



MIDWEST CITY  
MEETING AGENDAS FOR  
April 11, 2017

**STAFF BRIEFING**

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

April 11, 2017 – 6:00 PM

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

**DISCUSSION.**

Clarification of agenda items, handouts, and presentation of new or additional information for items on the agendas for the City Council, Municipal Authority, Hospital Authority, and Economic Development Commission for April 11, 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

April 11, 2017 – 7:00 PM

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation - Public Works Director, Vaughn Sullivan
- Pledge of Allegiance - JROTC Cadet Sharell Frazier
- Community-related Announcements
- Mayoral Proclamations:
  - GIS Day - April 11<sup>th</sup>
  - Jarman Middle School Academic Team Day - April 12<sup>th</sup>
  - 9-1-1 Telecommunicators Week - April 9-15, 2017
  - Arbor Week - April 16-22, 2017

C. CONSENT AGENDA. These items are placed on the Consent Agenda so the Council members, by unanimous consent, can approve routine agenda items by one motion. If any item does not meet with approval of all Council members, or members of the audience wish to discuss an item, that item will be removed and heard in regular order.

1. Discussion and consideration of approving the minutes of the March 28, 2017 staff briefing and regular meeting, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: Reimbursed Projects Fund, revenue/Inter-governmental (06) \$20,000; expenses/Park & Rec (06) \$20,000. Fire Capitalization Fund, revenue/Transfers In (00) \$2,190; expenses/Fire (62) \$2,190. Police Capitalization Fund, revenue/Miscellaneous (00) \$2,906; expenses/Police (62) \$2,906. Police Fund, revenue/Miscellaneous (00) \$1,094; expenses/Police (62) \$1,094. Fire Fund, revenue/Miscellaneous (00) \$1,220; expenses/Fire (62) \$1,220. (Finance - C. Barron)
3. Discussion and consideration of 1) accepting maintenance bonds from TJ Campbell Construction Company Inc. in the amount of \$280,323.00; and 2) accepting maintenance bonds from D & D Utilities, LLC in the amount of \$4,780.00 and \$8,220.00, respectively. (Community Development - P. Menefee)
4. Discussion and consideration of accepting a \$24,000 Trails Wayfinding Signage Grant from the Oklahoma City Community Foundation and its Parks and Public Space Initiative. (Community Development - B. Harless)
5. Discussion and consideration of renewing the contract for On-Site Turnkey Vehicle and Equipment Part Operation for FY 2017-2018 with O'Reilly Auto Parts. (City Manager - T. Lyon).

6. Discussion and consideration of reappointing Mr. Wade Moore to the Economic Development Advisory Committee for a full three year term. (City Manager - G. Henson)
7. Discussion and consideration of declaring various obsolete equipment of city property on the attached list as surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary. (City Clerk - Hancock)
8. Discussion and consideration of 1) declaring various computer equipment obsolete items of city property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid. (Information Technology - R. Rushing)

D. DISCUSSION ITEMS.

1. Discussion and consideration of amending Chapter 28, Article IV, Section 28-57(B), Definition of Petit Larceny, by increasing the amount from \$500.00 to \$1,000.00; and providing for repealer and severability. (This item was listed under further information at the March 28, 2017 Council meeting.) (Police - B. Clabes)
2. Discussion and consideration of passing and approving an ordinance amending Chapter 37, Streets and Sidewalks, of the Midwest City Code, by amending Article II, Public Courtesy Benches, Section 37-16 Compliance and Section 37-17 Defined; and providing for repealer and severability. (Grants Management - T. Craft) (This item was presented under Further Information on the March 28, 2017 meeting.)
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. (City Manager - G. Henson)
4. 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. (City Manager - G. Henson)

5. Discussion and consideration of appointing a replacement for Mr. Glenn Goldschlager for a three-year term to the Midwest City Tree Board. (This item was continued from the March 28, 2017 meeting.) (Public Works - V. Sullivan)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. EXECUTIVE SESSION.

1. Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Laura Henry Workers Compensation Case No. MWC14-681, and (2) in open session, authorizing the city manager to take action as appropriate based on the discussion in executive session (City Manager - T. Lyon).

G. ADJOURNMENT.



CONSENT AGENDA



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

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

March 28, 2017 – 6:00 p.m.

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Mayor Matt Dukes; Councilmembers Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

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

**DISCUSSION.** Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for March 28, 2017. Fire Chief Bert Norton announced that Doug Beabout made Assistant Fire Chief and will begin his new duties on April 5, 2017. Councilmember Eads and Public Works Director Vaughn Sullivan made community related announcements. 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 6:56 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

March 28, 2017 – 7:00 p.m.

This regular meeting was held in the Midwest City Council Chambers at City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Mayor Matt Dukes; Councilmembers Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and City Clerk Sara Hancock. Absent: none.

Mayor Dukes called the meeting to order at 7:06 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 Reed. The Mayor, City Manager, Guy Henson, and Councilmember Eads made community-related comments and announcements.

**Consent Agenda.** Motion was made by Dawkins, seconded by Reed, to approve the items on the Consent Agenda except item 5, as submitted.

1. Discussion and consideration of approving the minutes of the March 14, 2017 staff briefing and regular meeting, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: Reimbursed Projects Fund, revenue/Inter- governmental (05) \$18,500; expenses/Community Development (05) \$18,500; revenue/Intergovernmental (64) \$9,790; expenses/Fire (64) \$9,790; revenue/Intergovernmental (06) \$26,000; expenses/Park & Rec (06) \$26,000. Special Police Projects Fund, revenue/Miscellaneous (00) \$25,000; expenses/Police (62) \$1,226.
3. Discussion and consideration of accepting the City Manager's Report for the month of February 2017.
4. Discussion and consideration of accepting the monthly report on the City of Midwest City Employees' Health Benefits Plan by the City Manager and action as deemed necessary by the Council to maintain the plan.
5. **Discussion and consideration of narrowing the Blue Cross and Blue Shield (BCBS) networks from Blue Options and Blue preferred to only offering the Blue Preferred network, and establishing the health premiums for the fiscal year 2017/2018 in the amounts necessary for the Employee Health Plan to be actuarially sound and to cover the projected expenditures, and the adoption of Plan language as recommended by the Employee Life and Health committee.** After discussion, Dawkins made a motion to approve the item except for the Proton Therapy recommendation section, seconded by Reed. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.



6. Discussion and consideration of naming Mrs. Catherine Wilson, Human Resources Director as Lead Negotiator, Police Chief Brandon Clabes, Mr. Sivily Manisy, Human Resources Officer as the City's representative bargaining team working with the City Manager for the purposes of collective bargaining under the provisions of the Oklahoma Fire and Police Arbitration Act (FPAA) for the Fiscal Year (FY) 2017/2018 successor Collective Bargaining Agreement between the City of Midwest City and the Fraternal Order of Police Lodge 127.
7. Discussion and consideration of entering into and approving an amendment to the Agreement for Professional Engineering Services with Garver, LLC in the amount of \$16,300 for the preparation of engineered construction plans for the relocation of the City's existing waterlines located at Sooner Road and Interstate 40.
8. Discussion and consideration of entering into a joint use agreement and cooperative construction and maintenance agreement and Resolution 2017-11 for the Federal-Aid Project Number TAP-255D(329)AG, State Job Number 31436(04), with the Oklahoma Department of Transportation for the upcoming S.E. 29th Street Trail from Sooner Road to Air Depot Boulevard.
9. Discussion and consideration of accepting a grant of Permanent Easement from Packing House Investments, L.L.C., across a certain tract of land within the corporate boundaries of Midwest City in the Southwest Quarter (SW/4) of Section Ten (10), Township Eleven (11) North, Range One (1) West, of the Indian Meridian, Oklahoma County, Oklahoma.
10. Discussion and consideration of accepting a Permanent Grant of Easement from the Department of the Air Force for the construction of the proposed S.E. 29th Street road improvements from Midwest Boulevard to Douglas Boulevard. The easement, dedicated from the Department of the Air Force, is located in the South Half of Section Eleven (11), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma.
11. Discussion and consideration of accepting an Easement Grant for Sanitary Sewer from Yes Exp L.L.C. The easement was previously submitted to the Mayor and Council and recommended for approval on March 11, 2014. However, the easement was not signed by the Mayor at that time. The easement is outside the corporate city limits in the Southeast Quarter (SE/4) of Section 10, T 11N R 1W, I.M. Oklahoma County, Oklahoma.
12. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055170085 from the State Department of Environmental Quality for the Forest Glen North Addition, Section 3, Sewer Line Extension, Midwest City, Oklahoma.
13. Discussion and consideration of entering into maintenance contract with R. K. Black, Inc. for a new Kyocera Ecosys FS-6525 copier with purchase price of \$1,876.82 and maintenance at \$12.00 a month for 1,000 pages with overage billed at \$0.012 per page.
14. Discussion and consideration of naming the entire trail system located throughout Midwest City the "Spirit Trail System."

15. Discussion and consideration of naming the multipurpose non-motorized off road trail, located in the Soldier Creek Industrial Park (SCIP) at 7250 N.E. 23rd Street, the “SCIP Multipurpose Trail.”
16. Discussion and consideration of adopting SCIP Multipurpose Trail rules.
17. Discussion and consideration of declaring a 1980 Ford Boardman fire department pumper truck, unit number 07-3-11, surplus and authorizing its disposal by public auction or sealed bid.

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

### **Discussion Items.**

1. **Discussion and consideration of a Public Hearing to provide interested persons an opportunity to be heard, pursuant to Title 62, Section 859 of the Oklahoma Statutes regarding the establishment of “Increment District Number Two, City of Midwest City, Oklahoma” and regarding a Request By Sooner Investment (“Sooner”) for development financing assistance In Connection with Sooner’s Proposal to expand the Sooner Rose Shopping Center to include approximately 160,000 square feet of restaurant, entertainment and retail space, and regarding a request by Warren Theatres, LLC (“Warren Theatres”) for development financing assistance in connection with Warren Theatres’ Proposal to develop, construct and operate a ten (10) screen movie theater with the Sooner Rose Shopping Center. (Presentation By Dan McMahan, Representing the City of Midwest City, OK.)** Mr. Edward Graham, 3605 Bella Vista Dr., and Mr. Charles Thompson, 10400 NE 4<sup>th</sup> St, both spoke with the Council. No action was taken on this item.
2. **(PC-1894) Public hearing with discussion and consideration of an ordinance to redistrict from R-6, Single Family Detached Residential to SPUD, Simplified Planned Unit Development, for the property described as Lot 36 of Block 3 of the Harr Julian Replat, located at 401 W. Douglas Drive.** Mr. Chris Mudd, 401 W. Douglas Drive, requested a two week continuance. He and Darren White, 404 W. Douglas Dr., and Teresa Choate, 407 W. Douglas Dr. spoke with the Council. After discussion a motion was made by Reed, seconded by Byrne, to deny the continuance and the ordinance. Voting aye: Byrne, Dawkins, Reed, Moore, and Mayor Dukes. Nay: none. Abstain: Eads, and Allen. Absent: none. Motion carried.
3. **(MP-11) Public hearing with discussion and consideration of approval of the Eastgate Minor Plat described as a part of the SW/4 of Section 26, T-12-N, R-2-W, located on the northeast corner of NE 10th Street and N. Midwest Blvd.** A motion was made by Dawkins, seconded by Byrne, to approve the plat, as submitted. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
4. **Public hearing with discussion and consideration of a resolution declaring the structure located at 9700 NE 23RD STREET a public nuisance as defined in subsection 27-3 (18) of the Municipal Code and setting dates to demolish and remove the structure from the site.** A motion was made by Eads, seconded by Dawkins, to approve Resolution 2017-13, as submitted. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

5. **Public hearing with discussion and consideration of a resolution declaring the structures located at 816 SOUTH WESTMINSTER ROAD, a public nuisance as defined in subsection 27-3 (18) of the Municipal Code and setting dates to demolish and remove the structures from the site.** A motion was made by Eads, seconded by Allen, to approve Resolution 2017-12, as submitted. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
6. **Discussion and consideration of receiving the Heritage Park Mall Market Study and Redevelopment Plan. (Presentation By Jason Claunch, Catalyst Commercial, Dallas, TX)** Economic Development Director, Robert Coleman, Mr. Jason Claunch, and Mr. Joe Marsh, 303 Draper Dr., Desiree Scott, 2108 Turner Dr., Bob Toney, 116 W. Ridgewood Dr., and Mr. Ahmed Bahreini, 6777 E. Reno Ave., spoke with the Council. After much discussion, a motion was made by Byrne, seconded by Allen, to accept the report, as submitted. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
7. **Discussion and consideration of amending Section 24.142.1 of Article IV, Chapter 24, Mandatory Child Restraint Use, providing for changes in ages and manner of restraint, adding exceptions to the use of child restraints, adding provisions regarding civil suits, protecting technicians from liability and providing that fines go to the Department of Public Safety; and providing for repealer and severability. (This item was listed under Further Information at the March 14, 2017 Council meeting.)** A motion was made by Dawkins, seconded by Eads, to approve Ordinance 3291, as submitted. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
8. **Discussion and consideration of appointing a replacement on the Planning Commission to fill the unexpired term of Turner Mann.** A motion was made by Eads, seconded by Reed, appoint Mr. James Smith, 941 Rulane Dr. to the Planning Commission. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: Moore. Absent: none. Motion carried.
9. **Discussion and consideration of appointing a replacement for Mr. Glenn Goldschlager for three-year terms to the Midwest City Tree Board.** A motion was made by Dawkins, seconded by Eads, to continue the replacement appointment until the April 11, 2017 Council meeting. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.
10. **Discussion and consideration of an ordinance approving and adopting that a certain “Project Plan Relating to Increment District Number Two, City of Midwest City, Oklahoma (“Sooner Rose Increment District”); ratifying and confirming actions, recommendations and findings of the Midwest City Local Development Act Review Committee; establishing “Increment District Number Two, City of Midwest City, Oklahoma”; designating and adopting the Project Area and Increment District boundaries; adopting certain findings; apportioning incremental ad valorem, sales and use tax revenues; creating the Sooner Rose Increment District Apportionment Fund; designating the Midwest City Memorial Hospital Authority (the “Authority”) as the public entity to carry out and administer the Project Plan and authorizing the Authority to make minor plan amendments; authorizing the Authority to issue Tax Apportionment bonds or notes; designating the City Manager/General Administrator of the Authority as the person in charge of the administration of the Project Plan; providing for severability; and containing other provisions relating thereto;**

**declaring an emergency; and containing other provisions relating thereto. (Presentation By Dan McMahan, Representing the City of Midwest City, OK.)**

A motion was made by Dawkins, seconded by Allen, to approve and pass Ordinance 3291 as submitted. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

A second motion was made by Eads, seconded by Dawkins, to pass the emergency clause of Ordinance 3291. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore, and Mayor Dukes. Nay: none. Absent: none. Motion carried.

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

**Adjournment.** There being no further business, Mayor Dukes adjourned the meeting at 8:26 p.m.

ATTEST:

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

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



# The City of MIDWEST CITY

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

## Memorandum

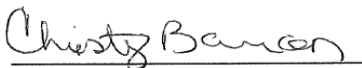
**TO:** Honorable Mayor and Council

**FROM:** Christy Barron, Finance Director

**DATE:** April 11, 2017

**Subject:** Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: Reimbursed Projects Fund, revenue/Intergovernmental (06) \$20,000; expenses/Park & Rec (06) \$20,000. Fire Capitalization Fund, revenue/Transfers In (00) \$2,190; expenses/Fire (62) \$2,190. Police Capitalization Fund, revenue/Miscellaneous (00) \$2,906; expenses/Police (62) \$2,906. Police Fund, revenue/Miscellaneous (00) \$1,094; expenses/Police (62) \$1,094. Fire Fund, revenue/Miscellaneous (00) \$1,220; expenses/Fire (62) \$1,220.

The first supplement is needed to budget Fiscal Year 2016-2017 Hospital Authority Grant awarded to Park & Recreation Department. The second supplement is needed to budget transfer from Fire Fund into Fire Capitalization Fund to reclass capital outlay item purchased through supplies account. The third and fourth supplements are needed to budget donation to be used to purchase 2 police bicycles, bicycle supplies and bicycle uniforms. The fifth supplement is needed to budget surplus property proceeds to be used to purchase steps for brush pumper trucks and radio installation for Fire Chief's truck.



Christy Barron  
Finance Director

## SUPPLEMENTS

**April 11, 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>
06	Intergovernmental	20,000			
06	Park & Rec			20,000	
		20,000	0	20,000	0

**Explanation:**  
Budget 2016-2017 Hospital Authority Grant for shuttle golf cars awarded to Park & Recreation Department.

Fund FIRE CAPITALIZATION (041)		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	2,190			
62	Fire			2,190	
		2,190	0	2,190	0

**Explanation:**  
Budget transfer in from Fire Fund to reclass capital outlay item purchased through supplies to capital outlay account.

Fund POLICE CAPITALIZATION (021)		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	2,906			
62	Police			2,906	
		2,906	0	2,906	0

**Explanation:**  
Budget police bicycle program donation to be used to purchase two police bicycles.

Fund POLICE (020)		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	1,094			
62	Police			1,094	
		1,094	0	1,094	0

**Explanation:**  
Budget remainder of police bicycle program donation to be used to purchase bike supplies and uniforms.

## SUPPLEMENTS

**April 11, 2017**

Fund FIRE (040)		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	1,220			
62	Fire			1,220	
		<u>1,220</u>	<u>0</u>	<u>1,220</u>	<u>0</u>

**Explanation:**  
Budget surplus property proceeds to be used to purchase steps for brush pumper trucks and radio installation for Fire Chief's truck.



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

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

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

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To: Honorable Mayor and Council

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

Date: April 11th, 2017

Subject: Discussion and consideration of 1) accepting maintenance bonds from TJ Campbell Construction Company Inc. in the amount of \$280,323.00; and 2) accepting maintenance bonds from D & D Utilities, LLC in the amount of \$4,780.00 and \$8,220.00, respectively.

The five year maintenance bond from TJ Campbell Construction Company Inc. is for the paving improvements installed in conjunction with the new residential development of Sundance Addition, Section 5 off of S.E. 15th Street.

The one year maintenance bonds from D & D Utilities, LLC is for the water line and sanitary sewer line improvements installed in conjunction with the new residential development of Sundance Addition, Section 5 off of S.E. 15th Street.

Staff recommends acceptance as this is consistent with past policy.

