Statement and Report of Certified Public Accountants of Sooner Town Center, LLC II for calendar years ending December 31, 2014 and December 31, 2015.

Attached for your review and approval is the management representation letter and combined financial statement and report for the entities leasing the property associated with the Downtown Redevelopment Project for calendar years 2014 and 2015.

J. Guy Henson
General Manager/Administrator

Sooner Town Center II, LLC

May 9, 2017

Grant Thornton LLP
201 S. College St. #2500
Charlotte, NC 28244

Dear Sir or Madam:

We are providing this letter in connection with your audits of the financial statements of Sooner Town Center II, LLC (the "Entity"), which comprise the balance sheets as of December 31, 2015 and December 31, 2014 and the related statements of operations, changes in members' deficit, and cash flows for the years then ended, and the related notes to the financial statements. We understand that your audits were made for the purpose of expressing an opinion as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America ("US GAAP").

We have fulfilled our responsibility, as set out in the terms of the Engagement Letter, for the preparation and fair presentation in the financial statements of financial position, results of operations, and cash flows in accordance with US GAAP. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud, including programs and controls to prevent and detect fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered to be material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of the surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves, as of May 9, 2017, the following representations made to you during your audits.

1. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud. We have no knowledge of fraud or suspected fraud affecting the Entity involving:
 - a. Management
 - b. Employees who have significant roles in internal control, or
 - c. Others where the fraud could have a material effect on the financial statements.

2. We have no knowledge of any allegations of fraud or suspected fraud affecting the Entity's financial statements received in communications from employees, former employees, analysts, regulators, short sellers, or others.
3. There are no known violations or possible violations of, or no known instances of noncompliance or suspected noncompliance with, laws and regulations whose effects should be considered by management when preparing the financial statements, as a basis for recording a loss contingency or for disclosure.
4. The Entity has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of a noncompliance.
5. The Entity has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
6. We have disclosed to you the identity of the Entity's related parties and all related party relationships and transactions of which we are aware. Related party relationships and transactions and related amounts receivable from or payable to related parties (including sales, purchases, loans, transfers, leasing arrangements, and guarantees) have been properly accounted for and disclosed in the financial statements in accordance with US GAAP.

We understand that "related parties" include (1) affiliates of the Entity; (2) entities for which investments in their equity securities would be required to be accounted for by the equity method by the investing entity; (3) trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; (4) principal owners of the Entity and members of their immediate families; and (5) management of the Entity and members of their immediate families.

Related parties also include (1) other parties with which the Entity may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and (2) other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

7. There are no known actual or possible litigation, claims, or assessments that our legal counsel has advised us are probable of assertion whose effects should be considered by management when preparing the financial statements and that should be accounted for and disclosed in accordance with US GAAP (*FASB Accounting Standards Codification*[®] (ASC) 450, *Contingencies*).
8. The calculation of participation rent for the year ended December 31, 2015 and December 31, 2014 as determined in the supplementary schedules of net operating income, debt service, net cash flow, and subtenant rents are prepared in compliance with the terms as defined in the Westside General Ground Lease (the Agreement). We have read the supplementary schedules and believe the information presented is consistent with and accurately reflects the provisions contained in the Agreement.
9. We believe the information included in the Leases footnote to the financial statements, which describes the participation rent calculation, is consistent with our understanding of the agreement.

10. We believe that the rent expense for participation rent is \$105,345 for the year ended December 31, 2015 and a participation rent credit was granted in the amount of \$91,648 for the year ended December 31, 2014 due to negative cumulative Net Cash Flows as of December 31, 2014.
11. We believe that amounts due for participation rent are \$105,345 and \$0 as of December 31, 2015 and 2014 respectively.
12. No events have occurred subsequent to the date of the financial statements through the date of this letter that would require, in accordance with US GAAP, recognition or disclosure in the financial statements.

Very truly yours,

SOONER TOWN CENTER II, LLC

Robert Collett
Managing Member

John Cheek
Consultant to Collett as agent for Sooner Town Center II, LLC

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

THE CITY OF MIDWEST CITY

Matthew D. Dukes, II Mayor

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY

Matthew D. Dukes, II Chairman

Financial Statements and Report of
Independent Certified Public Accountants

Sooner Town Center II, LLC

December 31, 2015 and 2014

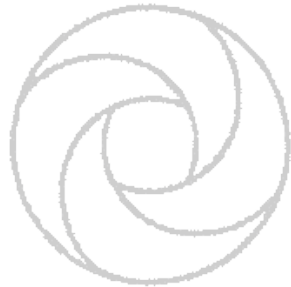
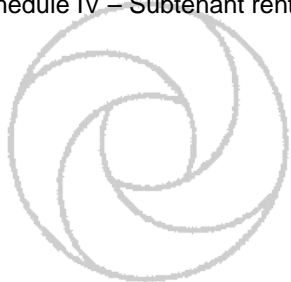


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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Members of
Sooner Town Center II, LLC:

We have audited the accompanying financial statements of **Sooner Town Center II, LLC** (an Oklahoma limited liability company), which comprise the balance sheets as of December 31, 2015 and 2014, and the related statements of operations, changes in members' deficit, and cash flows for the years then ended, and the related notes to the financial statements.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Sooner Town Center II, LLC as of December 31, 2015 and 2014, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Supplementary information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information presented in Schedules I through IV is presented for purposes of additional analysis and is not a required part of the financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures. These additional procedures included comparing and reconciling the information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Charlotte, North Carolina
May 9, 2017



Balance sheets

December 31	2015	2014
	\$	\$
Assets		
Real property, at cost:		
Buildings	6,867,756	6,867,756
Land improvements and signage	1,772,745	1,772,745
	8,640,501	8,640,501
Less – Accumulated depreciation	(1,023,599)	(705,667)
Real property, net	7,616,902	7,934,834
Other assets:		
Cash	304,700	58,536
Accounts receivable	91,771	143,386
Deferred charges and other assets, net	504,195	590,539
Total assets	8,517,568	8,727,295
Liabilities and members' deficit		
Liabilities:		
Note payable	8,726,952	8,914,345
Accounts payable and accrued expenses	183,485	133,360
Unearned revenue	128,119	109,540
Total liabilities	9,038,556	9,157,245
Members' deficit		
Total liabilities and members' deficit	8,517,568	8,727,295

The accompanying notes are an integral part of these financial statements.

Statements of operations

For the years ended December 31	2015	2014
	\$	\$
Rental revenues	1,218,881	1,099,505
Operating expenses:		
Common area maintenance	62,312	81,032
General and administrative expenses	244,324	265,112
Rent expense (credit)	170,954	(26,038)
Depreciation and amortization	404,637	404,379
Total operating expenses	882,227	724,485
Interest expense	427,692	431,787
Net loss	(91,038)	(56,767)

The accompanying notes are an integral part of these financial statements.

Statements of changes in members' deficit

	Total Members' Deficit
	\$
Members' deficit, December 31, 2013	(373,183)
Net loss	(56,767)
Members' deficit, December 31, 2014	(429,950)
Net loss	(91,038)
Members' deficit, December 31, 2015	(520,988)

Statements of cash flows

For the years ending December 31	2015	2014
	\$	\$
Cash flows from operating activities:		
Net loss	(91,038)	(56,767)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation	317,932	321,961
Amortization	86,705	82,418
Changes in operating assets and liabilities:		
Accounts receivable	51,615	(51,852)
Deferred charges and other assets	(361)	(36,697)
Accounts payable and accrued expenses	50,125	(394,064)
Unearned revenue	18,579	46,082
Net cash provided by (used in) operating activities	433,557	(88,919)
Cash flows from investing activities:		
Additions to real property	-	(416,398)
Net cash used in investing activities	-	(416,398)
Cash flows from financing activities:		
Repayments on note payable	(210,220)	(178,599)
Proceeds from note payable	22,827	-
Net cash used in financing activities	(187,393)	(178,599)
Net increase (decrease) in cash	246,164	(683,916)
Cash, beginning of year	58,536	742,452
Cash, end of year	304,700	58,536
Supplemental disclosures of cash flow information:		
Cash paid for interest	426,127	434,923

Notes to financial statements

1 Summary of Organization and Significant Accounting Policies

Organization

Sooner Town Center II, LLC (an Oklahoma limited liability company) (the Company) was organized in January 2012 for the purpose of acquiring, developing and leasing commercial properties in Oklahoma. The Company developed and operates a retail center (the Project) located in Midwest City, Oklahoma. The Project is defined by a ground lease agreement between Midwest City Memorial Hospital Authority, an affiliate of Midwest City, Oklahoma (collectively, the City) and the Company. The City is considered to be a related party for financial reporting purposes. The Company is responsible for design, construction, financing, leasing and management of the Project, all subject to City approval. Income and loss will be allocated to members in accordance with the operating agreement.

Cash and Cash Equivalents

The Company classifies highly liquid investments with original maturity dates of three months or less as cash equivalents.

Concentration of Credit Risk

The Company's operating property is located in Midwest City, Oklahoma. The Company's ability to generate future revenues is dependent upon the economic conditions within this area.

As of December 31, 2015 and 2014, the Company had three tenants. Each tenant comprised more than 10% of total revenue for the years ended December 31, 2015 and 2014. Two tenants comprised more than 10% of accounts receivable as of December 31, 2015 and 2014.

The Company maintains its cash in a commercial bank. Regularly during the year, the Company maintained cash and cash equivalents in accounts in excess of the amount insured by the Federal Deposit Insurance Corporation. The Company's management regularly monitors the financial stability of these financial institutions.

Revenue Recognition

Rental revenue is generally recognized based on the terms of leases entered into with tenants. Rental revenue from leases with scheduled rent increases, incentives or abatements is recognized on a straight-line basis over the noncancelable term of the respective leases. Property operating cost recoveries from tenants for common area maintenance, real estate taxes and other recoverable costs totaling \$249,232 and \$217,037 for the years ended December 31, 2015 and 2014, respectively, are recognized in the period in which the related expenses are incurred, and are included in rental revenues in the accompanying statements of operations. Receivables relating to these recoveries totaled \$5,201 and \$99,772 as of December 31, 2015 and 2014, respectively, and are recognized as accounts receivable on the accompanying balance sheets. If it becomes probable that a tenant will fail to perform according to the terms of the lease, a loss equal to the accrued rental revenue unlikely to be received from that tenant would be charged to operations. The Company also earns percentage rent from a tenant based on a gross receipts calculation. This revenue is recognized in the period it is earned. Receivables relating to percentage rent totaled \$78,877 and \$41,156 as of December 31, 2015 and 2014, respectively, and are recognized as accounts receivable on the accompanying balance sheets.

Revenue received in advance from tenants is recognized as unearned revenue on the accompanying balance sheets. Unearned revenue as of December 31, 2015, was \$128,119. Unearned revenue as of December 31, 2014 was \$109,540.

The Project consists of 69,308 square feet of retail space and was completed in 2012. At December 31, 2015, three tenants occupying 69,308 square feet were operating noncancelable leases providing for future minimum rents of \$7,479,841, with the latest expiration date of July 31, 2029.

Future minimum rents receivable under noncancelable leases for all known tenants at December 31, 2015, are as follows. Most leases have renewal options which are not included below.

	Amount
	\$
2016	926,692
2017	926,692
2018	845,452
2019	829,204
2020	829,204
Thereafter	3,122,597
	7,479,841

Rent and other receivables are reported at their estimated net realizable value. When necessary, the Company provides an allowance for doubtful accounts based upon a review of outstanding receivables, historical collection information and existing economic conditions. Past due status is based on the contractual terms of the receivables. Rent and other receivables are written off based on individual credit evaluation and specific circumstances of the customer. Management has concluded that all of the Company's accounts receivable amounts will be realizable and, accordingly, has not recorded an allowance for doubtful accounts at December 31, 2015 and 2014.

Real Property

Buildings are stated at cost and depreciated using the straight-line method over the estimated useful life of 39 years. Land improvements and signage are depreciated using an accelerated method of depreciation over the useful life of the assets, usually 15 years. Direct and indirect costs that relate to land development and building construction are capitalized. Costs are allocated to Project components by the specific identification method whenever possible. Otherwise, costs are allocated based on square footage or acreage.

Depreciation on real property charged to operations was \$317,932 and \$321,961 for the years ended December 31, 2015 and 2014, respectively.

Repairs are charged against operations. Renewals and betterments that materially extend the life of an asset are capitalized.

The Company reviews the real property for impairment whenever events or changes in circumstances indicate that the carrying amount of the real property may not be recoverable. Recoverability of the real property is measured by a comparison of the carrying amount of the real property to undiscounted future net cash flows expected to be generated by the real property. If the real property is considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the real property exceeds its fair value. No impairment was recognized as of December 31, 2015.

Deferred Charges and Other Assets

Deferred charges consist of lease commissions, lease costs and loan costs and are stated at cost net of accumulated amortization. At December 31, 2015 and 2014, total deferred charges capitalized were \$729,017 with accumulated amortization of \$255,569 and \$168,864, respectively. The lease commissions and lease costs are amortized on the straight-line method over the terms of the respective leases. Lease commission and lease costs amortization expense of \$63,990 and \$59,703 is included in depreciation and amortization in the accompanying statement of operations for the years ended December 31, 2015 and 2014, respectively. Loan costs consist of various debt issuance costs and are amortized on the straight-line method, which approximates the effective interest method, based on terms of the respective debt agreements. Loan cost amortization expense of \$22,715 is included in depreciation and amortization in the accompanying statement of operations for the years ended December 31, 2015 and 2014.

Deferred charges and other assets also includes \$30,747 and \$30,386 of prepaid expenses at December 31, 2015 and 2014, respectively.

Income Taxes

The Company is a limited liability company treated as a partnership for federal and state income tax purposes. As a result, the Company's results of operations are included in the income tax returns of its individual members. Accordingly, no provision for federal or state income taxes has been recorded in the accompanying financial statements.

The Company follows applicable authoritative guidance on accounting for uncertainty in income taxes which, among other things, prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return and provides guidance on derecognition, classification, interest and penalties, accounting in interim periods and disclosure. The Company has no uncertain tax positions.

Use of Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

2 Debt

The Company entered into a note payable agreement with First National Bank for borrowings in the maximum principal amount of \$9,136,970 on September 18, 2012. Total amounts drawn on this loan as of December 31, 2015 and 2014, were \$8,726,952 and \$8,914,345, respectively. The note is collateralized by a deed of trust on real property and assignment of rents. From September 18, 2012 to September 10, 2013, the interest rate was variable at a rate equal to 3% per annum in excess of the London Interbank Offered Rate (LIBOR). From September 11, 2013 to September 10, 2018, the interest rate is variable at a rate equal to 3% per annum in excess of the Treasury Rate but not less than 4.5%. For the years ending December 31, 2015 and 2014, the interest rate was 4.76%. Interest-only payments on the amounts disbursed under the note were to be paid monthly until October 10, 2013, at which time principal and interest payments began.

On February 10, 2017, the Company refinanced the note with First National Bank for the entire outstanding balance on that date. Under the amended terms, the interest rate is fixed at a rate equal to 3.50% per annum in excess of the Treasury Rate adjustable every five years. The entire unpaid balance of principal and accrued unpaid interest owing on the note will be due and payable on February 10, 2039.

Interest incurred related to the above loans totaled \$427,692 and \$431,787 for the years ended December 31, 2015 and 2014, respectively.

Scheduled principal payments on the note payable are as follows:

	Amount
	\$
2016	201,288
2017	171,240
2018	144,171
2019	152,213
2020	160,703
Thereafter	7,897,337
	8,726,952

3 Leases

The Company subleases the Project land from Sooner Town Center, LLC (STC), a related party, which leases the land from the City. The lease commenced on July 19, 2012, with rent commencement on October 31, 2012. The lease expires on October 31, 2062, with a five-year renewal option. The monthly rent amount increases by 10% on the 10th anniversary of the commencement date, and every five years thereafter.

Straight-line rental expense totaled \$65,609 for the years ended December 31, 2015 and 2014. Rent expense related to this lease incurred and unpaid totaled \$41,218 and \$20,609 as of December 31, 2015 and 2014, respectively, and is included in accounts payable and accrued expenses on the accompanying balance sheet.

Future minimum rent payments for the original term are as follows:

	Amount
	\$
2016	45,000
2017	45,000
2018	45,000
2019	45,000
2020	45,000
Thereafter	2,912,882
	3,137,882

The Company also has a ground lease with the Midwest City Memorial Hospital Authority, an affiliated entity, which provides for participation rent equivalent to 50% of net cash flow as defined measured on a cumulative basis. Rent commenced on October 31, 2012, under this lease which expires on October 31, 2062, with a five-year renewal option. In addition to participation rent, starting one year after the commencement date, annual rent will be \$1. Participation rent is due and payable only to the extent that cumulative net cash flows are positive. Rent expense under this lease is \$105,345 for the year ended December 31, 2015. Due to negative cumulative net cash flows as of December 31, 2014, and with the concurrence of the parties to the lease, a participation rent credit was granted on unpaid participation rent in the amount of \$91,648 as of December 31, 2013, resulting in cancellation of the rent liability as of that date.