Patrick Menefee, P.E.  
City Engineer

Attachments





**MAINTENANCE BOND**

**Bond 674025744**

KNOW ALL BY THESE PRESENTS, That we, TJ Campbell Construction Company

as Principal, and Liberty Mutual Insurance Company

a corporation organized under the laws of the State of Massachusetts and duly authorized to do business in the State of Oklahoma, as Surety, are held and firmly bound unto City of Midwest City, 100 N. Midwest Boulevard, Midwest City, OK 73110

as Oblige, in the penal sum of Two Hundred Eighty Thousand Three Hundred Twenty-three Dollars And Zero Cents (\$280,323.00)

to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

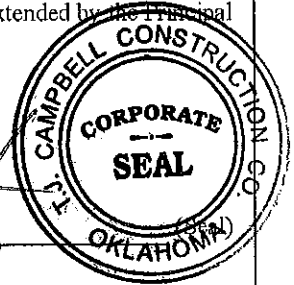
WHEREAS, the said Principal entered into a Contract with the Sundance Land Co., 1320 Porter Avenue, Norman, OK 73071 dated November 22nd, 2010 for Sundance Addition Section 5

WHEREAS, said Contract has been completed, and was approved on \_\_\_\_\_ day of \_\_\_\_\_,

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work will be free of any defective materials or workmanship which became apparent during the period of Five year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed and sealed this 3rd day of August, 2016

TJ Campbell Construction Company



(Seal)

(Seal)

Liberty Mutual Insurance Company

By Desiree E. Westmoreland Attorney-in-Fact



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7356926

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

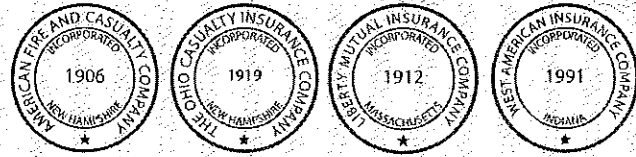
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bret S. Burton; David B. McKinney; Desiree E. Westmoreland; Kathleen A. Snyder; Tim H. Heffel; Timothy C. Smith

all of the city of Wichita, state of KS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of May, 2016



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 6th day of May, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

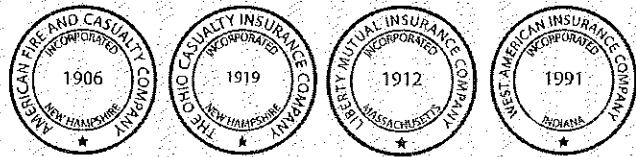
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3 day of August, 2016



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

Bond # CBB46677

KNOW ALL BY THESE PRESENTS that we, D & D Utilities, LLC, as Principal, and National 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 Four Thousand Seven Hundred Eighty and 00/100 dollars (\$4,780.00), such sum being not less than ten percent (10%) of the total contract price to construct or install Sundance Addition Section 5 - Water (the "Improvement"), for a period of One (1) years after acceptance of the Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Midwest City, OK, dated the 1st day of September, 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 17th day of October, 2016.

D & D Utilities, LLC
Principal

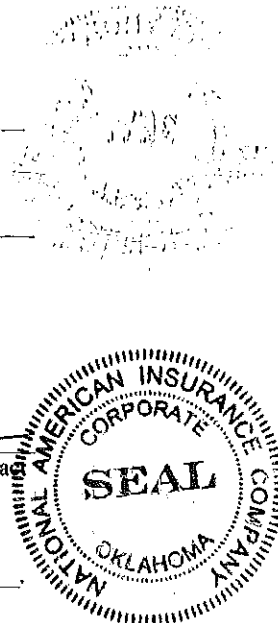
ATTEST:
Diana Plachemera
Secretary

BY: James L. Tyden

National American Insurance Company
Surety

ATTEST
Tina E. Switzer
Secretary

BY: Tina E. Switzer, 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

NATIONAL AMERICAN INSURANCE COMPANY  
CHANDLER, OKLAHOMA  
POWER OF ATTORNEY

Number: CBB0046877

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

TINA E. SWITZER

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The authority of said Attorney-in-fact to bind the company shall not exceed \$3,000,000 for any single bond.

And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



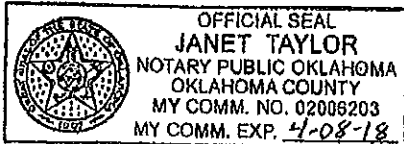
NATIONAL AMERICAN INSURANCE COMPANY

*W. Brent LaGere*

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA )  
COUNTY OF LINCOLN ) SS:

On this 2nd day of January, A.D. 2014, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



*Janet Taylor*

Notary Public  
My Commission Expires April 8, 2018  
Commission #02006203

STATE OF OKLAHOMA )  
COUNTY OF LINCOLN ) SS:

I, the undersigned, Assistant Secretary of the National American Insurance Company, Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.



day of October, 2014

*Joyce M. Seitz*

Joyce M. Seitz, Assistant Secretary



DEVELOPMENT - PAVING, WATER MAINS, STORM AND SANITARY SEWERS

MAINTENANCE BOND

Bond # CBB46878

KNOW ALL BY THESE PRESENTS that we, D & D Utilities, LLC, as Principal, and National 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 Eight Thousand Two Hundred Twenty and 00/100 dollars (\$8,220.00), such sum being not less than ten percent (10%) of the total contract price to construct or install Sundance Addition Section 5 - Sewer (the "Improvement"), for a period of One (1) years after acceptance of the Improvement by the City Council of the City of Midwest City (the "Maintenance Period"), for the payment of which, well and truly to be made, we, and each of us, bind ourselves, our heirs, executors and assigns, jointly and severally, firmly by these presents:

The conditions of this obligation are such that the Principal has by a certain contract between the Principal and Midwest City, OK, dated the 1st day of September, 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.

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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 17th day of October, 2016.

D & D Utilities, LLC
Principal

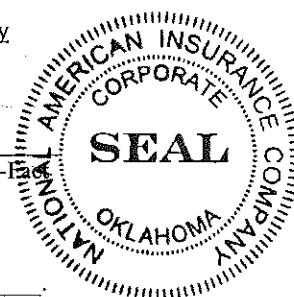
ATTEST:
Diana Plackemeier
Secretary

BY: James L. Tysken

National American Insurance Company
Surety

ATTEST:
Christa Hamill
Secretary

BY: Tina E. Switzer, 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

NATIONAL AMERICAN INSURANCE COMPANY  
CHANDLER, OKLAHOMA  
POWER OF ATTORNEY

Number: CBB0046878

DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

TINA E. SWITZER

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

The authority of said Attorney-in-fact to bind the company shall not exceed \$3,000,000 for any single bond.

And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



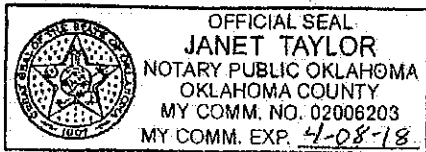
NATIONAL AMERICAN INSURANCE COMPANY

*W. Brent LaGere*

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA )  
COUNTY OF LINCOLN ) SS:

On this 2nd day of January, A.D. 2014, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



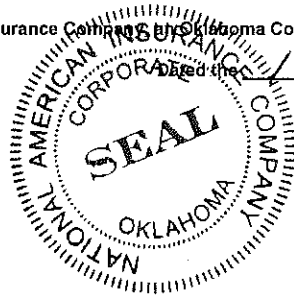
*Janet Taylor*

Notary Public  
My Commission Expires April 8, 2018  
Commission #02006203

STATE OF OKLAHOMA )  
COUNTY OF LINCOLN ) SS:

I, the undersigned, Assistant Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of Chandler.



Dated the 17th day of October, 2016

*Joyce M. Seitz*

Joyce M. Seitz, Assistant Secretary





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

Billy Harless, Community Development Director

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

---

**To:** Honorable Mayor and City Council  
**From:** Billy Harless, Community Development Director  
**Date:** April 11, 2017

**Subject:** Discussion and consideration of accepting a \$24,000 Trails Wayfinding Signage Grant from the Oklahoma City Community Foundation and its Parks and Public Space Initiative.

The City of Midwest City is pleased to announce it has received a grant of \$24,000.00 for trail wayfinding signage from the Oklahoma City Community Foundation and its Parks and Public Space Initiative. The grant will be presented by Brian Dougherty. The signage suite will consist of 7 trailhead signs, 10 directory signs, 10 wayfinding signs, 25 mile markers and 2 regional trail signs. The new signage will assist trail users with identifying trail access, length, connections and amenities along the trails. The focus of the grant will be to activate our existing trails network and heighten awareness of potential connections to a regional system.

Currently we have seven miles of paved trails. By 2019, we hope to have a total of 11 miles of trails built. Also, we recently added 4 miles of dirt trails for walking and mountain biking.

**Recommendation:** Staff recommends acceptance.

**Action Required:** Accept grant from the Oklahoma City Community Foundation for trails wayfinding signage.

---

Billy Harless, AICP  
Community Development Director

JS



OKLAHOMA CITY  
COMMUNITY FOUNDATION

*Helping you help the community*

February 20, 2017

Ms. Julie Shannon  
City of Midwest City  
100 N. Midwest Blvd.  
Midwest City, OK 73110

Dear Julie:

On behalf of the Board of Trustees of the Oklahoma City Community Foundation, I am pleased to inform you that the City of Midwest City has been awarded a Parks and Public Spaces Initiative Grant in the amount of \$24,000.00 for the 7 trailhead signs, 10 directory signs, 10 wayfinding signs, 25 mile markers and 2 master regional trails signs, per your proposal.

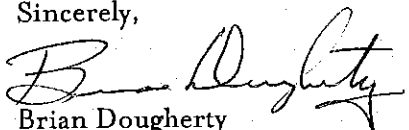
Enclosed is the Grant Agreement. Please read and review this agreement and its requirements. Please sign, make a photocopy for your files and return all three pages of the signed original Grant Agreement to Brian Dougherty who will serve as your Program Officer for this grant. Grant funds will be provided as outlined in the enclosed Grant Agreement form. Be sure to contact your Program Officer to determine the specifics of your grant and make sure all of your paperwork is completed and filed before starting the project. This includes the Escrow Agreement which must be signed and returned with your contract. *Reimbursements cannot be processed unless the signed forms are on file in our office and a pre-installation meeting with the program officer has been held.*

Please note the reporting process: 1) A midway report is due six months from the date of the grant award and 2) a final report due one year from the grant award date or when the project is complete. Additionally, your organization is responsible for contacting this office to schedule a site visit before submitting the final report. Reports and site visits are to be completed by the dates noted on the Grant Agreement.

You are required to schedule a grant presentation to your organization's Board of Directors and to publicize your grant from the Oklahoma City Community Foundation in your printed literature and on your web site. Please review your Grant Agreement carefully for more information.

We want to officially award you with your grant at your next meeting! Please contact me at 606-2908 to schedule your grant presentation and answer any questions you may have. We wish you the best of luck and look forward to working with you.

Sincerely,

  
Brian Dougherty  
Parks & Public Spaces Initiative





OKLAHOMA CITY  
COMMUNITY FOUNDATION  
*Helping you help the community*

P.O. Box 1146 • Oklahoma City, OK 73101 • 405/235-5603 • fax 405/235-5612  
www.occf.org

## GRANT AGREEMENT

- This Grant Agreement between City of Midwest City and the Oklahoma City Community Foundation outlines the proposed activities as defined in the grant application, the time frame for funded activities and reporting requirements.
- This Grant Agreement supersedes any previous communication regarding the grant proposal.
- Any requested changes to the Grant Agreement must be made in writing to your Program Officer and attached as an addendum to this agreement. A written confirmation of changes will be added to the agreement.
- Please review the requirements outlined below with your organization's board of directors/trustees and staff.
- To acknowledge this Grant Agreement and to accept the grant, **PLEASE SIGN AND MAIL THE ORIGINAL AGREEMENT TO PROGRAM OFFICER NOTED BELOW.**

Grantee: City of Midwest City

Program or Project Description: Signage System for Midwest City Trails

Amount of Grant: \$24,000

Grant Effective as of: 02/15/2017

Grant Ends: 02/15/2018

*Funding Schedule (funded project activities must begin with six months of above date. Grant funds will be available when the funded project activities begin or as outlined in Special Conditions below. Grantee must inform Program Officer before funded project activities begin and to schedule the check presentation.). Escrow funds will be available to pay for approved projects as portions of the project are completed or after it is completed in its entirety.*

**Special Conditions of the Grant: 7 trailhead signs, 10 directory signs, 10 wayfinding signs, 25 mile markers, and 2 master regional trails signs.**

Grant Coordinator/contact information: Brian Dougherty (b.dougherty@occf.org) or 405-606-2908

Reporting:

Mid-term report due by: 09/15/2017

Site visit by Program Officer in conjunction with *submission of the final report completed by: 03/15/2018*

*All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued hereunder.*

## GRANT REQUIREMENTS

### **I. PROMOTION OF PARKS AND PUBLIC SPACES/MARGARET ANNIS BOYS GRANT**

The grantee organization is strongly required to make public announcements about the grant and the project it is funding. Promotion of funded programs can benefit your organization, the Oklahoma City Community Foundation and other grant recipients by creating awareness. When publicizing the funded project, the grantee is required to acknowledge the Oklahoma City Community Foundation as a grant maker in all media communications, public announcements or printed/web-based materials. The following paragraph is appropriate to use when referring to the Oklahoma City Community Foundation:

“Founded in 1969, the Oklahoma City Community Foundation works with donors to create charitable funds that will benefit our community both now and in the future. A sample news release and media contacts is provided as a resource to assist in promoting the funded project.

- Contact your Program Officer to schedule the required formal grant check presentation to your directors/trustees.
- While you are required to promote the grant, Oklahoma City Community Foundation staff and trustees cannot accept gifts, plaques, awards, etc. We prefer the funds be utilized by your organization for programs and services.

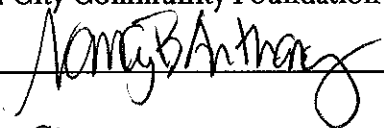
### **II. ACCOUNTING OF FUNDS**

- Expenses charged against this grant may not incur prior to grant approval date or subsequent to the noted termination date.
- Expenses can only be incurred as necessary to carry out the stated and agreed upon purpose and activities of the funded project. If this is not possible, you are required to notify your Program Officer as soon as possible.
- Delays in the agreed upon timing of the grant purpose must be communicated to the Program Officer in writing.

### **III. REPORTING**

- Grantee is required to submit a mid-term report on or before the date noted.
- Grantee is required to submit a Final Evaluation Report on or before the date noted. Please follow closely the enclosed Grant Evaluation Form instructions. This report will help both the grantee and the Oklahoma City Community Foundation realize the impact of the grant on the funded project.
- Grantee is responsible for keeping Program Officer informed of any changes to the funded project or any activities or events that may be of interest to attend and/or see.
- Grantee must notify the Foundation immediately of any change in (a) Grantee's legal or tax status, (b) Grantee's executive or key staff responsible for achieving the grant purposes, and (c) Grantee's ability to expend the grant for the intended purpose.
- The Grantee will return to the Foundation any unexpended funds or any portion of the grant that is not used for the purposes specified herein.

Agreed to by the Oklahoma City Community Foundation

Signed: \_\_\_\_\_  \_\_\_\_\_ Date: 2-21-2017

Agreed to by City of Midwest City

Agreement must be reviewed with City of Midwest City Board of Directors and/or Executive Committee

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

*Please make a photocopy of this agreement and return the signed original to the Oklahoma City Community Foundation in the envelope provided.*

*Approved by OCCF Trustees 2/15/2017*



OKLAHOMA CITY  
COMMUNITY FOUNDATION  
*Helping you help the community*

1000 N. Broadway Ave. / P.O. Box 1146 Oklahoma City, OK 73101-1146  
405/235-5603 fax 405/235-5612 [www.occf.org](http://www.occf.org) [info@occf.org](mailto:info@occf.org)

## ESCROW ACCOUNT AGREEMENT

I have read and understand the grant payment procedures and the grant expense report form as well as the requirements of the grant and agree to abide by all of the terms.

Signed: \_\_\_\_\_

Name (please print): \_\_\_\_\_

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

Name of Grantee Organization: \_\_\_\_\_

Contact Person Information (please print or type):

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

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### Internal Information

*Date Rec'd:* \_\_\_\_\_

*FundID:* \_\_\_\_\_

*Copy to Acctg:* \_\_\_\_\_



## INFORMATION TO ASSIST IN ANNOUNCING GRANTS

The Oklahoma City Community Foundation distributes a news release announcing all Parks and Public Space Initiative grants approved by the Trustees. As part of your Grant Agreement, you are required to promote your grant and the funded project. To assist you with this, we are providing local media contact information as well as a sample news release. If you have any questions, please do not hesitate to contact Cathy Nestlen, communications director, at 405/606-2913 or c.nestlen@occf.org.

Most media outlets (television, newspaper, magazine and radio) prefer to receive news releases via email. Below are the news release email addresses and the telephone numbers for various central Oklahoma media outlets. Once the news release has been sent, we recommend you contact the media outlet to ensure the news release was received. **NOTE: When emailing a release, it is recommended that the news release be part of the body of your email. Many media outlets will not open emails that contain attachments.**

You may also mail the news release directly to the media outlet. If you choose this method, it is important to send it to the appropriate person, either an assignment editor or the reporter who covers charitable organizations, community issues or your specific service area. Confirm the appropriate contact via a telephone call to the newsroom before mailing the news release.

### OKC METRO AREA NEWSPAPERS (DAILY & WEEKLY)

The Oklahoman	mshannon@opubco.com	405/475-3467
The Edmond Sun	news@edmondsun.com	405/341-2121
Edmond Life & Leisure	news@edmondpaper.com	405/340-3311
The Tribune (Bethany)	news@bethanytribune.net	405/789-1962
The Journal Record	news@journalrecord.com	405/235-3100
The Oklahoma Gazette	jchancellor@okgazette.com	405/528-6000
The Norman Transcript	editor@normantranscript.com	405/366-3543
The Black Chronicle	alindsey@blackchronicle.com	405/424-4695
Midwest City Beacon	news@midwestcitybeacon.com	405/455-1110
El Nacional (Hispanic, bi-lingual)	nacional@coxinet.net	405/632-4531
Friday	roseokcfriday@aol.com	405/755-3311
Mustang News	ksoloman@mustangnews.info	405/376-4571
Mustang Times	mustangtimesnews@sbcglobal.net	405/376-6688
Yukon Review	conrad@yukonreview.net	405/354-5264
City Sentinel (central OKC)	news@city-sentinel.com	405/605-6062
Oklahoma City Herald	news@okcherald.org	405/842-7827
Tinker Takeoff	tinker.takeoff@us.af.mil	405/739-7626
The Moore American	editor@normantranscript.com	405/366-3542

### Television Stations

KFOR-Channel 4 (NBC)	news4@kfor.com	405/424-4444
KOCO-Channel 5 (ABC)	desk@koco.com	405/478-3000
KWTV-Channel 9 (CBS)	newsdesk@news9.net	405/843-6641
KOKH-Channel 25 (Fox)	news@okcfox.com	405/843-2525

### Radio Stations with a strong news format

KGOU FM (NPR affiliate at OU)	news@kgou.org	405/325-3388
KOSU FM (NPR affiliate at OSU, located in OKC)	kosu@kosu.org	(405) 744-6352
KTOK AM	leematthews@ktok.com	405/840-5271

**SAMPLE NEWS RELEASE** – *Below is a news release format you may want to utilize.*

**NEWS RELEASE**

*For Immediate Release - DATE*

Contact: (first and last name of fund contact  
Plus telephone number and email address)

**(Organization name) receives (\$5,000) grant from  
Oklahoma City Community Foundation**

**Oklahoma City, OK (or appropriate locale)** – The **(organization name)** is pleased to announce it has received a \$5,000 grant from the Oklahoma City Community Foundation and its Parks and Public Space Initiative. The grant will be used to assist in funding **(funded project)**, which will allow **(organization name)** to increase its level of service to the population it serves. **(This paragraph provides the basics of the grant: amount, grantor and grantee and purpose of grant).**

“We are so pleased to have received this grant,” says the organization’s executive director/board president. “Our **(funded project)** will now be able to reach twice as many needy families. We appreciate the support of the Oklahoma City Community Foundation.” **(A compelling quote from the organization’s leadership can help reinforce the importance of the grant and the program or projects it will support.)**

**(This paragraph should describe the funded project and expected outcome.)**

**(This paragraph should be a concise history of your organization that includes a local angle if you are an affiliate of a national organization. Important details to include are demographics of the audience you serve, your mission, any recent accomplishments, awards, etc. Whatever you feel is relevant – (see paragraph below for a good example).**

Founded in 1969, the Oklahoma City Community Foundation works with donors and organizations to create endowments that address needs and opportunities within the community. Grants awarded through the Parks and Public Space Initiative support programs that encourage the use of public parks for recreation, health and wellness activities. For more information about the Oklahoma City Community Foundation, visit [www.occf.org](http://www.occf.org). **(This is a mandatory paragraph.)**

-end-

**(Important because it lets the media contact know that this is the end of the release)**



THE CITY OF  
**MIDWEST CITY**

TO: Honorable Mayor and City Council

FROM: Tim Lyon, Assistant City Manager of Administration

DATE: April 11, 2017

RE: Discussion and consideration of renewing the contract for On-Site Turnkey Vehicle and Equipment Part Operation for FY 2017-2018 with O'Reilly Auto Parts.

O'Reilly Auto Parts has agreed to renew the City's On-Site Turnkey Vehicle and Equipment Part Operation contract with the City of Midwest City without modification for Fiscal Year 2017-2018. This program has provided the Fleet Services Department an efficient and cost effective method of purchasing parts and lubricants.

In FY 2016/2017 approximately \$50,000 per month was encumbered for replacement parts for City vehicles and equipment.

Staff recommends approval.

*Tim L. Lyon*

---

Tim Lyon, Assistant City Manager of Administration

Attachment (1)





THE CITY OF  
**MIDWEST CITY**  
**FLEET SERVICES**

March 23, 2017

Attn: Tim Herbel  
O'Reilly Auto Parts

"The On-site Turnkey Vehicle and Equipment Part Operation"

Tim,

It is time to renew the City of Midwest City's contracts for FY 2017/18. As you will recall, we have the option to renew our contracts in the event that no changes or modifications are required by either party. In the area provided below, please indicate whether you agree to renew our current contract under its present terms and conditions or whether the current contract should be re-bid. Depending upon your answer we will follow with the appropriate documentation.

Thank you for your assistance with this matter.

Craig R. Davis  
Transportation Manager

\_\_\_\_\_ ✓

Yes, we agree to continue the present contract without modification.

\_\_\_\_\_

No, we are not able to continue the present contract without modification.

\_\_\_\_\_

Title: INTEGRATED PARTS Date: 3/23/17  
OPERATIONS MANAGER

Cc: Tim Lyon, Assistant City Manager of Administration



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

To: Honorable Mayor and Councilmembers  
From: J. Guy Henson, City Manager  
Date: April 11, 2017  
Subject: Discussion and consideration of reappointing Mr. Wade Moore to the Economic Development Advisory Committee for a full three year term.

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Mr. Moore was originally appointed on April 14, 2016 for a one-year term. Mr. Robert Coleman, the Economic Development Director, has indicated that he would like to see Mr. Moore reappointed. Mr. Moore confirmed that he would like to continue to serve on this committee.

Action is at the Council's discretion.

J. GUY HENSON  
City Manager



**Memorandum**

TO: Honorable Mayor and Council

FROM: Sara Hancock, City Clerk

DATE: April 11, 2017

SUBJECT: Discussion and consideration of declaring various obsolete equipment of city property on the attached list as surplus and authorizing their disposal by public auction, sealed bid or destruction, if necessary.

This agenda item will declare the attached list as surplus. There are no other operational applications available within the City.

Staff recommends approval.

Sara Hancock  
Sara Hancock, City Clerk

Attachment

Surplus Items – Customer Service:

- (2) Credit Card Reader
- (1) Chair

Surplus Items – Human Resources:

- (3) Printout Binders (dot matrix printer)
- (2) Keyboards (109-Key)
- (2) VHS Tapes
- (1) Floppy Disk mailer envelopes
- (1) Index Card Storage (small)
- (1) Twisstop
- (1) Bookkeeping Ledger
- (4) Miscellaneous pads (address, leave, phone calls)
- (1) Desk Shelf
- (1) Miscellaneous Plastic Piece
- (1) NPELRA 2014 annual training conference manual
- (1) partial box of Columnar Sheets
- (2) Binders for the Columnar Sheets
- (3) Rolodex(s) (2 steel & 1 plastic)
- (1) Voice Activated Microcassette Recorder (works?)
- (1) Audiotronics Cassette Recorder (works?)
- (1) Panasonic Cassette Recorder/Player (works?)
- (2) Plantronics Base & (1) Headset (missing pieces)
- (1) package confidential file folders
- (1) Knowledge Point / Descriptions Software
- (4) 3 ½ Disk mailer envelopes
- (155) Letter Envelopes
- (3) Double Drawer index storage (steel)
- (1) AT&T Push Button Phone



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

## MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Ryan Rushing, Information Technology Director

DATE: April 11, 2017

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

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

Staff recommends approval

Ryan Rushing, Information Technology Director



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

		<b>CPU</b>		<b>Notes</b>
<b>INVENT #</b>	<b>MIS#</b>	<b>MANUFACTOR</b>	<b>SERIAL NUMBERS</b>	
	735	Dell optiplex 380	BWSLSR1	
	493	Dell Latitude D603	7D8QLF1	
	515	Dell Precision M4300	548C1G1	
		<b>MONITORS</b>		
<b>INVENT #</b>	<b>MIS #</b>	<b>MANUFACTURE</b>	<b>SERIAL NUMBERS</b>	
	521	Dell	CN06H6FX74445217551L	
		<b>MISCELLANEOUS</b>		
<b>Quantity</b>	<b>MIS #</b>	<b>Hardware Type</b>	<b>Serial Number</b>	
1		Metal Box		
2		Kronos Clock		
1		Sony boom box	8147820	
4		Swiper		
3		PS2 to USB adaptor		
1		Allworx Phone	bad	
2		Computer Mouse		
1		Intensifier 2 Camera		
4		CBM 1000 Receipt Printer		Court printers
2		Patriot 425 UPS		
1		Apple Ipad 4	DMPJR3PCF18W	Will not charge



DISCUSSION ITEMS





**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: April 11, 2017

SUBJECT: Discussion and consideration of amending Chapter 28, Article IV, Section 28-57(B), Definition of Petit Larceny, by increasing the amount from \$500.00 to \$1,000.00; and providing for repealer and severability. (This item was listed under further information at the March 28, 2017 Council meeting.)

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Oklahoma law (22 O.S. 1541) has long defined petit larceny as taking of property of \$500.00 or less. That amount constitutes a misdemeanor and can be prosecuted in municipal court. Recently, the statute was amended, changing the definition of petit larceny as an amount of \$1,000.00 or less. Since that is also a misdemeanor, we can prosecute those additional offenses.

The same amendment was made to include jurisdiction for false or bogus checks.

Our ordinance, Chapter 28, Article IV, Section 28-57(B), Definition of Petit Larceny, needs to be amended to reflect this change. A red-lined copy is attached.

Staff recommends approval.

---

Brandon Clabes  
Chief of Police



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

**AN ORDINANCE REPEALING AND AMENDING CHAPTER 28 ARTICLE IV SECTION 28-57(B) OF THE CODE OF ORDINANCES OF THE CITY OF MIDWEST CITY, OKLAHOMA, DEFINITION OF PETIT LARCENY BY INCREASING THE AMOUNT FROM \$500 TO \$1,000; PROVIDING FOR REPEALER AND SEVERABILITY.**

**WHEREAS**, the Statues of the State of Oklahoma have limited the jurisdiction of the City of Midwest City with regard to the prosecution of petit larceny; and

**WHEREAS**, those Statutes have now been amended to increase the jurisdiction of the City; and

**WHEREAS**, the Mayor and City Council finds that it is to the benefit of the citizens of Midwest City to amend its ordinances to accept that increased jurisdiction:

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

**SECTION 1.** Section 28-57(B) is hereby amended to read as follows:

(b) For the purposes of this section, the term “petit larceny” shall mean the taking of personal property not exceeding one thousand dollars (\$1,000.00) in value, accomplished by fraud or stealth, with intent to deprive another thereof.

**SECTION 2. REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**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.

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

CITY OF MIDWEST CITY, OKLAHOMA

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

ATTEST:

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

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

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



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

TO: Honorable Mayor and City Council

FROM: Terri L. Craft, Grants Manager

DATE: April 11, 2017

SUBJECT: Discussion and consideration of passing and approving an ordinance amending Chapter 37, Streets and Sidewalks, of the Midwest City Code, by amending Article II, Public Courtesy Benches, Section 37-16 Compliance and Section 37-17 Defined; and providing for repealer and severability. (This item was presented under Further Information on the March 28, 2017 meeting.)

This ordinance amendment will allow the city to construct public courtesy shelters at bus stops in the public right of way. Under the existing ordinance language, construction of a public courtesy shelter in the right of way would be prohibited.

Bids will be let for the construction of (10) public courtesy shelters at existing bus stops along Route 15 in Midwest City once the ordinance has been amended. Staff recommends approval.

A handwritten signature in cursive script that reads "Terri L. Craft".

Terri L. Craft  
Grants Manager

Attachment

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

**AN ORDINANCE AMENDING CHAPTER 37, STREETS AND SIDEWALKS, OF THE MIDWEST CITY CODE, BY AMENDING ARTICLE II, PUBLIC COURTESY BENCHES, SECTION 37-16 COMPLIANCE AND SECTION 37-17 DEFINED, AND 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 37, Streets and Sidewalks, Article II, of the Midwest City Code, is hereby amended by amending Section 37-16 Compliance, as follows:

Any person installing or maintaining any public courtesy bench on public or private property shall be subject to the provisions of this article and shall comply with all of its provisions. Article I of this chapter shall not apply to public courtesy benches or public courtesy shelters.

**SECTION 2.** That Chapter 37, Streets and Sidewalks, Article II, of the Midwest City Code, is hereby amended by amending Section 37-17 Defined, as follows:

Public courtesy benches are hereby defined as benches placed on public or private property utilized by the public near bus stops for the convenience of public travel. Public courtesy shelters are hereby defined as shelters located at public bus stops on public street right-of-way for the convenience of public travel.

**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 or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

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



**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1207  
[ghenson@midwestcityok.org](mailto:ghenson@midwestcityok.org)  
[www.midwestcityok.org](http://www.midwestcityok.org)

MEMORANDUM

To: Honorable Mayor and City Council Members

From: City Manager Guy Hensons

Date: April 11, 2017

Subject: 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 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. (City Manager - G. Henson)

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The agreement is in the final drafting stage. Upon completion, we will provide it to you under separate cover. This agreement will establish the monetary amount the Authority will contribute and other terms that will govern the duties and responsibilities of Sooner Investment Group, Inc, the City and the Authority in the development of property located at the northeast corner of S Sooner Road and SE 15<sup>th</sup> Street.

Staff recommends approval.

J. Guy Henson, AICP  
General Manager/Administrator

**STATE OF OKLAHOMA**

**SOONER ROSE PHASE II – RETAIL  
DEVELOPMENT FINANCING ASSISTANCE AGREEMENT**

**COUNTY OF OKLAHOMA**

**THIS SOONER ROSE PHASE II – RETAIL DEVELOPMENT FINANCING ASSISTANCE AGREEMENT** (this “Agreement”) is entered into as of the \_\_\_ day of April, 2017 (the “Effective Date”), by and between the Midwest City Memorial Hospital Authority, an Oklahoma public trust (the “Authority”), and Sooner Investment Group, Inc., an Oklahoma corporation (“Sooner”), and the City of Midwest City, Oklahoma (the “City”), a municipal corporation of the State of Oklahoma.

**RECITALS**

**WHEREAS**, the Authority was created by that certain “Amended and Restated Trust Indenture”, dated as of the 1st day of July, 1961, as a public trust for the use and benefit of the City of Midwest City, Oklahoma, (hereinafter, the “City”) pursuant to the provisions of Title 60, Sections 176, et seq., of the Oklahoma Statutes, as amended and supplemented (hereinafter, the “Public Trust Act”) and other applicable statutes of the State of Oklahoma; and

**WHEREAS**, the City, as the beneficiary thereof, acting through its City Council, has adopted a resolution accepting beneficial interest therein on behalf of said City; and

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

**WHEREAS**, in order to accomplish its designated purposes, the Authority is empowered to provide funds for the costs of acquiring, constructing, rehabilitating, equipping, securing, maintaining and developing real and personal property within and near the City, and to enter into, make and perform contracts for the sale of its bonds, notes or other evidence of indebtedness to finance the costs thereof; and

**WHEREAS**, Sooner has proposed to redevelop and construct a retail development within the boundaries of the City (hereinafter, the “Project”) and, in connection therewith, has requested development financing assistance from the Authority in acquiring land and in defraying the costs of certain building, site, and infrastructure improvements; and

**WHEREAS**, Sooner has the professional ability and expertise to undertake the Project in a manner that will enhance and improve economic growth and development of commerce in the city; and

**WHEREAS**, both the Authority and Sooner have a significant interest in encouraging and improving commerce and economic development in the City and agree that the two entities working together will have a greater, more positive impact on commerce and economic development in the City than each would have separately; and

**WHEREAS**, Sooner is investing its resources and capital to undertake the redevelopment and gentrification of an approximate 14.5-acre parcel of property immediately adjacent to the Sooner Rose retail shopping center located at the intersection of Southeast 15<sup>th</sup> Street and South Sooner Road,

comprised of the property identified on Exhibit A as the “Sooner Rose II Property” and “Hospital Authority Property”, which is attached hereto and incorporated by reference (the “Property”); and

**WHEREAS**, Sooner has the Property under contract pursuant to that certain Commercial/Industrial Real Estate Purchase Contract, by and between Sooner Investment Group, Inc., as Buyer, and G. Michael Vloedman, N.Carolyn Hurst Revocable Trust, and Garrett Vloedman and Emily Vloedman Living Trust, as Seller, and dated September 30, 2016 (the “Land Contract”), which contract includes a total of 34.8-acres of property near the intersection of SE 15<sup>th</sup> Street and Buena Vista Avenue and which is more particularly shown on Exhibit A and more particularly described on Exhibit A-1 (the “Vloedman Property”);

**WHEREAS**, the Authority is the owner of that certain 3.45-acre property immediately adjacent to the Property as shown on Exhibit A and more particularly described on Exhibit A-2 (the “Hospital Authority Property”), and the Authority intends to contribute the Hospital Authority Property to the Phase II Retail Development (defined below) as more particularly described below;

**WHEREAS**, the Authority and Sooner have been working with Warren Theatres, LLC (“Warren”) to redevelop an approximately 14.8-acre portion of the Vloedman Property (shown on Exhibit A as the “Theatre Property”) for a movie theater, retail and restaurant uses as more particularly shown on Exhibit B (the “Theatre Development”);

**WHEREAS**, the Authority and Sooner have entered into that certain Preliminary Development Agreement, dated December 22, 2016, as amended by the First Amendment to Preliminary Development Agreement, dated February 28, 2017 (collectively, the “Preliminary Development Agreement”), pursuant to which Sooner is to undertake certain Predevelopment Activities (as defined in the Preliminary Development Agreement) pertaining to the Vloedman Property in preparation for the transactions set forth in this Agreement;

**WHEREAS**, the Authority and the City have concluded their independent assessment of the plan of development proposed by Sooner and has determined that the redevelopment of the Property as proposed by Sooner is feasible; and

**WHEREAS**, the City has adopted and approved that certain “Project Plan Relating to Tax Increment District No. Two, City of Midwest City, Oklahoma (Sooner Rose Increment District Project)” (the “Project Plan”) and has created, within the boundaries set forth in the Project Plan, Increment District Number Two, City of Midwest City, Oklahoma (the “Sooner Rose Increment District”) by Ordinance No. 3291 on March 28, 2017 (the “Ordinance”), pursuant to the Oklahoma Local Development Act, Title 62, Section 851, et seq., of the Oklahoma Statutes, as amended; and

**WHEREAS**, the parties wish to set forth the manner in which the Project is to be undertaken by Sooner and the Authority, and the assistance in development financing which the Authority has agreed to provide.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties to this Agreement agree as follows:

1. **Recitals.** The forgoing recitals are true and correct and are hereby incorporated in this Agreement.