4 Related-party Transactions and Balances

Collett Management, LLC (Collett), an affiliated entity, provides leasing, development and brokerage services to the Company. The Company paid nominal amounts for various expense reimbursements to Collett for the years ended December 31, 2015 and 2014. Property management fees totaling \$47,091 and \$44,075 were paid to Collett for the years ended December 31, 2015 and 2014, respectively.

John S. Cheek, Inc. (Cheek), an affiliated entity, provides tax and accounting services to the Company. The Company paid \$4,375 and \$3,000 in fees to Cheek for the years ended December 31, 2015 and 2014, respectively.

The Company leases land from the City (see Note 3). Utility expenses paid to the City totaled \$7,579 and \$4,451 for the years ended December 31, 2015 and 2014, respectively.

Certain members guarantee the note payable.

5 Subsequent Events

The Company has analyzed its operations subsequent to December 31, 2015 through May 9, 2017, the date the financial statements were available to be issued.



Supplementary information



Schedule I – Net operating income

For the years ended December 31	2015	2014
	\$	\$
Rental revenues per audited financial statements	1,218,881	1,099,505
Adjustments to cash basis:		
Rent & CAM receivable	51,615	(51,852)
Unearned rent	18,579	46,082
Gross operating revenue (cash basis)	1,289,075	1,093,735
Total operating expenses	882,227	724,485
Adjustments for noncash expenses and expenses funded with loan proceeds		
Depreciation and amortization	(404,637)	(404,379)
Expenses paid with loan proceeds	-	63,605
Project costs in excess of loan	-	232,342
Participation rent, accrued or paid	(105,345)	91,648
Operating expenses	372,245	707,701
Net operating income	916,830	386,034



Schedule II – Debt service

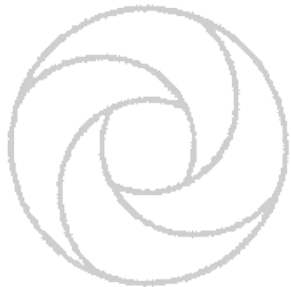
For the years ended December 31	2015	2014
	\$	\$
Debt service:		
Interest expense per audited financial statements	427,692	431,787
Net principal payments	187,393	178,599
Total debt service	615,085	610,386

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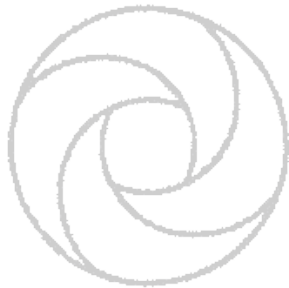
Schedule III – Net cash flow

For the years ended December 31	2015	2014
	\$	\$
Net operating income	916,830	386,034
Less - Debt service	(615,085)	(610,386)
Net cash flow, current year	301,745	(224,352)
Less - Cash Reserve	(50,000)	-
Less Distributions Paid	-	(50,000)
Less - 2013 Participation Rent Paid	-	(50,000)
Net cash flow, current year, after reserves and distributions	251,745	(324,352)
Cumulative net cash flow, beginning of year	(41,056)	283,296
Cumulative net cash flow, end of year	210,689	(41,056)
Participation rent factor	50%	50%
Participation rent (minimum of \$0)	105,345	-
Prior year accrued participation rent	-	141,648
Less - 2013 Participation Rent Paid	-	(50,000)
Net prior year accrued participation rent, cancelled in 2014 due to negative cumulative net cash flow	-	91,648
Participation rent credit due to negative end of year cumulative cash flow	-	(91,648)



Schedule IV – Subtenant rents

For the years ended December 31	2015	2014
	\$	\$
Tenant rents	1,289,073	1,093,735
Total rents (cash basis)	1,289,073	1,093,735





DISCUSSION ITEMS





Midwest City Memorial Hospital Authority

100 North Midwest Boulevard
Midwest City, Oklahoma 73110
(405) 739-1207 Fax (405) 739-1208 TDD (405) 739-1359
E-mail: ghenson@midwestcityok.org

J. Guy Henson
*General Manager/
Administrator*

Trustees

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

Board of Grantors

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

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: May 9, 2017

SUBJECT: Discussion and consideration of accepting the Hospital Authority Investment Performance Review for the period ending March 31, 2017 and action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.

Jim Garrels, President, Fiduciary Capital Advisors, will be present at the meeting to present the Performance Review. Any need to reallocate assets, change fund managers or make changes to the Investment Policy Guidelines and Objectives will be addressed at the meeting.

Action is at the discretion of the Authority.

J. Guy Henson
General Manager/Administrator

**MIDWEST CITY
MEMORIAL HOSPITAL AUTHORITY
INVESTMENT PERFORMANCE REVIEW
PERIODS ENDING
MARCH 31, 2017**

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
COMPOSITE VS. POLICY PORTFOLIO
PERIODS ENDING 3-31-17**

	QTR		YTD		1 Year		3 Years	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Total Fund Composite	5.53	24	5.53	24	13.33	39	6.79	22
Policy Portfolio*	4.61	40	4.61	40	11.18	62	5.93	36

	5 Years		10 Years		From 12-31-96		From 9-30-96	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Total Fund Composite	9.17	30	5.81	35	7.36	31	7.51	34
Policy Portfolio*	8.51	45	5.60	42	6.88	42	7.10	43

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

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

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
RETURN SUMMARY
PERCENTILE RANKS
PERIODS ENDING 3-31-17**

	QTR		YTD		1 Year		3 Years		5 Years		10 Years		From 12-31-96	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Vs. 100% Equity Universe														
Total Equity	6.57	27	6.57	27	18.06	45	9.86	14	13.01	22	6.94	50	7.43	67
Active - Equity	7.43	19	7.43	19	19.69	34	9.33	21	13.03	21	6.00	73	6.70	82
Passive - Equity	6.06	33	6.06	33	17.13	53	10.38	8	13.16	18	7.60	32	7.88	54
S&P 500	6.07	33	6.07	33	17.17	52	10.37	8	13.30	15	7.51	35	7.90	53
Vs. 100% Fixed Income Universe														
Total Fixed Income	0.87	58	0.87	58	0.29	82	2.64	30	2.37	46	4.33	31	5.25	21
Active - Fixed	0.95	52	0.95	52	0.11	85	2.55	33	2.36	46	4.54	26	5.40	17
Passive - Fixed	0.85	59	0.85	59	0.49	79	2.79	26	2.45	44	4.38	30	5.25	21
BC Aggregate	0.82	61	0.82	61	0.44	80	2.68	29	2.34	47	4.27	33	5.26	21
BC G/C	0.96	51	0.96	51	0.54	79	2.69	28	2.46	44	4.34	31	5.31	19
90 Day US T-Bill	0.12	98	0.12	98	0.34	81	0.15	95	0.11	95	0.61	98	2.17	99
Vs. 100% International Universe														
Total International	8.27	38	8.27	38	11.86	52	0.79	66	5.51	64	1.88	58	5.03	70
Active - International	10.53	13	10.53	13	12.30	47	1.50	55	5.20	71	2.70	46	5.48	61
Passive - International	7.28	64	7.28	64	11.85	52	0.60	69	5.96	56	1.19	71	4.64	76
MSCI-EAFE	7.25	65	7.25	65	11.67	53	0.50	70	5.83	58	1.05	74	4.48	79

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
RETURN SUMMARY
PERIODS ENDING 3-31-17**