2. **Phase II Retail Development Program.** Sooner shall redevelop the Property for a retail shopping center containing retail and restaurant buildings and associated improvements between the existing Sooner Rose shopping center and the Theatre Property, as more particularly shown on Exhibit B (the “Phase II Retail Development”). The Phase II Retail Development shall consist of first-class retail buildings, parking, drive aisles, signage, and ancillary improvements consistent with the quality of the existing Sooner Rose shopping center. The Phase II Retail Development and the Theatre Development shall be part of a unified retail development program coordinated by Sooner and Warren, all as consistent with Exhibit B.
  - 2.1. The parties intend that the Property shall be rezoned to Sooner Rose Phase II – Retail Planned Unit Development Agreement (the “PUD Agreement”), which must be reviewed and approved by the City pursuant to the City’s zoning authority in the City’s absolute discretion prior to the Closing Date (defined below).
  - 2.2. The parties acknowledge that the Phase II Retail Development and Theatre Development shall be a unified, cohesive development program and the PUD Agreement and the PUD zoning for the Theatre Development shall each require mutual cooperation and coordination between Sooner and Warren for the respective developments.
  - 2.3. The parties further acknowledge that Exhibit B and the Phase II Retail Development description provided in this Section represent a conceptual development program that has not been fully engineered, and that certain adjustments necessary for design, engineering, construction, or market conditions may be necessary for the Phase II Retail Development to proceed, which adjustments shall be incorporated into the Phase II Retail Development without need for further amendment to this Agreement provided such adjustments are approved by the City pursuant to the City’s permitting authority and the PUD Agreement (including any amendment thereto).
3. **Sooner’s Obligations.** In consideration of the Authority’s obligations set forth in Section 4, Sooner shall undertake the obligations set forth in this Section. Except as otherwise expressly provided in this Agreement and the Preliminary Development Agreement, Sooner shall undertake the obligations set forth in this Section at its sole cost and expense.
  - 3.1. From and after the Effective Date:
    - 3.1.1. Sooner shall comply with the Preliminary Development Agreement and shall in good faith conduct all reasonable and necessary due diligence associated with the Property, including but not limited to title, survey and environmental assessments as customary in acquiring land for commercial retail development and consistent with the Financing Assistance Agreement, and shall provide copies of such materials to the Hospital Authority. In addition to Sooner’s due diligence conducted pursuant to this Section, the Authority shall be permitted to undertake any its own due diligence at its sole cost and Sooner shall cooperate with the Authority’s efforts in that regard.
    - 3.1.2. Sooner shall in good faith undertake all actions reasonably necessary for the design, rezoning and governmental permitting for the Phase II Retail Development on the Property (excluding building permits for vertical construction of the Phase II Retail Development), including but not limited to, all local and state permits and approvals, land use and zoning

changes, site plan approval and all other permits reasonably necessary to commence construction of the Phase II Retail Development (collectively, the “Retail Approvals”). All design and engineering documents relating to site grading, utilities, parking and vehicular circulation, and the stormwater system for the Property shall be generally consistent with Exhibit B and shall be compatible with the Theatre Development. When complete, the Phase II Retail Development and Theatre Development shall form a cohesive retail and entertainment center comparable with first-class retail centers in the Oklahoma County market.

- 3.1.3. Sooner shall in good faith undertake all actions reasonably necessary for the design and governmental permitting for the construction of the Public Improvements described on Exhibits C and C-1, attached hereto and incorporated by this reference (collectively, the “Public Improvements”), including but not limited to all actions reasonably necessary for the design, permitting and approvals for the relocation of the natural gas transmission line and associated improvements owned by Enefrin located on the Vloedman Property (the “Gas Line”). All design and engineering documents relating to site grading, utilities, parking and vehicular circulation, and the stormwater system for the Property shall be generally consistent with Exhibits C and C-1. Costs associated with the civil engineering and permitting associated with the Public Improvements shall be paid by the Authority pursuant to the terms of Exhibit C.
- 3.2. Prior to Closing, Sooner shall deliver to the Authority information concerning Sooner’s financial ability to develop the Phase II Retail Development to the Authority’s reasonable satisfaction, which information shall include, but not be limited to:
  - 3.2.1. Copies of all Retail Approvals necessary to commence construction of the Phase II Retail Development;
  - 3.2.2. A pro forma of the Phase II Retail Development with construction estimates;
  - 3.2.3. An executed contract for construction of the site work for the Phase II Retail Development; and
  - 3.2.4. A loan commitment or other documentation establishing that Sooner has sufficient financing or other resources to undertake and complete the purchase of the Sooner Rose II Property.
- 3.3. On the Closing Date (defined below), Sooner shall acquire the Property and shall assign to the Authority Sooner’s right to acquire the following portions of the Vloedman Property: (i) the Theatre Property; and (ii) two parcels located east of Buena Vista Avenue identified as Vloedman Parcel 1 and Vloedman Parcel 2 on Exhibit A and described on Exhibit A-1 (collectively, the “Assignment Property”).
- 3.4. Following the Closing Date:
  - 3.4.1. Sooner shall undertake the development of the Phase II Retail Development pursuant to the terms of this Agreement. Sooner shall be solely responsible for all costs associated with the Phase II Retail Development except as otherwise expressly provided for herein.



Sooner will, in its best judgment and discretion, develop, plan and execute the redevelopment of the Property by designing the Phase II Retail Development and obtaining permits from local, state and federal agencies, rezoning the Property (as necessary), replatting the Property (including imposition of any declaration of covenants and easements necessary for the operation of the Property), constructing the Phase II Retail Development, and performing such other duties and assuming such other responsibilities as any other developer would undertake to complete a Class A commercial real estate development of the size of the Property. Sooner will also take whatever other actions and perform all such other duties, such as marketing the Property to local and national retailers and restaurants, that, in the best professional judgment of Sooner, will lead to the successful redevelopment of the Property, which will enhance and improve commerce and economic development in Midwest City, Oklahoma.

3.4.2. Sooner shall construct the Public Improvements. Sooner shall complete the construction of the Public Improvements prior to completion of the construction of the Theatre Development.

4. **Authority's Obligations.** In consideration of Sooner's obligations set forth in Section 3, the Authority shall undertake the obligations set forth in this Section. Except as otherwise expressly provided in this Agreement, the Authority shall undertake the obligations set forth in this Section at its sole cost and expense.

4.1. Following the Effective Date, as the Hospital Authority Property owner, the Authority shall join in all applications prepared by Sooner for the Retail Approvals consistent with the terms of this Agreement.

4.2. On the Closing Date, the Authority shall:

4.2.1. Convey to Sooner the Hospital Authority Property pursuant to the terms of Section 5;

4.2.2. Accept from Sooner assignment of Sooner's rights to acquire the Assignment Property from Vloedman and shall purchase the Assignment Property from Vloedman pursuant to the terms of the Vloedman Contract;

4.2.3. Convey to Warren the Theatre Property pursuant to the terms of a separate agreement between the Authority and Warren; and

4.2.4. The Authority shall pay to Sooner a development contribution in the amount of One Million Eight Hundred Forty-Five Thousand Seven Hundred and No/100 Dollars (\$1,845,700.00) for the construction of the Phase II Retail Development.

4.3. Following the Closing Date, except as otherwise provided in Section 3.1.3, the Authority shall pay for all costs associated with the construction of the Public Improvements (the "Public Improvements Contribution") as set forth in Exhibit C.

5. **Hospital Authority Property Conveyance.**

- 5.1. Sooner shall obtain, at Sooner's sole cost, an owner's title insurance policy from a title company of Sooner's choice agreeing to insure title to the Hospital Authority Property in an amount that Sooner estimates is equal to the value of the Hospital Authority Property and subject to no exceptions other than those matters herein permitted, those which will be discharged prior to or at the Closing, and the standard printed exceptions and exclusions from coverage customarily contained in an owner's title policy (the "Commitment"). Sooner shall provide the Authority a copy of the Commitment upon receipt. If the Commitment discloses unpermitted exceptions or matters that render the title unmarketable, the Authority, at its option, may cure such defects to Sooner's reasonable satisfaction. If the Authority fails to have the Commitment exceptions removed or the defects cured prior to the Closing Date, Sooner may terminate this Agreement or Sooner may elect, in its discretion, to take title as it then is notwithstanding such exceptions or title defects. In the event that new exceptions or matters arise by or through the Authority, the Authority shall exercise reasonable diligence in the curing of any such defects or exceptions, including payment and discharge of any liens or encumbrances affecting title of the Hospital Authority Property, and the Closing and other deadlines associated with development of the Property shall be tolled until the Authority shall have cured such exceptions or defects. At the Closing, Sooner shall obtain an owner's title policy showing good and marketable title in Sooner through the Closing and subject only to the permitted exceptions and any matters accepted by Sooner.
- 5.2. The parties hereto agree that the date of Sooner's assignment of its rights to acquire the Assignment Property pursuant to the Land Contract to the Authority, and the Authority's purchase of the Assignment Property, shall occur prior to the Closing Date, but in any event, the Closing Date shall occur not later than July 30, 2017.
- 5.3. At the Closing, the Authority shall convey title to the Hospital Authority Property to Sooner by special warranty deed. The Authority shall convey the Hospital Authority Property as development financing assistance, other than the consideration provided by Sooner pursuant to Section 3. Except as otherwise provided herein, Sooner shall pay all costs associated with the acquisition of the Property, including the Hospital Authority Property; provided, however, the Authority shall be responsible for its own legal fees associated with this Agreement and the Closing.
- 5.4. Except as otherwise provided in this Agreement, neither the City nor the Authority is making, and each hereby specifically disclaims, any representations or warranties of any kind, express or implied, with respect to the Hospital Authority Property. Sooner agrees that Sooner has not relied upon and will not rely upon, either directly or indirectly, any representation of the City or the Authority (except as otherwise set forth in this Agreement) or any agent of the City or the Authority. EXCEPT AS OTHERWISE PROVIDED HEREIN, SOONER ACKNOWLEDGES AND AGREES THAT UPON THE CLOSING DATE THE AUTHORITY SHALL CONVEY TO SOONER, AND SOONER SHALL ACCEPT, THE HOSPITAL AUTHORITY PROPERTY "AS IS, WHERE IS" WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES, OR REPRESENTATIONS (EXCEPT AS OTHERWISE PROVIDED HEREIN), COLLATERAL TO OR AFFECTING THE HOSPITAL AUTHORITY PROPERTY BY THE AUTHORITY, ANY AGENT OF THE CITY OR THE AUTHORITY OR ANY THIRD PARTY ACTING FOR OR ON BEHALF OF THE CITY OR THE AUTHORITY. The terms of this Section shall expressly survive termination of this Agreement.

- 5.5. Except as otherwise provided in this Agreement, Sooner is not making, and specifically disclaims, any representations or warranties of any kind, express or implied, with respect to the Assignment Property. The Authority agrees that the Authority has not relied upon and will not rely upon, either directly or indirectly, any representation of Sooner (except as otherwise set forth in this Agreement) or any agent of the Authority. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE AUTHORITY ACKNOWLEDGES AND AGREES THAT UPON THE CLOSING DATE THE AUTHORITY SHALL ACQUIRE THE ASSIGNMENT PROPERTY PURSUANT TO THE TERMS OF THE VLOEDMAN CONTRACT AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SOONER FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ASSOCIATED WITH THE AUTHORITY'S ACQUISITION OF THE ASSIGNMENT PROPERTY TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT TO AS TO ANY CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO SOONER'S ACTIONS, OR THE ACTIONS OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONTRACTORS. The terms of this Section shall expressly survive termination of this Agreement.
6. **Assignment.** Sooner's rights and obligations pursuant to this Agreement may be assigned by Sooner only as set forth in this Section. Any assignment other than as provided in this Section shall be null and void except as approved by a prior written amendment to this Agreement, executed by the parties hereto.
- 6.1. The parties hereto acknowledge that Sooner may undertake acquisition of the Property and development of the Phase II Retail Development via an affiliate entity owned or controlled by Sooner or its President, Bob Stearns. Therefore, Sooner's rights and obligations pursuant to this Agreement may be assigned without the prior consent of the Authority to any entity owned or controlled by Sooner or its President, Bob Stearns, on or before the Closing Date without the need for amendment to this Agreement.
- 6.2. The parties hereto acknowledge that Sooner may undertake acquisition of the Property and development of the Phase II Retail Development pursuant to an acquisition and development loan from a lender. Therefore, Sooner's rights and obligations pursuant to this Agreement may be assigned, pledged and hypothecated to a lender associated with the acquisition of the Property and construction of the Phase II Retail Development and without the prior consent of the Authority without the need for amendment to this Agreement. The parties shall execute the Collateral Assignment and Consent to Assignment in a form substantially similar to that provided in Exhibit D, attached hereto and incorporated by reference in furtherance of this Section.
- 6.3. Upon assignment pursuant to this Section, all the terms and conditions of this Agreement shall inure to the benefit of and bind the assignee.
7. **Tax Matters.** The contribution of the Hospital Authority Property and other consideration provided by the Authority pursuant to Section 4 are intended to be as permitted by Section 118 of the Internal Revenue Code, provided, however, that the City and the Authority make no representations or warranties regarding the characterization or treatment of such development financing assistance for federal or state income tax purposes.
8. **No Partnership.** Nothing contained in this Agreement shall be construed in any way as creating a joint venture, partnership, or similar business relationship between or among, the City, the Authority and Sooner. Consistent with the terms of this Agreement, Sooner shall develop, operate,

maintain, lease, sell, hypothecate, and otherwise convey the Property or portions thereof in its sole and absolute discretion.

9. **Default.** Except as otherwise expressly provided in this Agreement, in the event either party hereto shall default of any its obligations as provided in this Agreement, following thirty (30) days' prior written notice from the non-defaulting party to the defaulting party with the defaulting party's opportunity to cure such default, the non-defaulting party may terminate this Agreement or seek specific performance of the defaulting party's obligations pursuant to the terms of this Agreement; provided, however, if the default is of a nature that cannot be reasonably cured within such 30-day period, then the defaulting party shall be allowed a reasonable period of time to cure such default provided that it diligently commences the cure within the 30-day period and thereafter undertakes and continuously pursues such cure.
10. **Force Majeure.** Notwithstanding anything in this Agreement to the contrary, no party hereto shall be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Agreement to be performed by it if any failure of its performance shall be due to any strike, lockout, civil commotion, war, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service, Act of God, weather, or any other cause whatsoever beyond the reasonable control of obligated party, and the time for performance by such obligated party shall be extended by the period of delay resulting from or due to any of said causes; ; provided, nothing in this section shall excuse or extend a party's obligation to pay any sum due under this Agreement.
11. **Termination.** Upon the completion of Sooner's obligations set forth in Section 3 and completion of the Authority's obligations as set forth in Section 4 and 5, this Agreement shall terminate and shall be of no further force or effect except as to terms and conditions that expressly survive termination.
12. **Miscellaneous.** Nothing in this Agreement shall serve to affect or otherwise limit the City's and Authority's police powers, zoning authority or other governmental action of the City or Authority. This Agreement shall represent the entire understanding between the parties with respect to the subject matter hereof, and supersede all other negotiations and agreements made by the parties concerning the matters set forth herein. Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable, shall be severable and shall not be construed to render the remainder of the Agreement to be invalid, illegal, or unenforceable. This Agreement may not be amended, unless evidenced in writing and executed by the parties hereto. This Agreement shall be governed by and constructed in accordance with the laws of the State of Oklahoma. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original, and all of which shall together constitute one and the same instrument. Each party acknowledges that all parties to this Agreement participated in the preparation thereof, and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than the other.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

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

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, Secretary

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

\_\_\_\_\_  
\_\_\_\_\_, Chairman

Approved as to form and legality on the Effective Date.

\_\_\_\_\_  
\_\_\_\_\_, Attorney for  
the Authority

Approved and agreed to by Sooner on the Effective Date.

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

\_\_\_\_\_  
Robert Stearns, President

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

**ATTEST:**

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

**CITY OF MIDWEST CITY, OKLAHOMA**, a municipal  
corporation of the State of Oklahoma

\_\_\_\_\_  
\_\_\_\_\_, Mayor

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

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

## EXHIBIT A

### PROPERTY DESCRIPTION

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a distance of 593.83 feet to a point of intersection with the projected east line of Lot Five (5), in Block One (1) of SOONER ROSE ADDITION, an Addition to the City of Midwest City, Oklahoma according to the plat thereof recorded in Book 75 of Plats at Page 12 in the records of the Oklahoma County Clerk, said point being the POINT OF BEGINNING;

THENCE along said projected line and the actual east line of said Lot 5 and the east, south and east lines of Lot One (1), in Block One (1) of said SOONER ROSE ADDITION, the following three (3) courses:

1. North 01°20'38" West a distance of 660.00 feet;
2. North 89°24'49" East a distance of 254.66 feet;
3. North 01°20'38" West, passing at a distance of 331.70 feet the northeast corner of said Lot 1, Block 1, SOONER ROSE ADDITION, and continuing for a total distance of 410.00 feet;

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 242.96 feet;

THENCE North 01°20'38" West, parallel with the west line of said Southwest Quarter, a distance of 328.30 feet; feet to a point on the centerline of Southeast 12<sup>th</sup> Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records;

THENCE North 89°24'49" East, along said centerline and parallel with the south line of said Southwest Quarter, a distance of 200.00 feet;

THENCE South 01°20'38" East, parallel with the west line of said Southwest Quarter, a distance of 920.64 feet;

THENCE South 00°35'11" East, perpendicular to the south line of said Southwest Quarter, a distance of 399.33 feet to a point on the south line of said Southwest Quarter;

THENCE South 89°24'49" West, along said south line, a distance of 692.36 feet to the POINT OF BEGINNING.

Said tract of land containing 671,922 square feet or 15.4252 acres more or less.

The basis of bearings for this legal description is the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of South 89°24'49" West on the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma.

GWS 2-22-17

## EXHIBIT A-1

### VLOEDMAN PROPERTY DESCRIPTION

A portion of the Vloedman Property, comprising the Theatre Property and portion of the Property :

An unplatted part of the Southwest Quarter (SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particular described as follows:

Beginning at the Southwest Corner of said SW/4, thence east for a distance of 594 feet; Thence, north for a distance of 660 feet; Thence, east for a distance of 585 feet; Thence, north for a distance of 660 feet; Thence, south for a distance of 1320 feet to the South line of said Section 4; Thence, west for a distance of 1245 feet to the Point or Place of Beginning, less and except the south 33 feet of the described parcel dedicated as street right-of-way. Said tract containing 28.8636 acres, more or less (27.92 minus the 33-ft. roadway dedication).

“Parcel 1” and “Parcel 2,” as referenced in Section 3.3(ii):

An unplatted part of the Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma, more particular described as follows:

Beginning 330 feet north of the Southeast Corner of the SW/4 of said Section 4; Thence west 396 feet; Thence, north 440 feet; Thence east 396 feet; Thence, south 440 feet to the Point or Place of Beginning; containing 4.00 acres more or less; and

Beginning 1045 feet north of the Southeast Corner of the Southeast Quarter of the SW/4 of said Section 4; Thence, north 275 feet; Thence, west 316.8 feet; Thence south 275 feet; Thence, east 316.8 feet to the Point or Place of Beginning; containing 2.0013 acres more or less.

Collectively, the “Vloedman Property”).



## EXHIBIT A-2

### HOSPITAL AUTHORITY PROPERTY DESCRIPTION

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North 01°20'38" West, along the west line of said Southwest Quarter, a distance of 1,320.00 feet to the centerline of Southeast 12<sup>th</sup> Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records;

THENCE North 89°24'49" East, along said centerline and parallel with the south line of said Southwest Quarter, a distance of 988.50 feet to the POINT OF BEGINNING;

THENCE continuing North 89°24'49" East, along said centerline of Southeast 12<sup>th</sup> Street and parallel with the south line of said Southwest Quarter, a distance of 190.00 feet;

THENCE South 01°20'38" East, parallel with the west line of said Southwest Quarter, a distance of 660.00 feet;

THENCE South 89°24'49" West, parallel with the south line of said Southwest Quarter, a distance of 330.00 feet;

THENCE North 01°20'38" West, parallel with the west line of said Southwest Quarter, a distance of 410.00 feet;

THENCE North 89°24'49" East, parallel with the south line of said Southwest Quarter, a distance of 140.00 feet;

THENCE North 01°20'38" West, parallel with the west line of said Southwest Quarter, a distance of 250.00 feet to the POINT OF BEGINNING.

Said tract of land containing 182,791 square feet or 4.1963 acres more or less.

The foregoing description being all lands described in the WARRANTY DEED recorded in Book 7734, Page 1846, and the WARRANTY DEED recorded in Book 8323, Page 467.

GWS 1-16-17

**EXHIBIT B**  
**CONCEPT PLAN**

**SITE LEGEND**

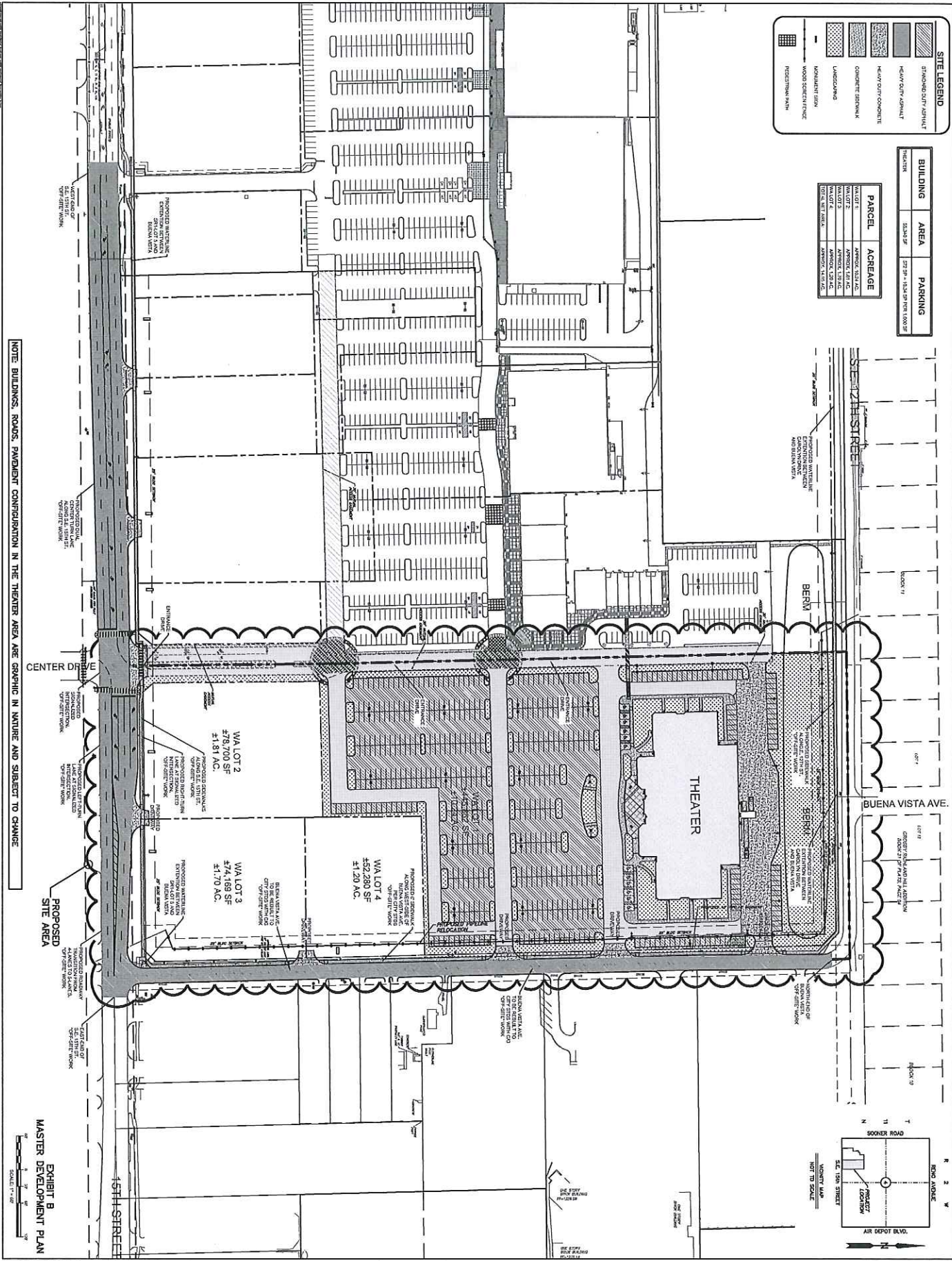
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[Symbol]	LANDSCAPE
[Symbol]	LANDSCAPE ISLAND
[Symbol]	WOOD SCIENTIFIC
[Symbol]	PROPAGATION
[Symbol]	PROPAGATION
[Symbol]	PROPAGATION

**BUILDING AREA PARKING**

NUMBER	AREA	PARKING
1	30,000 SF	125 SP - 100 SP PER 10,000 SF

**PARCEL ACREAGE**

WA LOT 1	AMERICAN CULTURE
WA LOT 2	AMERICAN CULTURE
WA LOT 3	AMERICAN CULTURE
WA LOT 4	AMERICAN CULTURE
WA LOT 5	AMERICAN CULTURE



NOTE: BUILDINGS, ROADS, PARKING CONFIGURATION IN THE THEATER AREA ARE GRAPHIC IN NATURE AND SUBJECT TO CHANGE

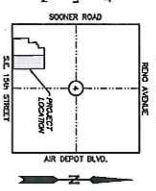


EXHIBIT B  
MASTER DEVELOPMENT PLAN

<p><b>SMC</b> S.M. Consulting Engineers, P.A. 1500 N. W. 10th St., Suite 100 Oklahoma City, Oklahoma 73102 Tel: (405) 241-1111 Fax: (405) 241-1112</p>	<p><b>SOONER ROSE PHASE II - WARREN</b>  <b>SOONER ROAD &amp; 15TH STREET MIDWEST CITY, OKLAHOMA</b></p>	<p><b>SOONER INVESTMENT</b> Commercial and Investment Real Estate 300 West 1-16 Street, Suite 100, Oklahoma City, OK 73102 (405) 442-0444 Fax (405) 442-2344</p>	<p>DATE: 10/15/2010 BY: [Signature] SCALE: 1" = 100'</p>
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## EXHIBIT C

### PUBLIC IMPROVEMENTS

1. The term “Public Improvements” as provided in Sections 3 and 4 of the Agreement shall mean the improvements set forth in this Exhibit C, Section 1, and as more particularly shown on the Site Map Exhibit “C-1”, prepared by SMC Consulting Engineers, P.C., and the attached hereto and incorporated by reference.
  - 1.1. Sooner shall widen and restripe S.E. 15<sup>th</sup> Street along the Property. The widening shall include dedicated left-turn lanes along the centerline of the roadway and a dedicated right-turn lane along the north-side of the roadway at Center Drive. Sooner shall also construct 5-foot wide concrete sidewalks with ADA compliant ramps along the north-side of S.E. 15<sup>th</sup> Street, and Sooner shall construct four (4) concrete driveway approaches for access to the Sooner Rose development along the north-side of S.E. 15<sup>th</sup> Street. Incidental construction such as demolition of existing features and the relocation of utilities shall be included in the S.E. 15<sup>th</sup> Street widening project.
  - 1.2. Sooner shall install a Traffic Signal at the intersection of S.E. 15<sup>th</sup> Street and Center Drive. The Traffic Signal shall be designed to direct traffic for the additional turn-lanes constructed on S.E. 15<sup>th</sup> Street and to interact with the existing traffic signal at S.E. 15<sup>th</sup> Street and Sooner Road. Incidental construction such as demolition of existing features and the relocation of utilities shall be included in the Traffic Signal project.
  - 1.3. Sooner shall reconstruct Buena Vista Avenue to current City Standards for a Local Residential and Commercial Street with curb and gutter from S.E. 12<sup>th</sup> Street to S.E. 15<sup>th</sup> Street. Sooner shall construct 6-foot wide concrete sidewalks with ADA compliant ramps adjacent to the west curb of Buena Vista Avenue, and Sooner shall construct four (4) concrete driveway approaches for access to the Sooner Rose development along the west-side of Buena Vista Avenue. Incidental construction such as demolition of existing features and the relocation of utilities shall be included in the Buena Vista Avenue reconstruction project.
  - 1.4. Sooner shall extend an 8-inch water line along the north-side of S.E. 15<sup>th</sup> Street from the existing 8” water line located on the west-side of Buena Vista Avenue to the southwest corner of the Property and connect to an existing 8” water line located north of S.E. 15<sup>th</sup> Street.
  - 1.5. Sooner shall extend an 8-inch water line along the south-side of S.E. 12<sup>th</sup> Street from the existing 8” water line located at Carolyn Drive to the existing 8” water line located at Buena Vista Avenue.
  - 1.6. Sooner shall construct a 5-foot wide sidewalk along the south-side of S.E. 12<sup>th</sup> Street between Buena Vista Avenue and the northwest corner of the Property.
  - 1.7. Sooner shall relocate the existing oil pipeline owned by Enefrin from the Property to the northern and eastern boundary of the Property along S.E. 12<sup>th</sup> Street and Buena Vista Avenue, respectively, which activities shall include, but not be limited to, removal of the Gas Line from its current location on the Vloedman Property, vacation of the gas line easement by release or quit claim of all rights, title and interest to the Authority by Enefrin, and construction of the Gas Line in a new location along the eastern boundary of the Vloedman Property immediately adjacent to the western right-of-way of Buena Vista Avenue in an area reasonably acceptable to the Authority, all as more particularly shown on Exhibits C, C-1, and C-2.
  - 1.8. To provide increased pedestrian connectivity for the community, Sooner shall construct sidewalk improvements extending from the current terminus of Center Drive north along the entry drive, and sidewalk improvements extending from the southern boundary of S.E. 12<sup>th</sup> Street south along the common boundary of the Property and the S.E. 12<sup>th</sup> St. Property.

2. All applicable inspections and testing of the “Public Improvements” shall be conducted by Sooner pursuant to State and Federal regulations.
3. The parties hereto estimate that the costs of the Public Improvements shall be as set forth below:

<b>Public Improvements Total Cost Estimate</b>	<b>\$1,524,055.00</b>
SE 15 <sup>th</sup> Street Improvements	\$743,175.00
Buena Vista Avenue Improvements	\$399,190.00
SE 12 <sup>th</sup> Street Improvements	\$90,915.00
Center Drive Sidewalks	\$45,815.00
Gas Line Relocation	\$100,000.00
Civil Engineering for Public Improvements	\$59,960.00
Development Fee (3%)	\$45,000.00
Construction Management Fee (2.5%)	\$40,000.00

In the event the actual costs of the Public Improvements shall be less than the estimates provided above, the Authority’s obligation to pay for the Public Improvements shall be only the Public Improvements costs actually incurred pursuant to this Agreement. In the event the actual costs of the Public Improvements exceed the estimates provided above, the Authority shall nevertheless be obligated to pay the actual costs incurred regardless of the estimates provided above.

4. The authority shall pay the Public Improvements Contribution (as referenced in Section 4.3 of the Agreement) pursuant to the terms of this Section.
  - 4.1. Costs of the civil engineering associated with the Public Improvements as referenced in Section 3.1.3 of the Agreement shall be paid by the Authority after the Effective Date pursuant to the terms of Exhibit C, Section 4.3.
  - 4.2. Costs of construction of the Public Improvements incurred by Sooner pursuant to Section 3.4.2 of the Agreement shall be paid by the Authority after the Closing pursuant to the terms of Exhibit C, Section 4.3.
  - 4.3. Not more than twice per month, Sooner shall submit written invoices for costs associated with Public Improvements to the Authority (each, a “Contribution Request”) identifying the activities associated with the Public Improvements and the costs incurred associated therewith. The Authority shall pay the Public Improvements Contribution to Sooner or directly to the payee as identified in the Contribution Request, in the amount set forth in the Contribution Request, within fourteen (14) days of receipt of the Contribution Request.





**EXHIBIT D**

**COLLATERAL ASSIGNMENT  
OF FINANCING ASSISTANCE DEVELOPMENT CONTRACTS**

**THIS COLLATERAL ASSIGNMENT OF FINANCING ASSISTANCE DEVELOPMENT CONTRACTS** (this "Collateral Assignment") is entered into effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between \_\_\_\_\_, an Oklahoma limited liability company (the "Borrower"), SOONER INVESTMENT GROUP, INC., an Oklahoma corporation ("SIG") and \_\_\_\_\_, an \_\_\_\_\_ banking association ("Bank" and/or "Assignee").

**WHEREAS**, on December 22, 2016 the MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, a public trust ("MWCMHA"), and SIG entered into that certain Preliminary Development Agreement (the "SIG Economic Development Contract");

**WHEREAS**, effective February 23, 2016, the MWCMHA and Borrower entered into that certain Sooner Rose Phase II – Retail Economic Development Agreement (the "Sooner Rose Economic Development Agreement"; the SIG Economic Development Contract and the Sooner Rose Financing Assistance Development Agreement are collectively referred to herein as the "Economic Development Contracts");

**WHEREAS**, a true and correct copy of the SIG Economic Development Contract is attached hereto as Exhibit E-1 and the Sooner Rose Financing Assistance Development Agreement is attached hereto as Exhibit E-2;

**WHEREAS**, Borrower and Bank have entered into a Construction Loan Agreement dated as of \_\_\_\_\_, 2017 (the "Loan Agreement") under the terms of which the Bank provided Borrower with a loan in the amount of \$\_\_\_\_\_ (the "Loan") evidenced by a promissory note in a like amount (the "Note") which such Loan is secured by, among other things, Borrower's rights in the Economic Development Contracts (the "Collateral");

**WHEREAS**, capitalized terms not otherwise defined herein shall be defined as set forth in the Loan Agreement;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of SIG and Borrower hereby grants, transfers and assigns to Assignee and Assignee's successors and assigns and each of SIG and Borrower hereby grants a security interest in all of their right, title, and interest to all rights and privileges arising under and pursuant to the Economic Development Contracts to Assignee.

This Collateral Assignment is made to secure Borrower's Indebtedness as defined in the Loan Agreement, and secured further by the Loan Documents (as that term is defined in the Loan Agreement), which Indebtedness includes the Loan evidenced by the Note.

In the event of the occurrence of an Event of Default (as defined in the Loan Agreement), and the continuance of any such Event of Default, at Assignee's option, Assignee may exercise any and all of the rights permitted and held by each of SIG and Borrower under their respective Economic Development Contract, which Assignee may then deem proper to protect Assignee's security interest in

Borrower's and SIG's rights under the Economic Development Contracts, as applicable, and succeed to the fullest extent possible in and to all right, title and interest of SIG and Borrower, as applicable, under their respective Economic Development Contract and any and all renewals, modifications or extensions thereof. Assignee may exercise Assignee's rights under this paragraph as often and whenever any such Event of Default may occur. Provided, however, the parties hereto acknowledge that certain Events of Default are subject to a notice and cure period pursuant to the Loan Agreement; therefore, Assignee's rights as set forth in this paragraph shall be subject to Borrower's rights to notice and cure to the extent expressly provided in the Loan Agreement. Should Assignee choose to exercise any rights under this Collateral Assignment Agreement, Assignee agrees to give timely notice to MWCMHA, and Assignee (or its successor) agrees, upon the exercise of the assignment, to fulfill SIG's and Borrower's duties and responsibilities, of the obligations as set forth under their respective Economic Development Contracts upon Assignee's exercise of its rights under this Collateral Assignment Agreement. Further, nothing in this Agreement shall give the Assignee any greater rights than held by SIG and Borrower, as applicable, under their respective Economic Development Contract.

Until its exercise of its right upon the occurrence of an Event of Default under the Loan Agreement to step into the shoes of SIG and/or Borrower and assume control of the Economic Development Contracts, Assignee shall not be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability of either of SIG and/or Borrower under the respective Economic Development Contracts, or under or by reason of this Collateral Assignment thereof, and each of SIG and Borrower shall and do hereby agree to indemnify and hold Assignee harmless of and from any and all liability, loss or damage, including reasonable costs, expenses and professional fees, which Assignee may or might incur under the Economic Development Contracts subsequent to the date hereof and prior to exercise by Assignee of any right granted to Assignee hereunder and/or under or by reason of the execution and delivery to Assignee this date of this Collateral Assignment and of and from any and all claims and demands whatever which may be asserted against Assignee by reason of any alleged obligation claimed to have been undertaken on Assignee's part to perform or discharge any of the terms, covenants or agreements contained in the Economic Development Contracts solely by reason of the execution by SIG and Borrower of this Collateral Assignment.

Until the Indebtedness secured hereby is paid in full, each of SIG and Borrower covenants and agrees to transfer and assign to Assignee any and all subsequent agreements relating to the Economic Development Contracts or the property associated therewith, upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to Assignee upon demand any and all instruments that may be necessary therefor.

Upon the payment in full and of all indebtedness secured hereby, this Collateral Assignment shall be and become void and of no further force and effect.

This Collateral Assignment shall bind and inure to the benefit of each of SIG and Borrower, their successors and assigns, and Assignee, and its successors and assigns.

All notices, demands and documents of any kind which may be desired or required to be served upon Assignor hereunder shall be sent by certified mail, return receipt requested, postage pre-paid, or may be delivered directly to Assignor pursuant to the terms of the Loan Agreement.



Each of SIG and Borrower hereby expressly waives any right of trial by jury in any action or legal proceeding arising out of or relating to the Loan Agreement or the transactions contemplated thereby or hereby.