	QTR		YTD		1 Year		3 Years		5 Years		10 Years		Fr 12-31-96	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Vs. 100% Equity Universe														
Growth Funds														
Harbor Capital Appreciation	10.64	4	10.64	4	15.83	65	10.17	10	*15.42	*10	(12/31/12)	--	--	--
T. Rowe Price New America	11.95	1	11.95	1	19.23	37	10.92	5	*15.76	*7	(12/31/12)	--	--	--
S&P 500	6.07	33	6.07	33	17.17	52	10.37	8	*15.03	*15	(12/31/12)	--	--	--
Vs. 100% Equity Universe														
Vanguard Mid Cap Growth	6.12	32	6.12	32	9.51	96	5.26	80	9.70	82	7.67	30	*8.65	*30 (12/03)
S&P 500	6.07	33	6.07	33	17.17	52	10.37	8	13.30	15	7.51	35	*8.07	*47 (12/03)
PrimeCap Odyssey Agg. Growth	8.87	11	8.87	11	25.68	8	12.31	1	*21.62	*1	(12/31/12)	--	--	--
S&P 500	6.07	33	6.07	33	17.17	52	10.37	8	*15.03	*15	(12/31/12)	--	--	--
Vs. 100% Equity Universe														
Value Funds														
Dodge & Cox Stock	4.97	49	4.97	49	28.58	3	9.44	20	15.24	2	*18.63	*4	(9/30/11)	--
S&P 500	6.07	33	6.07	33	17.17	52	10.37	8	13.30	15	*16.81	*21	(9/30/11)	--
Vanguard Equity Income	4.56	55	4.56	55	15.94	65	9.63	17	*14.18	*35	(12/31/12)	--	--	--
S&P 500	6.07	33	6.07	33	17.17	52	10.37	8	*15.03	*15	(12/31/12)	--	--	--
Vs. 100% Fixed Income Universe														
Active Fixed Income Composite	0.95	52	0.95	52	0.11	85	2.55	33	2.36	46	4.54	26	5.40	17
Vanguard Short Term Inv. Grade	0.83	60	0.83	60	1.88	54	1.94	52	2.14	52	*2.33	*53	(9/30/11)	--
Vanguard Short Term Treasury	0.28	94	0.28	94	0.21	83	0.89	82	0.73	84	*0.72	*89	(9/30/11)	--
BC Aggregate	0.82	61	0.82	61	0.44	80	2.68	29	2.34	47	*2.39	*52	(9/30/11)	--
Vanguard Int.Term Inv. Grade	1.31	30	1.31	30	1.58	59	3.35	14	3.50	22	5.23	12	*4.92	*15 (12/03)
BC Aggregate	0.82	61	0.82	61	0.44	80	2.68	29	2.34	47	4.27	33	*4.18	*33 (12/03)
Vanguard Int.Term Treasury	0.79	63	0.79	63	-1.32	97	2.26	42	1.68	62	4.44	28	*5.39	*22 (12/99)
Vanguard Long Term Treasury	1.65	18	1.65	18	-4.95	99	5.75	2	4.00	14	6.61	3	*7.27	*2 (12/99)
BC Aggregate	0.82	61	0.82	61	0.44	80	2.68	29	2.34	47	4.27	33	*5.18	*28 (12/99)
BC G/C	0.96	51	0.96	51	0.54	79	2.69	28	2.46	44	4.34	31	5.31	19
Average Fixed Income Fund	1.13	40	1.13	40	3.30	37	2.09	47	2.34	47	3.67	51	4.43	52
Vs. 100% International Universe														
International Funds Composite	10.53	13	10.53	13	12.30	47	1.50	55	5.20	71	2.70	46	5.48	
Vanguard International Growth	12.67	6	12.67	6	17.10	15	2.80	40	6.96	42	3.50	34	5.88	
MFS International	8.04	43	8.04	43	9.20	75	2.13	48	4.66	81	3.25	38	*5.72	*29 (9/05)
MSCI-EAFE	7.25	65	7.25	65	11.67	53	0.50	70	5.83	58	1.05	74	*3.71	*70 (9/05)
Harbor International Inst.	8.71	32	8.71	32	8.44	80	-1.12	88	3.81	89.00	*4.79	*66	(9/30/08)	--
MSCI-EAFE	7.25	65	7.25	65	11.67	53	0.50	70	5.83	58	*4.63	*69	(9/30/08)	--
MSCI-EAFE	7.25	65	7.25	65	11.67	53	0.50	70	5.83	58	1.05	74	4.48	
Average International Fund	8.13	41	8.13	41	12.36	47	2.27	46	6.54	46	2.52	48	6.01	

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
RETURN SUMMARY
PERIODS ENDING 3-31-17
UNIVERSES BETA ADJUSTED

	QTR		YTD		1 Year		3 Year		5 Year		10 Year		From 12-31-03	
	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Vs. 100% Large Cap Growth Universe (Hi-Beta)														
Harbor Capital Appreciation	10.64	30	10.64	30	15.83	56	10.17	27	*15.42	*21	(12/31/12)	--	--	--
Russell 1000 Growth	8.91	62	8.91	62	15.76	58	11.27	11	*15.73	*16	(12/31/12)	--	--	--
Average Large Cap Growth	7.90	71	7.90	71	14.89	72	8.18	57	*13.42	*65	(12/31/12)	--	--	--
Vs. 100% Large Cap Growth Universe (Hi-Beta)														
T. Rowe Price New America	11.95	11	11.95	11	19.23	21	10.92	15	*15.76	*15	(12/31/12)	--	--	--
Russell 1000 Growth	8.91	62	8.91	62	15.76	58	11.27	11	*15.73	*16	(12/31/12)	--	--	--
Average Large Cap Growth	7.90	71	7.90	71	14.89	72	8.18	57	*13.42	*65	(12/31/12)	--	--	--
Vs. 100% Mid Cap Growth Universe (Mid-Beta)														
Vanguard Mid Cap Growth	6.12	31	6.12	31	9.51	99	5.26	70	9.70	77	7.67	54	*8.65	*62 (12/03)
Russell Mid Growth	6.89	18	6.89	18	14.07	91	7.88	25	11.95	46	8.13	37	*9.31	*39 (12/03)
Average Mid Cap Growth	4.45	47	4.45	47	20.73	54	6.21	57	11.09	56	7.28	62	*8.57	*65 (12/03)
Vs. 100% Mid Cap Growth Universe (Hi-Beta)														
PrimeCap Odyssey Agg. Growth	8.87	17	8.87	17	25.68	29	12.31	1	*21.62	*1	(12/31/12)	--	--	--
Russell Mid Growth	6.89	36	6.89	36	14.07	97	7.88	12	*13.92	*25	(12/31/12)	--	--	--
Average Mid Cap Growth	4.45	66	4.45	66	20.73	71	6.21	35	*12.79	*53	(12/31/12)	--	--	--
Vs. 100% Large Cap Value Universe (Hi-Beta)														
Dodge & Cox Stock	4.97	32	4.97	32	28.58	2	9.44	9	15.24	1	*18.63	*5	(9/30/11)	--
Russell 1000 Value	3.27	78	3.27	78	19.22	55	8.67	22	13.13	21	*16.61	*31	(9/30/11)	--
Average Large Cap Value	4.56	43	4.56	43	17.45	75	7.64	46	11.83	58	*15.39	*63	(9/30/11)	--
Vs. 100% Large Cap Value Universe (Lo-Beta)														
Vanguard Equity Income	4.56	37	4.56	37	15.94	42	9.63	11	*14.18	*22	(12/31/12)	--	--	--
Russell 1000 Value	3.27	70	3.27	70	19.22	9	8.67	25	*14.12	*23	(12/31/12)	--	--	--
Average Large Cap Value	4.56	37	4.56	37	17.45	22	7.64	50	*13.27	*41	(12/31/12)	--	--	--

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIODS ENDING 3-31-17**

MIDWEST CITY COMPOSITE VS. POLICY PORTFOLIO

	1 Year	3 Years	5 Years	10 Years	From 9-30-96
Alpha	0.63	0.23	0.17	0.06	0.10
Beta	1.27	1.08	1.05	1.02	1.00
R - squared	0.95	0.99	0.99	0.99	0.98
STD for Composite	3.32	6.34	6.74	12.29	11.83
STD for Policy Portfolio*	2.55	5.84	6.35	12.00	11.72

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

MIDWEST CITY COMPOSITE VS. S&P 500

	1 Year	3 Years	5 Years	10 Years	From 9-30-96
Alpha	-1.09	-0.92	-1.03	-0.59	-0.35
Beta	1.13	0.89	0.80	0.75	0.70
R - squared	0.78	0.93	0.92	0.96	0.95
STD for Composite	3.32	6.34	6.74	12.29	11.83
STD for S&P 500	2.59	6.85	7.98	16.18	16.58

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
ASSET ALLOCATION
PERIOD ENDED 3-31-17**

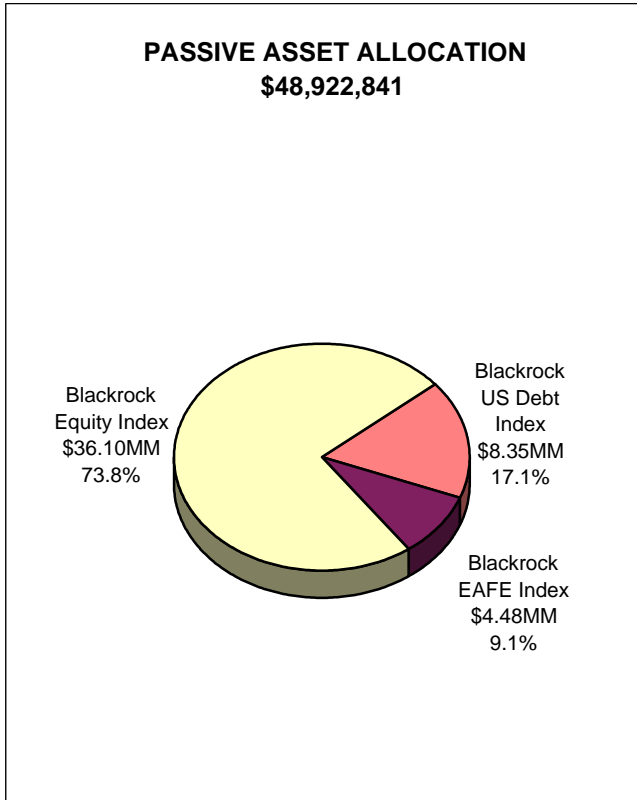
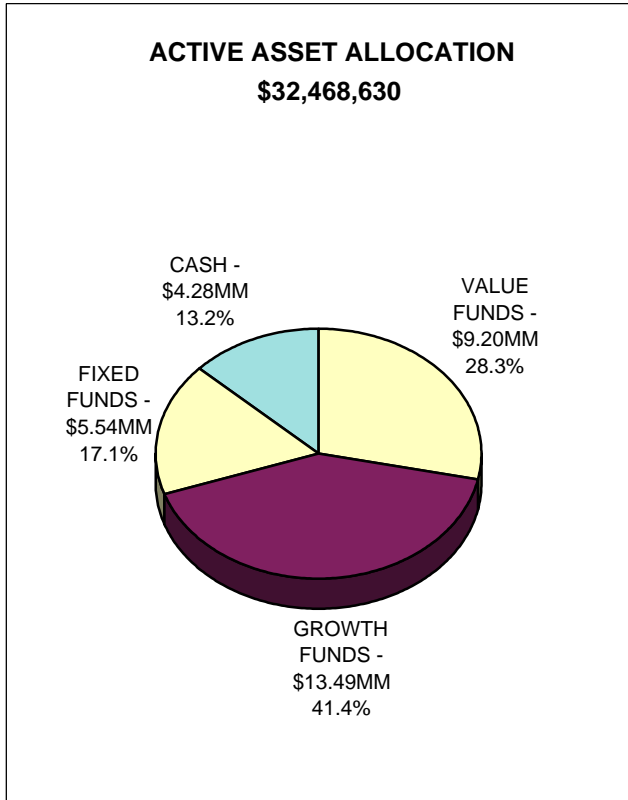
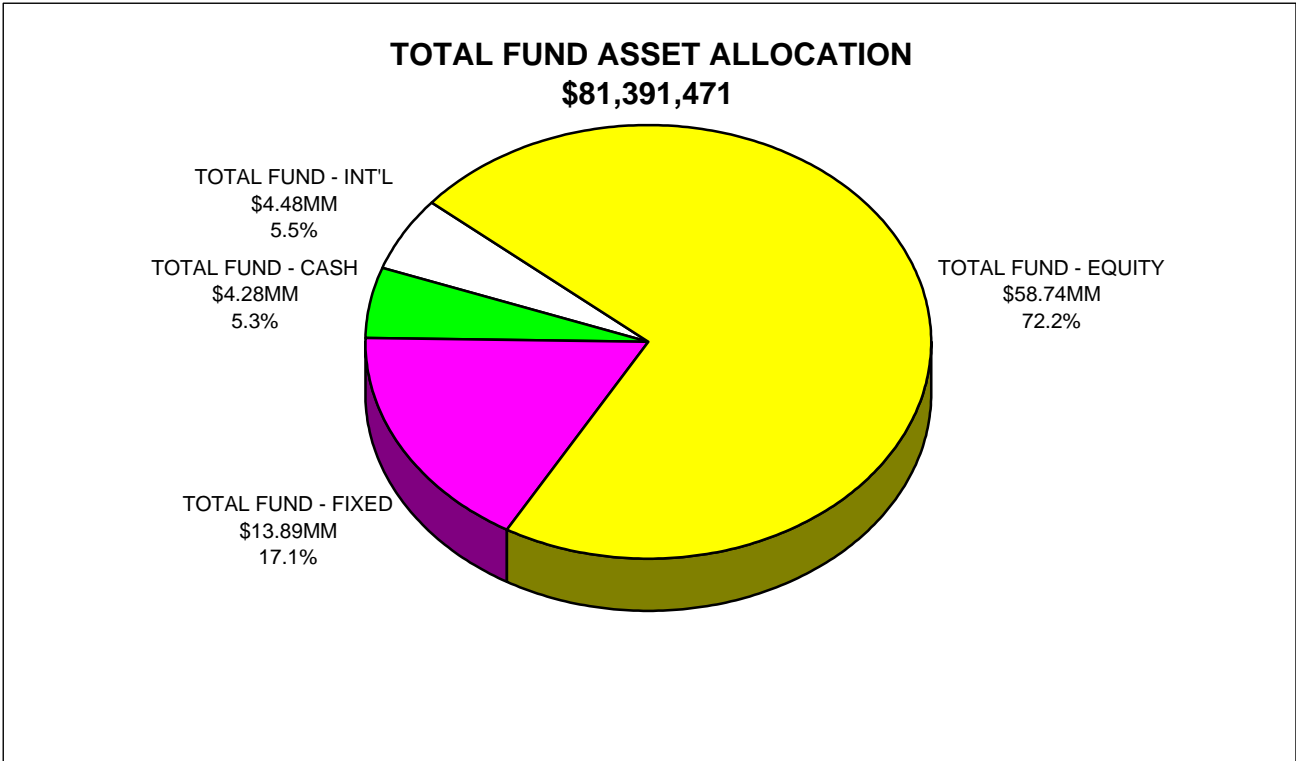
	Domestic Equity	Foreign Equity	US Bond	Cash	Total	Percent of Total	Target	Range
Blackrock Equity Index	36,097,878				36,097,878	44.4%		
Harbor Capital Appreciation	3,393,653				3,393,653	4.2%		
T. Rowe Price New America Gr.	2,976,119				2,976,119	3.7%		
Primecap Odyssey Agg Growth	4,075,148				4,075,148	5.0%		
Vanguard Mid Growth	3,003,499				3,003,499	3.7%		
Dodge & Cox Stock	5,025,434				5,025,434	6.2%		
Vanguard Equity Income	4,169,802				4,169,802	5.1%		
TOTAL US EQUITY	58,741,533				58,741,533	72.2%	70.0%	20.0 - 85.0%
Blackrock EAFE Index		4,475,973			4,475,973	5.5%		
Harbor Int'l Inst.		0			0	0.0%		
MFS International		0			0	0.0%		
Vanguard Int'l Growth		0			0	0.0%		
TOTAL INTERNATIONAL		4,475,973			4,475,973	5.5%	10.0%	2.5 - 30.0%
Blackrock US Debt Index			8,348,991		8,348,991	10.3%		
Vanguard Short Tm. Treas.			1,239,202		1,239,202	1.5%		
Vanguard Short Tm. Inv. Gr.			1,338,723		1,338,723	1.6%		
Vanguard Int. Tm. Treas.			539,269		539,269	0.7%		
Vanguard Int. Tm. Inv. Gr.			1,775,465		1,775,465	2.2%		
Vanguard Long Tm. Treas.			649,880		649,880	0.8%		
TOTAL US BOND			13,891,530		13,891,530	17.1%	20.0%	2.5 - 80.0%
TOTAL CASH				4,282,435	4,282,435	5.3%	0.0%	0.0 - 20.0%
TOTAL	58,741,533 72.2%	4,475,973 5.5%	13,891,530 17.1%	4,282,435 5.3%	81,391,471 100.0%		100.0%	