**EXECUTED** as of the date first above written.

“BORROWER” \_\_\_\_\_,  
an Oklahoma limited liability company

By: \_\_\_\_\_  
Bob Stearns, Manager

“SIG” SOONER INVESTMENT GROUP, INC., an Oklahoma corporation

\_\_\_\_\_  
By: Robert Stearns  
Title: President

“ASSIGNEE/BANK”

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

## CONSENT TO ASSIGNMENT

The MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, a public trust (the "Trust") hereby consents to the Collateral Assignment of Financing Assistance Development Contracts and agrees as follows:

1. Consent and Recognition of Assignment. Upon the occurrence of the events described in this Collateral Assignment, the Trust hereby (i) recognizes and consents to the assignment of all rights of \_\_\_\_\_, an Oklahoma limited liability company ("Sooner"), in that certain Sooner Rose Phase II – Retail Economic Development Agreement between Sooner and the Trust dated as of \_\_\_\_\_, 2017 (the "Sooner Rose Agreement") and all rights of SOONER INVESTMENT GROUP, INC., an Oklahoma corporation ("SIG"), in that certain Economic Development Contract between SIG and the Trust dated as of December 22, 2016 (the "SIG Agreement"; the Sooner Rose Agreement and the SIG Agreement are collectively referred to in this Consent to Assignment as the "Financing Assistance Agreements") to \_\_\_\_\_ and (ii) confirms that \_\_\_\_\_ shall be entitled to all the benefits of such Financing Assistance Development Contracts and will fulfill all Borrower's duties and responsibilities of the Financing Assistance Development Contracts.
2. Notices. \_\_\_\_\_ shall be deemed to have requested notice under the Financing Assistance Development Agreements for any notice of default or any other notice under the Financing Assistance Development Agreements. The Trust shall deliver or mail in the United States mail, postage prepaid, to \_\_\_\_\_ a duplicate and concurrent copy of any such notice. \_\_\_\_\_ shall not be required to make any further request for notice.
3. Liability for Prior Acts. \_\_\_\_\_, if it succeeds to the interest of either SIG or Sooner Rose in either of the Financing Assistance Development Agreements, shall not (a) be liable for any damages or other relief attributable to any act or omission of either SIG or Sooner Rose; or (b) be bound by any modification or amendment of or to either of the Financing Assistance Development Agreements unless the amendment or modification shall have been approved in writing by \_\_\_\_\_.
4. Third-Party Beneficiary. \_\_\_\_\_ shall be deemed to be a third party beneficiary of the Financing Assistance Development Agreements with respect to any and all provisions of the Financing Assistance Development Agreements. Notwithstanding anything to the contrary in either Financing Assistance Development Agreement, Trust may terminate either of the Financing Assistance Development Agreements because of a default thereunder (where termination is an available remedy under either of such Financial Assistance Development Agreements) only after Trust, in accordance with the Financial Assistance Development Agreements and/or this Agreement, has delivered or mailed notice of such termination to \_\_\_\_\_ at the address set forth herein, specifying such default, and \_\_\_\_\_ shall have the cure rights provided to SIG and/or Sooner Rose dating from the date \_\_\_\_\_ receives such notice.
5. No Voluntary Termination. So long as the Loan from \_\_\_\_\_ to Sooner Rose is in effect, neither Financial Assistance Development Agreement will be voluntarily canceled, surrendered, or terminated, without the prior written consent of \_\_\_\_\_, which consent shall not be unreasonably withheld, conditioned or delayed.
6. True and Complete Financing Assistance Development Agreements. The Trust represents and warrants to \_\_\_\_\_ that the Financing Assistance Development Agreements attached as Exhibits E-1 and E-2 accurately identify the Financing Assistance Development Agreements and all amendments, supplements, side letters and other agreements and memoranda pertaining to the Financing Assistance Development Agreements.

7. No Default. As of the date of this Consent to Assignment, the Trust represents and warrants that, to the best of its knowledge, there exist no events of default or events that, with notice or the passage of time or both, would be events of default under the Financing Assistance Development Agreements on the part of the Trust or either SIG or Sooner Rose. The Trust represents and warrants that the Financing Assistance Development Agreements are in full force and effect as of the date of this Consent to Assignment.
8. No Prior Assignments. The Trust has not received notice of any prior assignment, hypothecation or pledge of either SIG's or Sooner Rose's interest in either of the Financing Assistance Development Agreements.

"TRUST"

MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY, a  
public trust,

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
CHAIRMAN

"CITY"

\_\_\_\_\_

\_\_\_\_\_

REVIEWED for form and legality as of  
\_\_\_\_\_, 2017.

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



**City Manager**  
100 N. Midwest Boulevard  
Midwest City, OK 73110  
Office 405.739.1207  
[ghenson@midwestcityok.org](mailto:ghenson@midwestcityok.org)  
[www.midwestcityok.org](http://www.midwestcityok.org)

## MEMORANDUM

To: Honorable Mayor and City Council

From: Guy Henson, City Manager

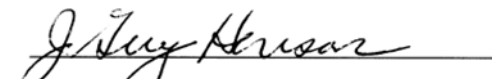
Date: April 11, 2017

Subject: 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.

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The agreement is in the final drafting stage. Upon completion, we will provide it to you under separate cover. This agreement will establish the monetary amount the City and the Memorial Hospital Authority will contribute and other terms that will govern the duties and responsibilities of Warren Theatres, the City and the Authority in the development of property located at the northwest corner of Buena Vista Avenue and SE 15th Street.

Staff recommends approval.

  
Guy Henson, City Manager

**STATE OF OKLAHOMA**

**SOONER ROSE PHASE II – THEATRE  
DEVELOPMENT FINANCING ASSISTANCE AGREEMENT**

**COUNTY OF OKLAHOMA**

**THIS SOONER ROSE PHASE II – THEATRE DEVELOPMENT FINANCING ASSISTANCE AGREEMENT** (this “Agreement”) is entered into as of the \_\_\_\_\_ day of April, 2017 (the “Effective Date”), by and between the Midwest City Memorial Hospital Authority, an Oklahoma public trust (the “Authority”), and MWC Warren Theatre, Inc., a Kansas corporation (“Warren”), and the City of Midwest City, Oklahoma (the “City”), a municipal corporation of the State of Oklahoma.

**RECITALS**

WHEREAS, the Authority was created by that certain “Amended and Restated Trust Indenture”, dated as of the 1st day of July, 1961, as a public trust for the use and benefit of the City of Midwest City, Oklahoma, (hereinafter, the “City”) pursuant to the provisions of Title 60, Sections 176, et seq., of the Oklahoma Statutes, as amended and supplemented (hereinafter, the “Public Trust Act”) and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City, as the beneficiary thereof, acting through its City Council, has adopted a resolution accepting beneficial interest therein on behalf of said City; and

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

WHEREAS, in order to accomplish its designated purposes, the Authority is empowered to provide funds for the costs of acquiring, constructing, rehabilitating, equipping, securing, maintaining and developing real and personal property within and near the City, and to enter into, make and perform contracts for the sale of its bonds, notes or other evidence of indebtedness to finance the costs thereof, and to perform all of its obligations contained in the Agreement; and

WHEREAS, Warren has proposed to redevelop and construct a retail and movie theatre development within the boundaries of the City (hereinafter, the “Project”) and, in connection therewith, and the Authority offered Warren development financing assistance in acquiring land and in defraying the costs of certain building, site, and infrastructure improvements; and

WHEREAS, Warren has the professional ability and expertise to undertake the Project in a manner that will enhance and improve economic growth and development of commerce in the City; and

WHEREAS, both the Authority and Warren have a significant interest in encouraging and improving commerce and economic development in the City agree that the two entities working together with the City and others will have a greater, more positive impact on commerce and economic development in the City than they would have separately; and

WHEREAS, based on the contributions of the City, the Authority, and others as provided herein, and the performance of the other obligations referenced, Warren intends to invest its resources and capital to undertake the redevelopment and gentrification of an approximate 16.6233-acre parcel of property at the northwest quadrant of the intersection of Southeast 15<sup>th</sup> Street and Buena Vista Avenue,

and which is more particularly described in Exhibit A, attached hereto and incorporated by reference (the "Theatre Property"); and

WHEREAS, Sooner Investment Group, Inc. ("Sooner") has the Theatre Property and additional property adjacent thereto identified on Exhibit A-1 as the "Sooner Rose II Property" (the "Sooner Rose II Property") under contract pursuant to that certain Commercial/Industrial Real Estate Purchase Contract, by and between Sooner Investment Group, Inc., as Buyer, and G. Michael Vloedman, N. Carolyn Hurst Revocable Trust, and Garrett Vloedman and Emily Vloedman Living Trust, as Seller, and dated September 30, 2016 (the "Land Contract"), and Sooner intends to convey the Theatre Property to the Authority in furtherance of the parties' intent to redevelop the Theatre Property, and Sooner intends to concurrently redevelop the Sooner Rose II Property for retail and commercial uses complimentary to Warren's intended redevelopment of the Theatre Property; and

WHEREAS, the Authority and the City have concluded their independent assessment of the plan of development proposed by Warren and have determined that the redevelopment of the Theatre Property as proposed by Warren is feasible; and

WHEREAS, the City has adopted and approved that certain "Project Plan Relating to Tax Increment District No. Two, City of Midwest City, Oklahoma (Sooner Rose Increment District Project)" (the "Project Plan") and has created, within the boundaries set forth in the Project Plan, Increment District Number Two, City of Midwest City, Oklahoma (the "Sooner Rose Increment District") by Ordinance No. 3291 on March 28, 2017 (the "Ordinance"), pursuant to the Oklahoma Local Development Act, Title 62, Section 851, et seq., of the Oklahoma Statutes, as amended; and

WHEREAS, the parties wish to set forth the manner in which the Project is to be undertaken by Warren and the Authority, and the assistance in development financing which the Authority has agreed to provide.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the parties to this Agreement agree as follows:

1. **Recitals.** The forgoing recitals are true and correct and are hereby incorporated in this Agreement.
2. **Sooner Rose Phase II – Theatre Development Program.** Subject to the conditions and other provisions contained herein, Warren shall redevelop the Theatre Property for a movie theater building containing a minimum of ten movie screens and having an exterior appearance generally consistent with Warren's prototypical movie theatre in Moore, OK (excluding the IMAX addition to that theatre) (the "Theatre Building"), together with parking, drive aisles, signage, underground stormwater system and ancillary improvements, all substantially consistent with the Concept Site Plan, attached hereto and incorporated by reference as Exhibit B, and this Section, and as modified from time-to-time (the "Theatre Development").
  - 2.1. The Theatre Development shall include at least two – but not more than three – outparcels. The two outparcel configuration is generally depicted on Exhibit B, but Warren may alter that configuration and opt for three outparcels. In either event, one outparcel must be approximately  $\pm$  1.5 acres in size and must be developed and used initially for a sit-down restaurant where meals are prepared on-premises, served table-side, and no drive-through window service is available (the "Restaurant Use"). The Restaurant Use must open and operate for fully stocked and staffed as the Restaurant Use for one (1) business day prior to any change in use of the  $\pm$  1.5-acre outparcel. The second – and third, as applicable – outparcel may be

used for a restaurant, or for retail sales or services subject to the limitations contained in the PUD Agreement (defined below). It is not possible to know what market conditions shall prevail, so Warren shall have the right to alter the initial usage of the 1.5 acre outparcel from that of a Restaurant Use in the future, so long as the uses from time-to-time are compatible with the PUD Agreement, as amended. The parties hereto agree that Warren's obligations to Commence Construction (defined below) or Complete Construction (defined below) of the Theatre Development pursuant to this Agreement shall not include construction of improvements on the outparcels described in this Section.

- 2.2. The Theatre Development and the Sooner Rose Phase II – Retail Development shall be designed as a unified shopping center with coordinated vehicular and pedestrian ingress and egress (including drive aisles), all as consistent with the PUD Agreement.
  - 2.3. The parties intend that the Theatre Property shall be rezoned pursuant to the Sooner Rose Phase II – Theatre Planned Unit Development Agreement (the "PUD Agreement"), which must be prepared or reviewed and approved by Warren and submitted to and reviewed and approved by the City pursuant to the City's zoning authority in the City's absolute discretion subsequent to this Agreement and prior to Closing (defined below).
  - 2.4. The parties acknowledge that the Concept Site Plan and Theatre Development description provided in this Section represent a conceptual development program that has not been fully designed, determined or engineered, and that certain adjustments necessary for design, engineering, construction, or market conditions will be necessary for the Theatre Development to proceed, which adjustments shall be incorporated into the Theatre Development without need for further amendment to this Agreement provided such adjustments are permitted as part of the PUD Agreement (including any amendment thereto). The Concept Site Plan shall be superceded automatically by the PUD Agreement, as amended from time to time, without need for further amendment of this Agreement.
3. **Warren's Obligations.** In consideration of the Authority's obligations set forth in Section 4, and subject to the conditions and other provisions contained in this Agreement, Warren shall undertake the obligations set forth in this Section. Except as otherwise expressly provided in this Agreement, Warren shall undertake the obligations set forth in this Section at its sole cost and expense.
    - 3.1. From and after the Effective Date, and subject to the simultaneous performance of the other obligations to be performed by the other parties hereto, as referenced elsewhere herein, and the conditions contained herein, Warren shall in good faith undertake such actions as it determines are reasonably necessary for the design, rezoning and governmental permitting for the Theatre Development on the Theatre Property (excluding any outparcel improvements, Off-Site Improvements (defined below), and all building permits for vertical construction of the Theatre Development), including but not limited to, all applicable local and state permits and approvals, land use and zoning changes, site plan approval and all other permits reasonably necessary to Commence Construction (defined below) (collectively, the "Theatre Approvals"). All design and engineering documents relating to site grading, utilities, parking and vehicular circulation, and the stormwater system for the Theatre Property shall be generally consistent with the Concept Site Plan and shall be compatible with the Sooner Rose Phase II – Retail Development. When complete, the Theatre Development and Sooner Rose Phase II – Retail Development shall form a cohesive retail and entertainment center comparable with first-class retail centers in the Oklahoma County market.

- 3.2. Prior to Closing, but following the satisfaction of any conditions or other provisions contained in this Agreement, Warren shall deliver to the Authority information concerning Warren's financial and other abilities to develop the Theatre Development to the Authority as follows:
  - 3.2.1.1. Copies of all Theatre Approvals necessary to Commence Construction (defined below) of the Theatre Development;
  - 3.2.1.2. An estimate of the Theatre Development's (excluding the outparcels) construction costs;
  - 3.2.1.3. A certificate executed by Warren and its general contractor certifying that they have entered into a contract for performance of such work; and
  - 3.2.1.4. A certificate executed by Warren and its lender certifying that they have executed loan documentation for financing in a specified sum of money sufficient for construction of the theatre and related facilities, excluding the equity requirement of such lender.
- 3.3. On the Closing Date (defined below), subject to the satisfaction of any conditions or other provisions contained in this Agreement, Warren shall accept title to the Theatre Property from the Authority.
- 3.4. Subject to Section 3.5.1, as soon as practicable following the Closing Date, and in any event not later than ninety (90) days, as extended by any Permitted Delays as defined in Section 4.2.2.2 below, following the Closing Date, Warren shall endeavor in good faith using diligent efforts to Commence Construction of the Theatre Development. The term "Commence Construction" shall mean (i) Warren's obtaining a development order or permit authorizing site clearing and grading and construction of site improvement, (ii) Warren's execution of the construction contract referenced in Section 3.2.1.3, and (iii) completion of at least \$10,000.00 of construction costs associated with the Theatre Development pursuant to the construction contract referenced in Section 3.2.1.3.
- 3.5. Once Warren has commenced construction of the Theatre Development, Warren shall thereafter diligently pursue construction of the Theatre Development until Warren shall Complete Construction of the Theatre Development. Warren shall make good faith, diligent efforts (without incurring overtime charges) to Complete Construction of the Theatre Development within fifteen (15) months following the date Warren shall Commence Construction but shall have no liability for failing to Complete Construction by such date so long as it continues such efforts. The term "Complete Construction" shall mean Warren's completing construction of all improvements associated with the Theatre Building and Warren's obtaining a certificate of occupancy for the Theatre Building.
  - 3.5.1. Provided, however, in the event the Authority does not cause the removal of the Gas Line (defined in Section 4.3.1 below) and fully vacate the Gas Line Easement (defined below) from the Theatre Property in accordance with Section 4.3.1 within ninety (90) days after the Closing Date, Warren's endeavor to Commence Construction and to Complete Construction of the Theatre Building as provided in Sections 3.5 shall be tolled two (2) days for each single day after the ninetieth (90<sup>th</sup>) day the Authority has not relocated the Gas Line and vacated the Gas Line Easement. The Authority shall cause the site of the removed



Gas Line to be compacted and restored in a manner consistent with the site plan and grading plans prepared by Warren associated with the Theatre Development.

- 3.5.2. Warren shall use reasonable efforts to include in all contracts it executes with its Theatre Development contractors that, to the extent reasonably practicable, such contractors shall cause construction purchases to be delivered to the Theatre Property and shall use the appropriate Midwest City, OK street address for such purchases, and that Oklahoma state and Midwest City sales/use taxes, as applicable, shall apply to such purchases of building items and construction materials. Warren will use reasonable efforts to provide the City lists of purchase prices and copies of invoices Warren receives from such contractors for purchases to which this provision applies.
- 3.6. Following the date that Warren shall Complete Construction of the Theatre Development, Warren shall:
  - 3.6.1.1. Deliver to the Authority all documentation reasonably necessary to establish that Warren has completed construction, including but not limited to the certificate of occupancy for the Theatre Building and other such administrative documentation necessary for occupying the Theatre building; and
  - 3.6.1.2. Open the Theatre Building for business to the general public fully stocked and staffed as a Warren Theatre for at least one full business day (the "Theatre Opening").
- 3.7. Pursuant to the Authority's obligations in Section 4.3.1, the Authority, or Sooner on behalf on the Authority, shall negotiate an agreement ("Pipeline Relocation Agreement") concerning the removal and relocation of the Gas Line and Gas Line Easement with Enefrin in form and substance reasonably satisfactory to Warren. Warren shall grant to Enefrin a new easement for the relocated Gas Line as more particularly described in Section 4.3.1., which easement instrument shall be in form and substance reasonably satisfactory to Warren.
- 3.8. Other than the Theatre Development, Warren shall not develop, own or operate a movie theater located within ten (10) miles of the Theatre Property boundary for a period of ten (10) years from the Theatre Opening. In the event the Warren shall violate this provision, the City's and Authority's sole, right, remedy and recourse shall be that their obligations set forth in Section 4.5 shall be immediately null and void and of no further force or effect.
4. **Authority's Obligations; Certain City Obligations.** In consideration of Warren's obligations set forth in Section 3, the Authority shall undertake the obligations set forth in this Section. Except as otherwise expressly provided in this Agreement, and subject to any conditions contained herein, the Authority shall undertake the obligations set forth in this Section at its sole cost and expense.
  - 4.1. Within forty-five (45) days following the Effective Date, the Authority shall provide evidence reasonably satisfactory to Warren that the Authority has sufficient authority and funds available to it to pay the Construction Contribution (defined below); the right to perform its obligations hereunder; and that all necessary or appropriate actions have been taken so that this Agreement is fully binding and enforceable against the Authority.

In addition to the foregoing, prior to the execution hereby by Warren, the Authority has delivered to Warren a legal opinion opining that the Authority have taken all necessary or appropriate actions to approve the execution and performance of this Agreement; that such

bodies have the full power and authority to execute and perform this Agreement; and that the obligations of Authority hereunder are fully enforceable by Warren; and such other matters relating to the foregoing as Warren shall reasonably request.