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIOD ENDED 3-31-17**

ALLOCATION CHANGE			
	December 31, 2016	March 31, 2017	Change
Domestic Equity	55,050,888	58,741,533	3,690,645
Foreign Equity	6,186,942	4,475,973	-1,710,969
Domestic Bond	13,773,291	13,891,530	118,239
Cash	2,128,686	4,282,435	2,153,749
TOTAL FUND	77,139,807	81,391,471	4,251,664

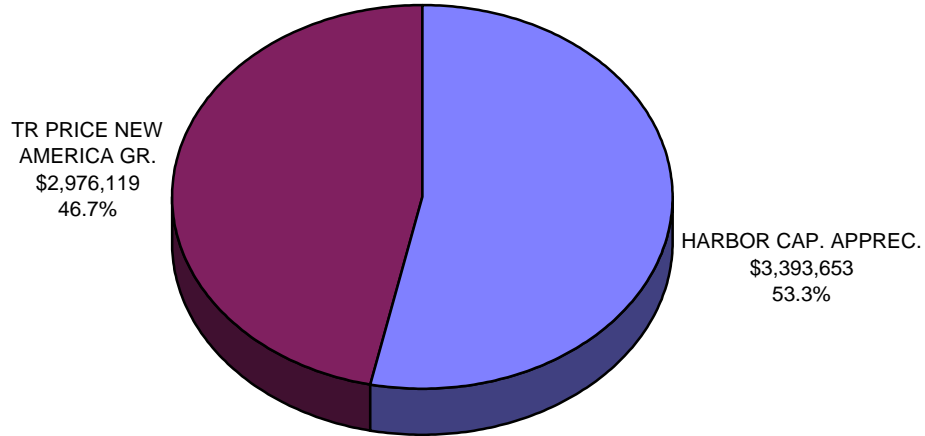
ACTUAL vs. POLICY PORTFOLIO			
	Actual Allocation	Policy Allocation	Allocation Range
Domestic Equity	72.2%	60.0%	20 - 85%
Foreign Equity	5.5%	10.0%	2.5 - 30%
Domestic Bond	17.1%	30.0%	2.5 - 80%
Cash	5.3%	0.0%	0 - 20%