4.2. On the Closing Date, subject to satisfaction of any conditions or other provisions contained in this Agreement:

4.2.1. Pursuant to a separate agreement between Sooner, the City and the Authority, Sooner shall assign its rights to purchase the Theatre Property pursuant to the Land Contract to the Authority, and the Authority shall accept such assignment and shall purchase the Theatre Property; and

4.2.2. As part of the development financing assistance the Authority is providing hereunder, the Authority shall, within the period specified in Section 5.2, convey and contribute to Warren fee simple title to the Theatre Property, subject to the Temporary Use Restriction and Reversionary Interest (both defined below) pursuant to the terms of Section 5.

4.2.2.1. The term "Temporary Use Restriction" shall mean a use restriction contained in the deed of conveyance from the Authority to Warren, which shall restrict the use of the Theatre Property, excluding the outparcels referenced in Section 2.1 above, and shown on the draft Warren Rose Phase II –Theatre Planned Unit Development, to only a movie theater (containing at least ten (10) screens) together with ancillary uses such as restaurants, concessions and movie-related merchandise sales. The Temporary Use Restriction shall terminate automatically and immediately on the date Warren shall Complete Construction. Following the date Warren shall Complete Construction, the parties hereto agree to cooperate in good faith with each other and Warren's lender to promptly execute and record in the real estate records such document as may be required by such lender or Warren to terminate the Temporary Use Restriction.

4.2.2.2. The term "Reversionary Interest" shall mean a reversionary interest retained by the Authority as set forth in the deed of conveyance from the Authority to Warren, which shall provide that, in the event Warren does not Commence Construction of the Theatre Development within ninety (90) days of Closing, as extended as provided in Section 14 and due to any delay by the Authority in the removal and vacation of the Gas Line to any delay in completion of the Public Improvements (collectively, "Permitted Delays"), fee simple title to the Theatre Property shall vest in the Authority. The specific provision of the Reversionary Interest shall be satisfactory to Warren and the Authority. Provided, however, that the Reversionary Interest shall terminate automatically and be of no further force or effect immediately upon the date Warren shall Commence Construction of the Theatre Development. The parties hereto agree to cooperate in good faith with each other and Warren's lender at the time Warren shall Commence Construction to execute such document as may be required by such lender or Warren to terminate the Reversionary Interest.

4.3. Following the Closing Date:

4.3.1. The parties hereto acknowledge that a natural gas transmission line and associated improvements owned by Enefrin is located on the Property (the "Gas Line"), and an easement associated with the Gas Line burdens the Theatre Property (the "Gas Line

Easement”), all as more particularly shown on Exhibit B. Prior to Warren’s obligation to Commence Construction as provided in Section 3.4, the Authority shall cause, at its sole cost and expense, the Gas Line to be removed from its current location on the Property and the Gas Line Easement to be vacated, released, or otherwise quit claimed to Warren by Enefrin, all in a manner reasonably satisfactory to Warren. Within thirty (30) days following the date the Gas Line is removed, the Authority shall, at its sole cost and expense, cause the Gas Line to be relocated to the eastern boundary of the Property immediately adjacent to Buena Vista Avenue in an area reasonably acceptable to Warren;

4.3.2. The Authority shall contract with Sooner for the construction of the Public Improvements (defined below) pursuant to the terms of Section 6,

4.4. The Authority shall pay to Warren the Construction Contribution in the amount and at the times specified in Section 7.

4.5. The Authority shall not provide economic/development funding or other consideration to a movie theater located within ten (10) miles of the Theatre Property for a period of ten (10) years following the Theatre Opening. In the event the Authority shall violate this provision, Warren’s sole right, remedy and recourse shall be that its obligation set forth in Section 3.8 shall be immediately null and void and of no further force or effect.

## **5. Authority Property Conveyance.**

5.1. Warren shall obtain, at Warren’s sole cost, an owner’s title insurance policy from a title company of Warren’s choice agreeing to insure title to the Theatre Property in an amount that Warren estimates is equal to the value of the Theatre Property and subject to no exceptions other than those matters acceptable to Warren, those which will be discharged prior to or at the Closing, and the standard printed exceptions and exclusions from coverage modified in a manner acceptable to Warren (the “Commitment”). Additionally, unless otherwise available pursuant to the Land Contract, Warren may obtain a survey of the Theatre Property. Warren shall provide the Authority a copy of the Commitment and survey upon receipt. If the Commitment or survey, disclose exceptions or matters that are not acceptable to Warren or its lender, the Authority, at its option, may cure such defects to Warren’s reasonable satisfaction. If the Authority fails to have the Commitment exceptions, or survey matters, removed or the defects cured prior to the Closing Date, Warren may terminate this Agreement or Warren may elect, in its discretion, to take title as it then is notwithstanding such exceptions, title defects or survey matters. If new exceptions or matters arise prior to the Closing, the Authority shall exercise reasonable diligence in the curing of any such matters, defects or exceptions, including payment and discharge of any liens or encumbrances affecting title of the Theatre Property, and the Closing and other deadlines associated with development of the Theatre Property shall be tolled until the Authority shall have cured such matters, exceptions or defects. At the Closing, Warren shall obtain an owner’s title policy showing good and marketable title in Warren through the Closing and subject only to the permitted exceptions and any survey or other matters accepted by Warren.

5.2. The parties hereto agree that Sooner’s assignment of its rights to acquire the Theatre Property pursuant to the Land Contract to the Authority, and the Authority’s purchase of the Theatre Property, shall occur prior to the Closing Date, but in any event, subject to the satisfaction of all conditions precedent or other provisions contained herein, not later than September 30, 2017.

- 5.3. In the event Warren's or Authority's conditions precedent as specified in Section 11 hereof are not satisfied by October 2, 2017, either such party may terminate this Agreement upon written notice given to the other and thereupon none of the parties hereto shall have any further obligations hereunder. Subject to the other provisions contained herein, the Closing between Warren and the Authority shall occur on October 2, 2017, or such earlier date as the parties shall agree upon (the "Closing Date"). Subject to the other provisions of this Agreement, at the Closing, the Authority shall convey title to the Theatre Property to Warren by special warranty deed subject to the Reversionary Interest. The Authority shall convey the Theatre Property as a contribution to Warren for no compensation, other than the in consideration for the covenants and promises provided by Warren pursuant to this Agreement and the agreements made between the Authority and Sooner. Concurrent with the conveyance of the Theater Property, Warren shall convey to the Authority a temporary construction easement for the relocation of the Gas Line as provided in Section 4.3.1. Except as otherwise provided herein, and according to the Land Contract, Warren shall pay all of its costs associated with its Closing of the acquisition of the Theatre Property; provided, however, the Authority shall be responsible for its costs and legal fees associated with this Agreement and the Closing.
- 5.4. Except as otherwise provided in this Agreement, neither the City nor the Authority is making, and each hereby specifically disclaims, any representations or warranties of any kind, express or implied, with respect to the condition of the Theatre Property. Warren agrees that Warren has not relied upon and will not rely upon, either directly or indirectly, any representation of the City or the Authority (except as otherwise set forth in this Agreement) or any agent of the City or the Authority regarding the condition of the Theatre Property. EXCEPT AS OTHERWISE PROVIDED HEREIN, AND IN THE AUTHORITY'S DEED, WARREN ACKNOWLEDGES AND AGREES THAT UPON THE CLOSING DATE THE AUTHORITY SHALL CONVEY TO WARREN, AND WARREN SHALL ACCEPT, THE THEATRE PROPERTY "AS IS, WHERE IS" WITH ALL FAULTS, AND, EXCEPT AS PROVIDED IN THIS AGREEMENT AND THE AUTHORITY'S DEED, THERE ARE NO ORAL AGREEMENTS, WARRANTIES, OR REPRESENTATIONS (EXCEPT AS OTHERWISE PROVIDED HEREIN), COLLATERAL TO OR AFFECTING THE THEATRE PROPERTY BY THE AUTHORITY, ANY AGENT OF THE CITY OR THE AUTHORITY OR ANY THIRD PARTY ACTING FOR OR ON BEHALF OF THE CITY OR THE AUTHORITY. The terms of this Section 5.4 shall expressly survive termination of this Agreement.
6. **Public Improvements.** In consideration of Warren undertaking the obligations set forth in Section 3, the Authority shall contract with Sooner pursuant to the Development Financing Agreement to be entered into between the Authority and Sooner for the construction of certain public improvements as more particularly described in Exhibit C (the "Public Improvements"). Prior to the Closing Date, the Authority shall provide Warren evidence that the construction and completion of the Public Improvements is included in the tax increment finance budget created concurrent with this Agreement. The Authority, shall complete, or cause Sooner to complete, the Public Improvements not later than six months following the Closing Date.
7. **Construction Contribution.** Subject to the terms of this Section, the Authority shall pay to Warren the amount of Five Million and No/100 Dollars (\$5,000,000.00), as a contribution for the construction of the Theatre Development pursuant to the terms of this Section (the "Construction Contribution"). After the later of: (i) the date Warren shall Complete Construction and (ii) the Theatre Opening, Warren shall submit to the Authority a written Contribution Notice, providing the Authority sufficient documentation as is reasonably necessary to confirm the occurrence of (i) and (ii). The Authority shall be entitled to inspect the Theatre Property to confirm that Warren shall have Completed Construction of the Theatre

Development and the Theatre Opening has occurred. The Authority shall pay the Construction Contribution to Warren within fifteen (15) days of receipt of the Contribution Notice. In the event of a failure of the Authority to pay the Construction Contribution on or before the date required hereunder, the Construction Contribution shall accrue interest at the rate of ten (10%) per annum.

**8. Assignment.** Warren's rights and obligations pursuant to this Agreement may be assigned by Warren only as set forth in this Section. Any assignment other than as provided in this Section shall be null and void except as approved by a prior written amendment to this Agreement, executed by the parties hereto.

a. The parties hereto acknowledge that Warren may undertake acquisition of the Theatre Property and development of the Theatre Development via an affiliate entity in which William Warren shall directly, or indirectly, have an ownership interest. Therefore, Warren's rights and obligations pursuant to this Agreement may be assigned in whole or in part without the prior consent of the Authority to any such entity or entities on or before the Closing Date without the need for amendment to this Agreement. Warren may desire to assign the rights hereunder to receive the outparcels referenced in Section 2.1 above to another entity permitted hereunder prior to the Closing Date.

b. The parties hereto acknowledge that Warren may undertake acquisition of the Theatre Property and development of the Theatre Development pursuant to an acquisition and development loan from a lender. Therefore, Warren's rights and obligations pursuant to this Agreement may be assigned, pledged and hypothecated to a lender associated with the acquisition of the Theatre Property and construction of the Theatre Development and without the prior consent of the Authority without the need for amendment to this Agreement.

c. Upon assignment pursuant to this Section, all the terms and conditions of this Agreement shall inure to the benefit of and bind the assignee.

**9. Tax Matters.** The development financing assistance being provided hereunder, including the contribution of the Theatre Property as provided in Section 4 and the Construction Contribution as provided in Section 7, are intended by the parties to be nontaxable contributions to the capital of Warren by non-shareholders, as permitted by Section 118 of the Internal Revenue Code; provided, however, that the City and the Authority shall have no liability or responsibility to Warren regarding the treatment of such development financing assistance, including the contribution of the Theatre Property and payment of the Construction Contribution, for federal or state income tax purposes.

**10. Representations and Warranties.**

10.1 Each of the parties hereto represent and warrant to each of the other parties that it is a duly constituted entity; has the full right and authority to execute and perform its respective obligations under this Agreement; and the Agreement is in full force and effect and constitutes a valid and legal binding obligation, enforceable in accordance with its terms as provided in this Agreement.

10.2 The City and Authority have executed an agreement with Sooner concerning Sooner's assignment of its purchase rights concerning the Theatre Property under the Land Contract, a

true and correct copy of which has been provided by the City and Authority to Warren. The City and Authority shall perform their respective obligations under such agreement, and take all action as necessary to cause Sooner to complete such assignment of the purchase rights under the Land Contract to Authority.

## **11. Certain Conditions Precedent.**

11.1. Warren's obligation to acquire the Theatre Property is conditioned upon the following:

- 11.1.1. The Authority having cured such matters, defects or exceptions concerning the Commitment and the survey as provided in Section 5.1 above, and the Title Insurance Company's issuance to Warren and its lender of a title insurance policy, subject only to the exceptions and survey matters to which Warren shall not object pursuant to such Section 5.1.
- 11.1.2. Warren having obtained such environmental reports or audits as it shall desire, or its lender shall require, with respect to the Theatre Property. The Authority shall promptly following the Effective Date deliver to Warren all environmental reports and other information in its possession or available to it, and Warren may engage a reputable environmental inspection firm to inspect and evaluate the Theatre Property and report to Warren thereon.
- 11.1.3. The Theatre Approvals shall have been fully and finally granted to Warren and not subject to any further appeal or reconsideration, and in all respects shall be satisfactory to Warren and its lender.
- 11.1.4. Warren shall have obtained financing for the performance of the Theatre Development on terms satisfactory to it.
- 11.1.5. Warren shall have been satisfied, in its sole discretion, with the evidence that the Authority has sufficient funds as provided in Section 4.1 above.
- 11.1.6. Warren shall be satisfied, in its sole discretion, concerning the plans and specifications of the Off-Site Improvements.
- 11.1.7. A former retail gas station existed on the Out Parcel located closest to the intersection of Buena Vista Avenue and S.E. 15<sup>th</sup> Street and underground storage tanks are currently located thereon. Such tanks and related equipment shall be removed and all remediation necessary to cause such site to fully comply with applicable laws, rules and regulations shall have been completed to Warren's satisfaction prior to the Closing Date.
- 11.1.8. Sooner shall have acquired the Sooner Rose II Property.
- 11.1.9. In the event any of the conditions contained in Sections 11.1.1 - 11.1.8 are not satisfied by the Closing Date, Warren may, upon written notice given to the other parties hereto, terminate this Agreement.

11.2. The Authority's obligation to acquire the Theatre Property under the Land Contract and convey the same to Warren hereunder is conditioned upon the following:

11.2.1. Authority's satisfaction with the cost and financial information to be delivered by Warren to Authority pursuant to Sections 3.2.1.2 – 3.2.1.4, inclusive.

- 12. No Partnership.** Nothing contained in this Agreement shall be construed in any way as creating a joint venture, partnership, or similar business relationship between or among, the City, the Authority and Warren. Consistent with the terms of this Agreement, Warren shall develop, operate, maintain, lease, sell, hypothecate, and otherwise convey the Theatre Property or portions thereof in its sole and absolute discretion.
- 13. Default.** Except as otherwise expressly provided in this Agreement, in the event either party hereto shall default of any its obligations as provided in this Agreement, following thirty (30) days' prior written notice from the non-defaulting party to the defaulting party with the defaulting party's opportunity to cure such default, the non-defaulting party may exercise any and all rights and remedies available at law or equity, including, but not limited to, specific performance of the defaulting party's obligations pursuant to the terms of this Agreement; provided, however, if the default is of a nature that cannot be reasonably cured within such 30-day period, then the defaulting party shall be allowed a reasonable period of time to cure such default provided that it diligently commences the cure within the 30-day period and thereafter undertakes and continuously pursues such cure; provided, notwithstanding the foregoing, any default regarding the payment of money must be cured within five (5) business days.
- 14. Force Majeure.** Notwithstanding anything in this Agreement to the contrary, no party hereto shall be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Agreement to be performed by it if any failure of its performance shall be due to any fire, earthquake, labor dispute, act of terrorism, strike, lockout, civil commotion, war, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service, Act of God, weather, or any other cause whatsoever beyond the reasonable control of obligated party, and the time for performance by such obligated party shall be extended by the period of delay resulting from or due to any of said causes; provided, nothing in this section shall excuse or extend a party's obligation to pay any sum due under this Agreement.
- 15. Termination.** Upon the completion of Warren's obligations set forth in Section 3, excluding 3.8, and completion of the Authority's obligations as set forth in Section 4, 5, 6, and 7, this Agreement shall terminate and shall be of no further force or effect except as to terms and conditions that expressly survive termination.
- 16. Miscellaneous.** Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto, their successors and assigns. If any date herein set forth for the performance of any obligations by any party hereto or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any federal holiday for which financial institutions or post offices in the State of Oklahoma are generally closed for observance thereof. As used herein, the term "business day" shall mean a day which is not a Saturday, Sunday or legal holiday. The headings used herein are for convenience only and shall not be used in interpreting this Agreement. Nothing in this Agreement shall serve to affect or otherwise limit the City's and Authority's police powers, zoning authority or other governmental action of the

City or Authority. This Agreement shall represent the entire understanding between the parties with respect to the subject matter hereof, and supersede all other negotiations and agreements made by the parties concerning the matters set forth herein. Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable, shall be severable and shall not be construed to render the remainder of the Agreement to be invalid, illegal, or unenforceable. This Agreement may not be amended, unless evidenced in writing and executed by the parties hereto. This Agreement shall be governed by and constructed in accordance with the laws of the State of Oklahoma. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original, and all of which shall together constitute one and the same instrument. Each party acknowledges that all parties to this Agreement participated in the preparation thereof, and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than the other.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

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

**ATTEST:**

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

\_\_\_\_\_  
\_\_\_\_\_, Secretary

\_\_\_\_\_  
\_\_\_\_\_, Chairman

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

\_\_\_\_\_  
\_\_\_\_\_, General Counsel

Approved and agreed to by Warren on the Effective Date.

**MWC WARREN THEATRE, INC.**, a Kansas  
corporation

By: \_\_\_\_\_  
William J. Warren, President

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

**ATTEST:**

**CITY OF MIDWEST CITY, OKLAHOMA**, a municipal  
corporation of the State of Oklahoma

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

\_\_\_\_\_  
\_\_\_\_\_, Mayor

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

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

## EXHIBIT A

### PROPERTY DESCRIPTION

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a distance of 1,286.19 feet to the POINT OF BEGINNING;

THENCE North 00°35'11" West, perpendicular to the south line of said Southwest Quarter, a distance of 399.33 feet;

THENCE North 01°20'38" West, parallel with the west line of said Southwest Quarter, a distance of 920.64 feet to a point on the centerline of Southeast 12<sup>th</sup> Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records;

THENCE North 89°24'49" East, along said centerline and parallel with the south line of said Southwest Quarter, a distance of 547.18 feet to a point, said point being 792.00 feet South 89°24'49" West of the east line of the said Southwest Quarter;

THENCE South 01°23'57" East, parallel with the east line of said Southwest Quarter, a distance of 1,320.02 feet to a point on the south line of said Southwest Quarter, said point being 792.00 feet South 89°24'49" West of the southeast corner of said Southwest Quarter;

THENCE South 89°24'49" West, along said south line, a distance of 553.73 feet to the POINT OF BEGINNING.

Said tract of land containing 724,111 square feet or 16.6233 acres more or less.

The basis of bearings for this legal description is the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of South 89°24'49" West on the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma.