**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
ASSET ALLOCATION
PERIOD ENDED 3-31-17**

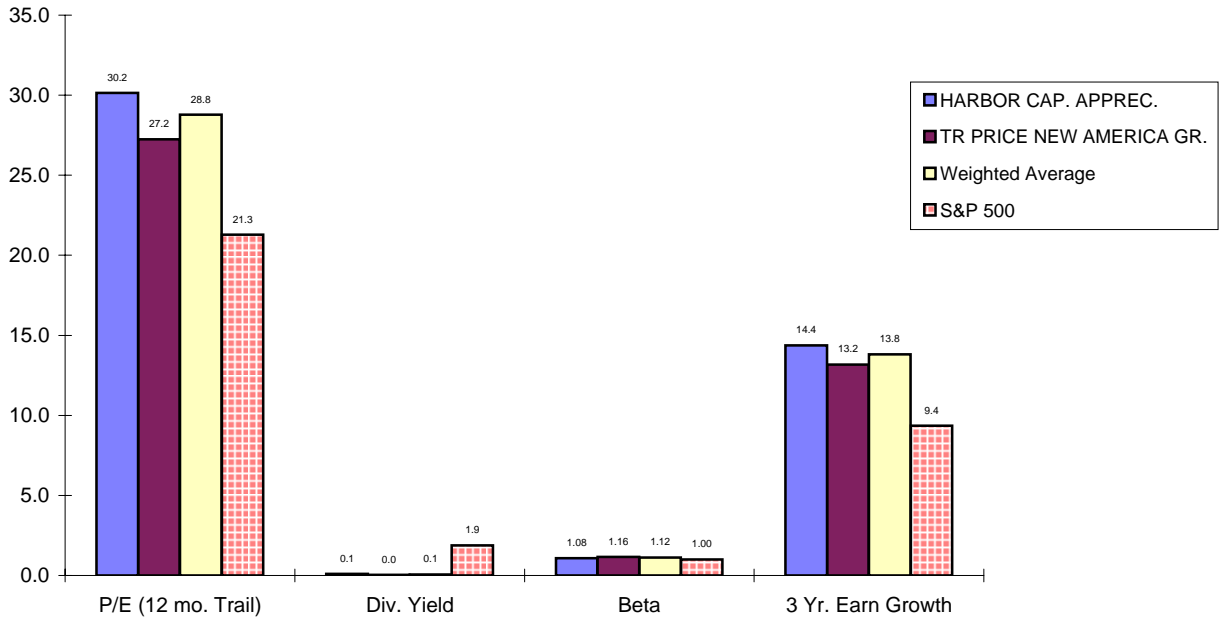


**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIOD ENDED 3-31-17**

**LARGE GROWTH FUNDS COMPOSITE ASSET ALLOCATION
\$6,369,772**

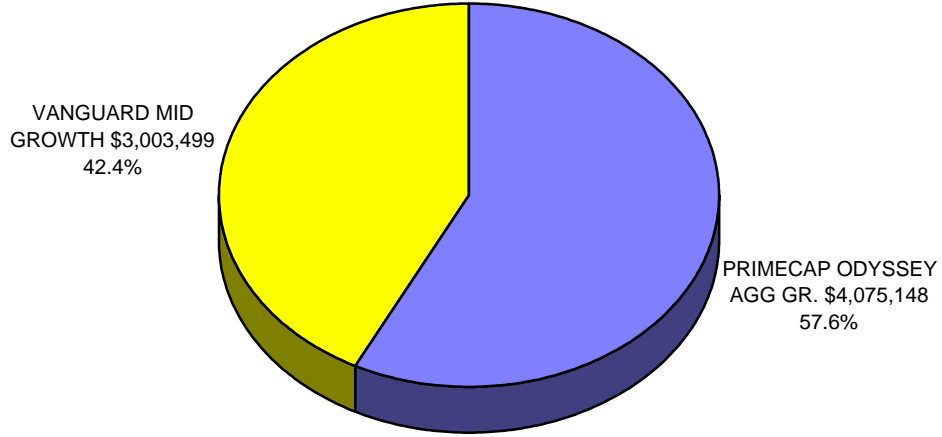


LARGE GROWTH EQUITY CHARACTERISTICS v. S&P 500

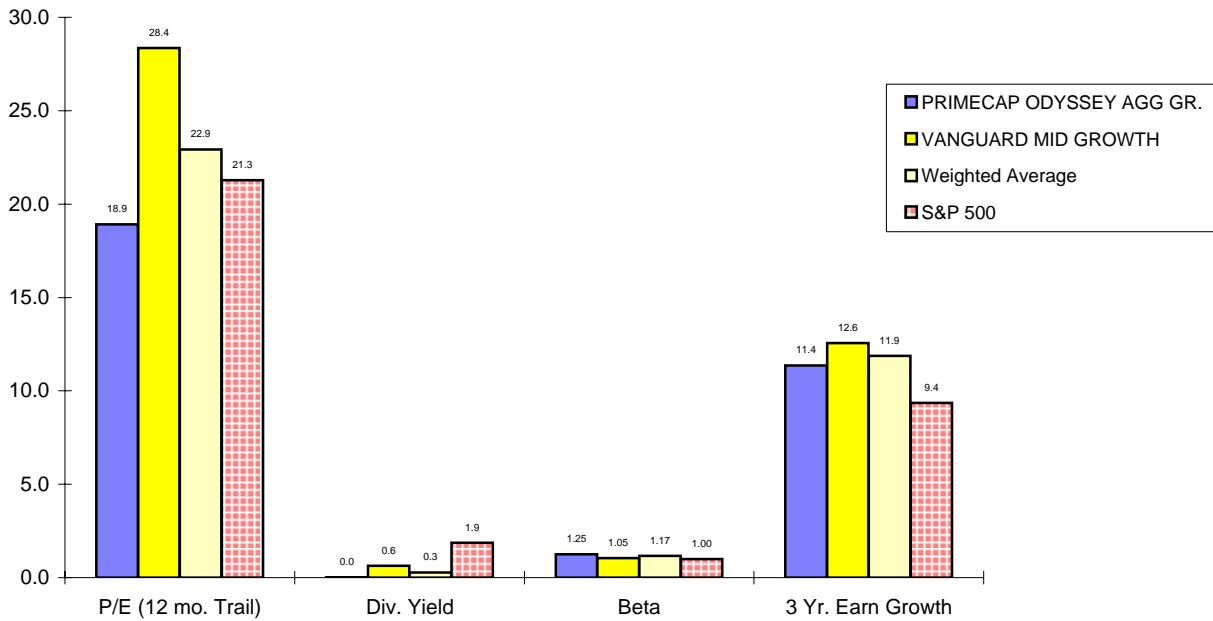


**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIODS ENDED 3-31-17**

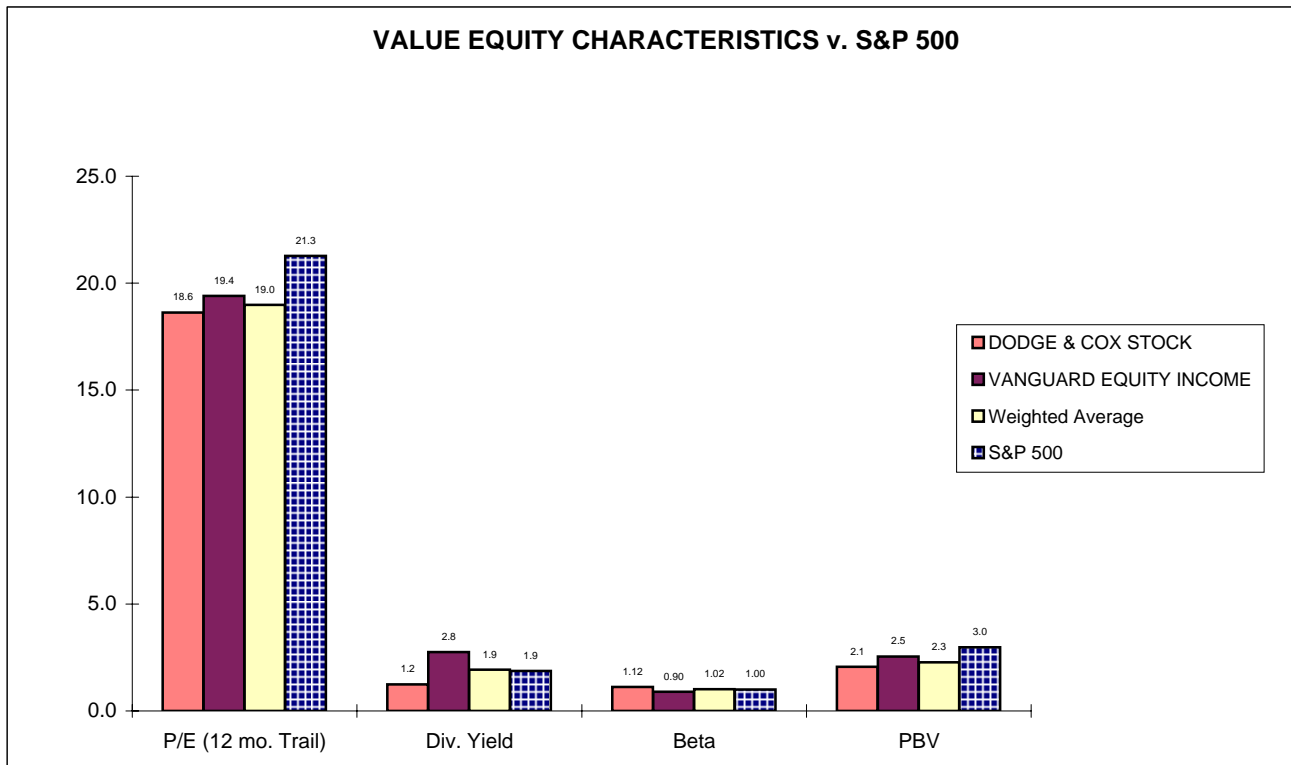
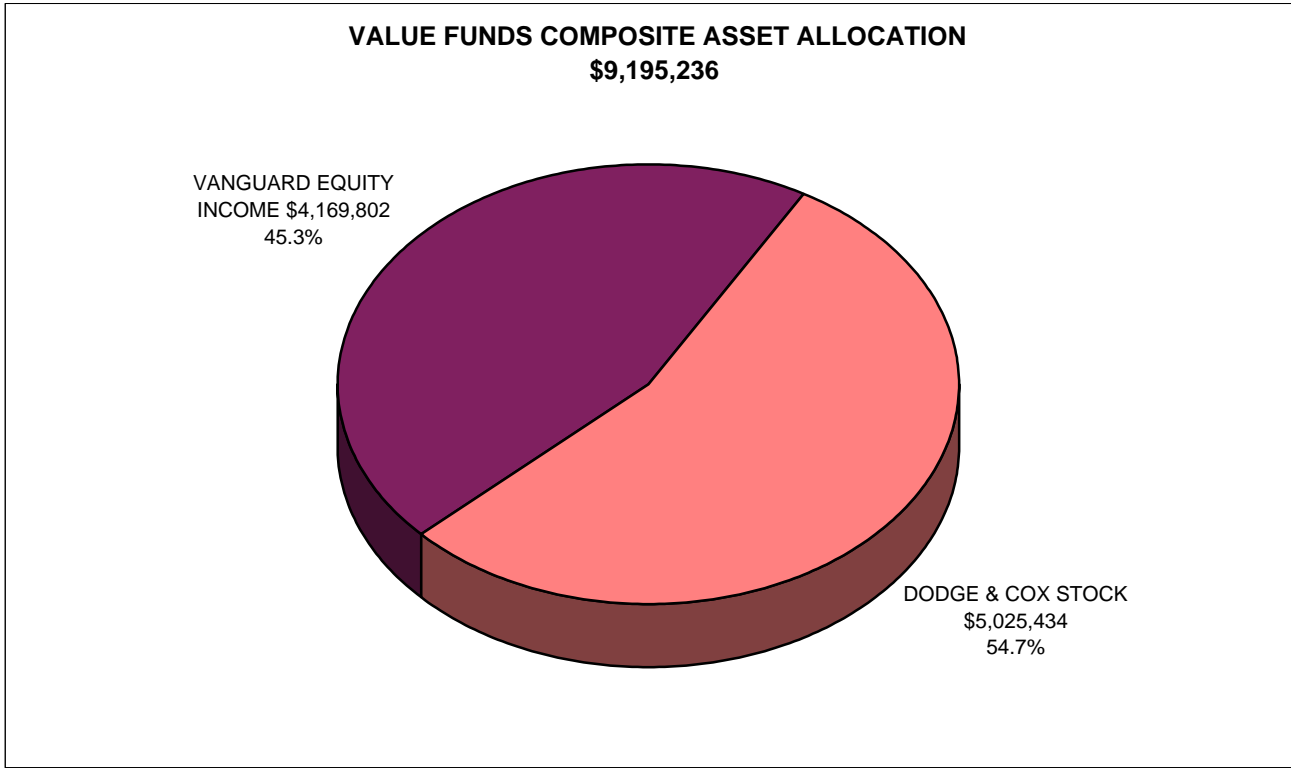
**MID GROWTH FUNDS COMPOSITE ASSET ALLOCATION
\$7,078,647**



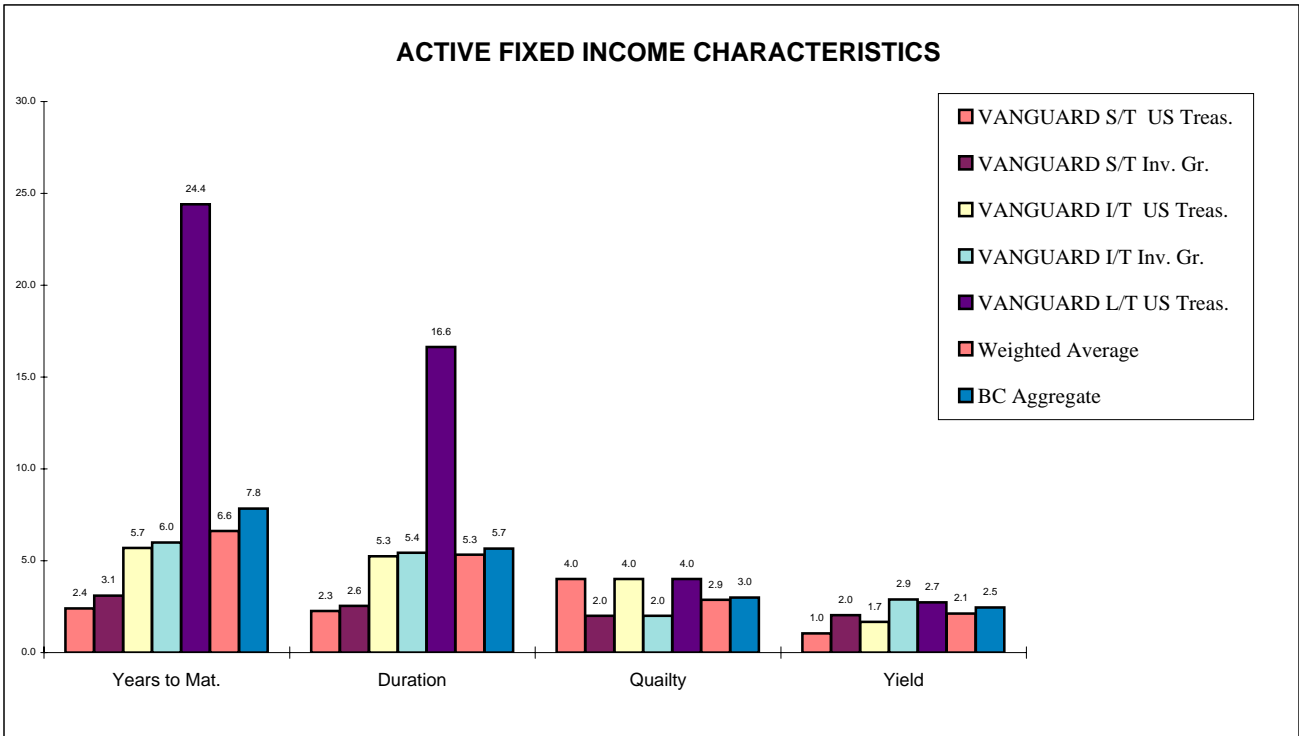
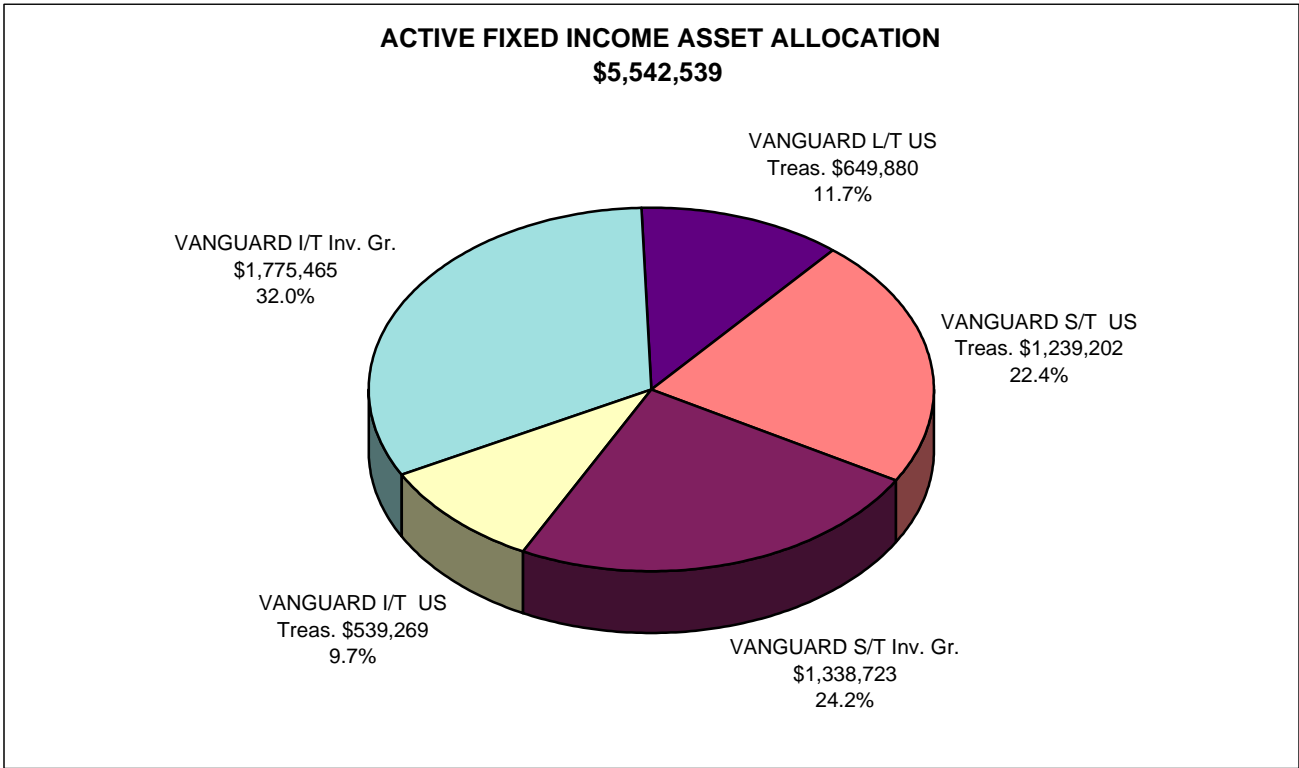
MID GROWTH EQUITY CHARACTERISTICS v. S&P 500



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIOD ENDED 3-31-17



**MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY
PERIOD ENDED 3-31-17**



Midwest City Memorial Hospital Authority

Market Value of Fund Plus Real Estate Investments

	Begin MV	Contributions	Gains/(Losses)	PERIOD Distributions For Real Estate Investments	PERIOD Real Estate Sales	Investment End of Period	% ROR	NET Distributions/Sales For Real Estate Investments	Total MV Including Real Estate
1996	0.00	40,000,000	1,894,724			41,894,724	5.00		41,894,724
1997	41,894,724	6,500,000	9,149,906			57,544,631	21.43		57,544,631
1998	57,544,631		10,313,934			67,858,566	17.96		67,858,566
1999	67,858,566		9,842,497	(892,504)		76,808,558	14.66	892,504	77,701,062
2000	76,808,558		1,255,636	(7,530,000)		70,534,196	1.61	8,422,504	78,956,700
2001	70,534,196		(3,474,570)	(17,000,001)	881,724	50,941,348	(4.96)	24,540,781	75,482,129
2002	50,941,348		(6,288,441)	(3,000,000)		41,645,681	(12.42)	27,540,781	69,186,462
2003	41,645,681		8,377,102	(7,000,000)	2,000,000	45,006,531	24.06	32,540,781	77,547,312
2004	45,006,531		5,328,106	(2,000,000)		48,318,461	12.32	34,540,781	82,859,242
2005	48,318,461		3,559,195	(27,212,736)	27,006,977	51,651,524	5.88	34,746,540	86,398,063
2006	51,651,524		7,786,194			59,433,416	15.11	34,746,540	94,179,956
2007	59,433,416		4,280,658	(3,300,000)		60,414,074	7.30	38,046,540	98,460,614
2008	60,414,074		(17,021,674)			43,392,400	(28.12)	38,046,540	81,438,940
2009	43,392,400		8,759,495			52,151,895	21.30	38,046,540	90,198,435
2010	52,151,895		6,528,733	(1,800,000)		56,880,628	9.32	39,846,540	96,727,168
2011	56,880,628		(1,072,322)			55,808,306	(1.79)	39,846,540	95,654,846
2012	55,808,306		7,553,650			63,361,956	13.60	39,846,540	103,208,496
2013	63,361,956		13,845,096			77,207,052	21.94	39,846,540	117,053,592
2014	77,207,052		5,844,036	(5,650,000)		77,401,088	8.46	45,496,540	122,897,628
2015	77,401,088		(143,659)			77,257,429	(0.12)	45,496,540	122,753,969
2016	77,257,429		5,782,378	(5,900,000)		77,139,807	7.84	51,396,540	128,536,347
1q17	77,139,807		4,251,664			81,391,471	5.53	51,396,540	132,788,011
TOTAL		46,500,000	86,352,338	(81,285,240)	29,888,701	81,391,471		51,396,540	132,788,011

9/30/96
INCEPTION
ROR: 7.51%



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: J. Guy Henson, General Manager/Administrator

DATE: May 9, 2017

SUBJECT: Discussion of the refinancing of the Town Center Redevelopment Project.

Bob Stearns of Sooner Investment, LLC, will be present to share information regarding the need for refinancing and alternatives approaches.

J. Guy Henson
General Manager/Administrator



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSION





Midwest City Memorial Hospital Authority

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MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: May 9, 2017

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

Appropriate information will be provided in executive session.

J. Guy Henson
General Manager/Administrator