GWS 1-18-17

## EXHIBIT A-1

### SOONER ROSE II PROPERTY DESCRIPTION

A tract of land lying in the Southwest Quarter of Section Four (4), Township Eleven (11) North, Range Two (2) West of the Indian Meridian, Oklahoma County, Oklahoma being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter;

THENCE North 89°24'49" East, along the south line of said Southwest Quarter, a distance of 593.83 feet (594.00 feet per vesting deed) to a point of intersection with the projected east line of Lot Five (5), in Block One (1) of SOONER ROSE ADDITION, an Addition to the City of Midwest City, Oklahoma, according to the plat thereof recorded in Book 75 of Plats at Page 12 in the records of the Oklahoma County Clerk, said point being the POINT OF BEGINNING;

THENCE along said projected line and the actual east line of said Lot 5 and the east and south lines of Lot One (1), in Block One (1) of said SOONER ROSE ADDITION, the following two (2) courses:

1. North 01°20'38" West a distance of 660.00 feet,
2. North 89°24'49" East, passing at a distance of 254.66 feet to an easterly corner of said Lot 1, Block 1, SOONER ROSE ADDITION, and continuing for a total distance of 584.67 feet (585.00 feet per vesting deed);

THENCE North 01°20'38" West a distance of 660.00 feet to a point on the centerline of Southeast 12th Street as shown on the plat of CROSBY RICHLAND HILL ADDITION, according to the plat thereof recorded in Book 31 of Plats, Page 94, Oklahoma County records;

THENCE North 89°24'49" East, along said centerline and parallel with the south line of said Southwest Quarter, a distance of 112.97 feet;

THENCE South 01°20'38" East, parallel with the west line of said Southwest Quarter, a distance of 920.64 feet;

THENCE South 00°35'11" East, perpendicular to the south line of said Southwest Quarter, a distance of 399.33 feet to a point on the south line of said Southwest Quarter;

THENCE South 89°24'49" West, along said south line, a distance of 692.36 feet to the POINT OF BEGINNING.

Said tract of land containing 533,905 square feet or 12.2568 acres more or less.

The basis of bearings for this legal description is the Oklahoma State Plane Coordinate System (NAD83-North Zone) using a bearing of South 89°24'49" West on the south line of the Southwest Quarter of Section 4, Township 11 North, Range 2 West of the Indian Meridian, Oklahoma County, Oklahoma.

GWS 1-18-17

**EXHIBIT B**  
**CONCEPT PLAN**

**SITE LEGEND**

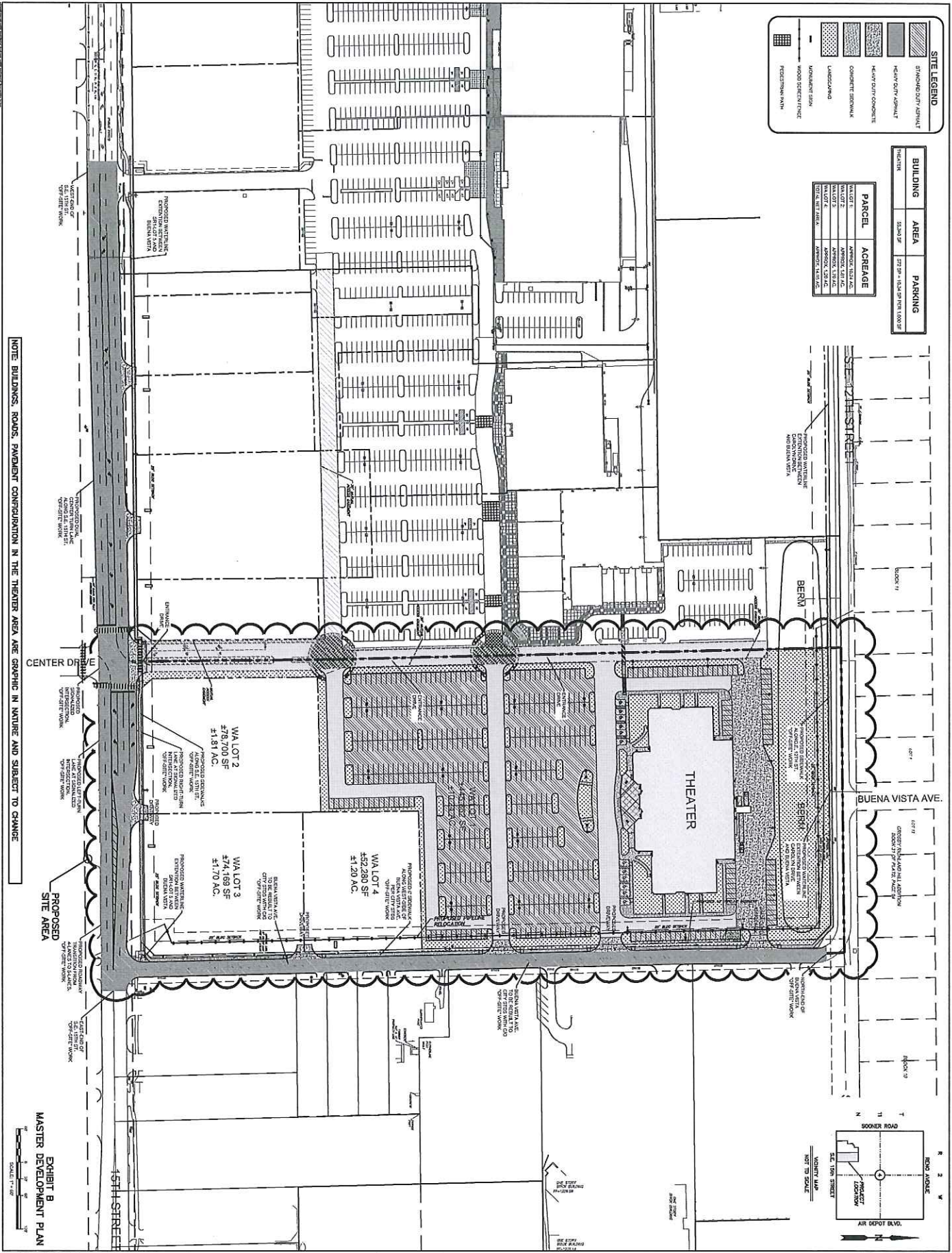
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[Symbol]	HEAVY DUTY ASPHALT
[Symbol]	HEAVY DUTY CONCRETE
[Symbol]	CONCRETE SIDEWALK
[Symbol]	LANDSCAPE
[Symbol]	LANDSCAPE ISLAND
[Symbol]	WOOD SCIENTIFIC
[Symbol]	PROPAGATION
[Symbol]	PROPAGATION
[Symbol]	PROPAGATION

**BUILDING AREA PARKING**

NUMBER	AREA	PARKING
1	30,000 SF	125 SP - 100 SP PER 10,000 SF

**PARCEL ACREAGE**

WA LOT 1	AMERICAN CULTURE
WA LOT 2	AMERICAN CULTURE
WA LOT 3	AMERICAN CULTURE
WA LOT 4	AMERICAN CULTURE
WA LOT 5	AMERICAN CULTURE



NOTE: BUILDINGS, ROADS, PARKING CONFIGURATION IN THE THEATER AREA ARE GRAPHIC IN NATURE AND SUBJECT TO CHANGE

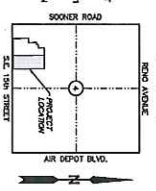


EXHIBIT B  
MASTER DEVELOPMENT PLAN

**SMC**  
S.M. Consulting Engineers, P.C.  
1000 N. W. 10th St., Suite 100  
Midwest City, Oklahoma 73101  
Tel: (405) 412-1111  
Fax: (405) 412-1112  
www.smce.com

**SOONER ROSE PHASE II - WARREN**  
SOONER ROAD & 15TH STREET  
MIDWEST CITY, OKLAHOMA

**NOT FOR CONSTRUCTION**

**SOONER INVESTMENT**  
Commercial and Investment Real Estate  
300 West 1-16 Street, Suite 100, Oklahoma City, OK 73101  
(405) 412-0444 Fax (405) 412-2384

**OKLAHOMA ENGINEERING BOARD**  
REGISTERED PROFESSIONAL ENGINEER  
No. 10000  
S.M. Consulting Engineers, P.C.  
1000 N. W. 10th St., Suite 100  
Midwest City, Oklahoma 73101  
Tel: (405) 412-1111  
Fax: (405) 412-1112  
www.smce.com

## EXHIBIT C

### PUBLIC IMPROVEMENTS

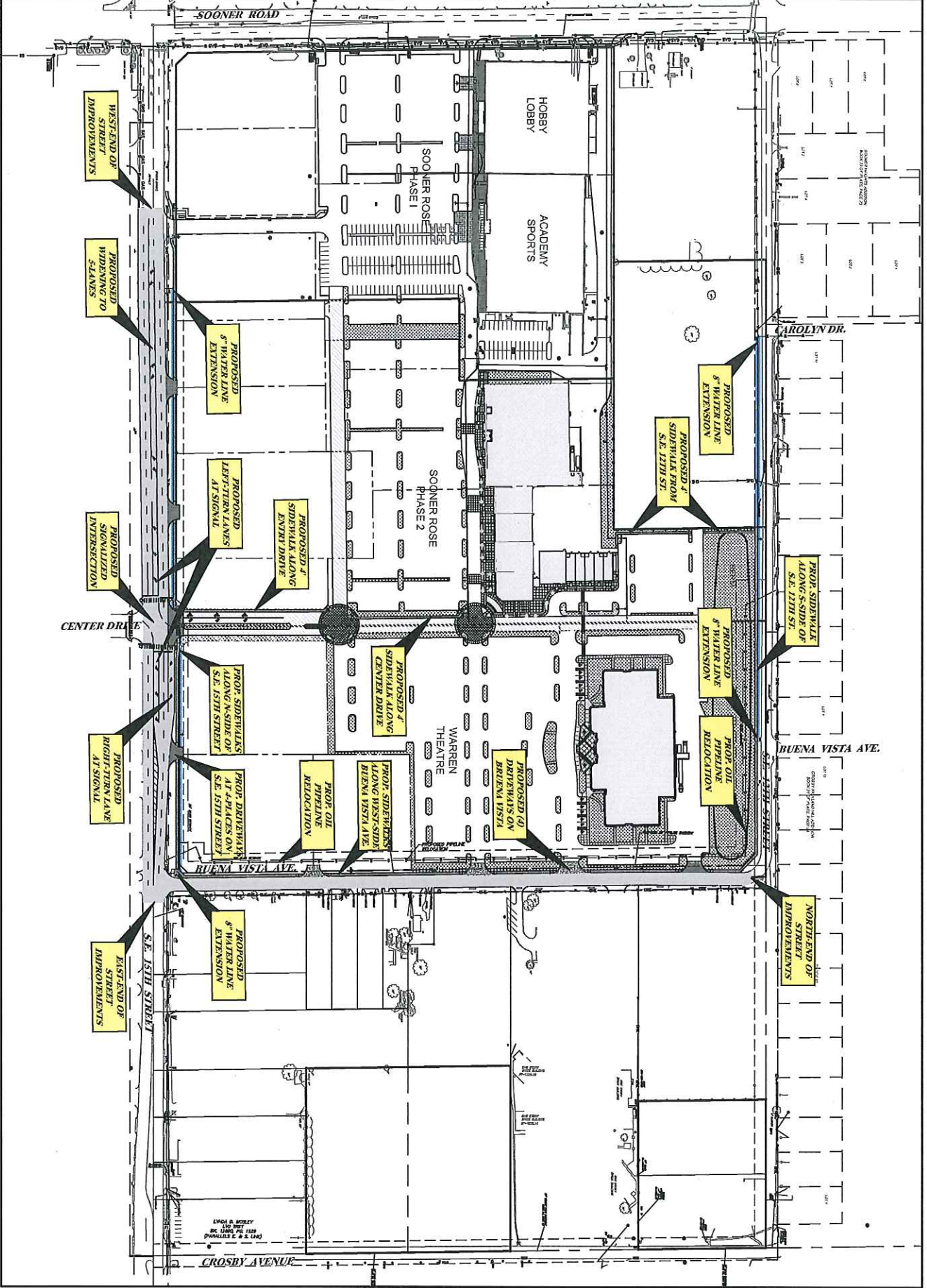
The term “Public Improvements” as provided in Section 6 shall mean the improvements set forth below and as more particularly shown on the Site Map Exhibit “C-2”, prepared by SMC Consulting Engineers, P.C., attached hereto and incorporated by reference.

- Sooner shall widen and restripe S.E. 15th Street along the Property. The widening shall include dedicated left-turn lanes along the centerline of the roadway and a dedicated right-turn lane along the north-side of the roadway at Center Drive. Sooner shall also construct 5-foot wide concrete sidewalks with ADA compliant ramps along the north-side of S.E. 15th Street, and Sooner shall construct four (4) concrete driveway approaches for access to the Sooner Rose development along the north-side of S.E. 15th Street. Incidental construction such as demolition of existing features and the relocation of utilities shall be included in the S.E. 15th Street widening project.
- Sooner shall install a Traffic Signal at the intersection of S.E. 15th Street and Center Drive. The Traffic Signal shall be designed to direct traffic for the additional turn-lanes constructed on S.E. 15th Street and to interact with the existing traffic signal at S.E. 15th Street and Sooner Road. Incidental construction such as demolition of existing features and the relocation of utilities shall be included in the Traffic Signal project.
- Sooner shall reconstruct Buena Vista Avenue to current City Standards for a Local Residential and Commercial Street with curb and gutter from S.E. 12th Street to S.E. 15th Street. Sooner shall construct 6-foot wide concrete sidewalks with ADA compliant ramps adjacent to the west curb of Buena Vista Avenue, and Sooner shall construct four (4) concrete driveway approaches for access to the Sooner Rose development along the west-side of Buena Vista Avenue. Incidental construction such as demolition of existing features and the relocation of utilities shall be included in the Buena Vista Avenue reconstruction project.
- Sooner shall extend an 8-inch water line along the north-side of S.E. 15th Street from the existing 8” water line located on the west-side of Buena Vista Avenue to the southwest corner of the Property and connect to an existing 8” water line located north of S.E. 15th Street.
- Sooner shall extend an 8-inch water line along the south-side of S.E. 12th Street from the existing 8” water line located at Carolyn Drive to the existing 8” water line located at Buena Vista Avenue.
- Sooner shall construct a 5-foot wide sidewalk along the south-side of S.E. 12th Street between Buena Vista Avenue and the northwest corner of the Property.
- Sooner shall relocate the existing oil pipeline owned by Enefrin from the Property to the northern and eastern boundary of the Property along S.E. 12th Street and Buena Vista Avenue, respectively, which activities shall include, but not be limited to, removal of the Gas Line from its current location on the Vloedman Property, vacation of the gas line easement by release or quit claim of all rights, title and interest to the Authority by Enefrin, and construction of the Gas Line in a new location along the eastern boundary of the Vloedman Property immediately adjacent to the western right-of-way of Buena Vista Avenue in an area reasonably acceptable to the Authority, all as more particularly shown on Exhibits C, C-1, and C-2.
- To provide increased pedestrian connectivity for the community, Sooner shall construct sidewalk

improvements extending from the current terminus of Center Drive north along the entry drive, and sidewalk improvements extending from the southern boundary of S.E. 12th Street south along the common boundary of the Property and the S.E. 12th St. Property.

All applicable inspections and testing of the “Public Improvements” shall be conducted by Sooner pursuant to State and Federal regulations. Except as otherwise provided herein, the Authority shall be responsible for obtaining all rights of way necessary for the construction of the Road Projects.

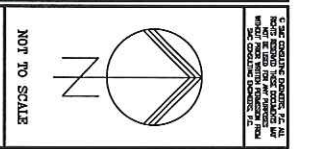




**SMC**  
 SMC Consulting Engineers, P.C.  
 815 West Main - Oklahoma City, OK 73105  
 PH: 405-232-7715 Fax: 405-232-7859

**DEVELOPMENT AGREEMENT**  
**SOONER ROSE PHASE 2**  
**MIDWEST CITY, OK**

**SITE MAP**  
**EXHIBIT " "**



SMC CONSULTING ENGINEERS, P.C. IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION COMPANY. WE ARE COMMITTED TO THE EMPLOYMENT OF WOMEN AND MINORITIES IN ALL AREAS OF OUR BUSINESS. WE STRIVE TO ATTRACT AND DEVELOP THE BEST TALENTED PROFESSIONALS FROM ALL ETHNIC GROUPS AND CULTURAL BACKGROUNDS. WE OFFER A DIVERSITY AND INCLUSIVE WORK ENVIRONMENT. WE OFFER COMPENSATION AND BENEFITS THAT ARE COMPETITIVE AND ATTRACTIVE. WE OFFER GROWTH OPPORTUNITIES AND A POSITIVE WORK ENVIRONMENT. WE OFFER A COMMITMENT TO EXCELLENCE AND A COMMITMENT TO OUR CLIENTS.





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

### **Memorandum**

To: Honorable Mayor and Council

From: Vaughn K. Sullivan, Public Works Director

Date: April 11, 2017

Subject: Discussion and consideration of appointing a replacement for Mr. Glenn Goldschlager for a three-year term to the Midwest City Tree Board.

On April 9, 2017 the term of Mr. Glenn Goldschlager as Tree Board representatives expired. Mr. Glenn Goldschlager does not wish to serve another term; consequently, staff requests a replacement be appointed.

Mr. Goldschlager was a ward 3 appointment.

Action is at the discretion of the Council.

Vaughn K. Sullivan  
Public Works Director



NEW BUSINESS/  
PUBLIC DISCUSSION





EXECUTIVE SESSION





THE CITY OF  
**MIDWEST CITY**

**MEMORANDUM**

TO: Honorable Mayor and Council

FROM: Tim Lyon, Assistant City Manager

DATE: April 11, 2017

RE: Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss *Laura Henry* Workers Compensation Case No. MWC14-681, 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 during executive session.

*Tim L. Lyon*

---

Tim Lyon  
Assistant City Manager



MUNICIPAL AUTHORITY  
AGENDA



**MIDWEST CITY MUNICIPAL AUTHORITY AGENDA**  
City Hall, Midwest City Council Chambers, 100 N. Midwest Boulevard

April 11, 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. DISCUSSION ITEM.
  - 1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of March 28, 2017, as submitted. (Secretary - S. Hancock)
- C. NEW BUSINESS/PUBLIC DISCUSSION.
- D. ADJOURNMENT.



DISCUSSION ITEM



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**

March 28, 2017 – 6:00 p.m.

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 6:56 p.m.

**Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for March 28, 2017.** The Trustees did not have questions for clarification or discussion on the individual agenda items.

Chairman Dukes closed the meeting at 6:56 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**

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

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes, Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 8:27 p.m.

**Discussion Items.**

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meeting of March 14, 2017, as submitted.** Motion was made by Reed, seconded by Allen, to approve the minutes, as submitted. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.
2. **Discussion and consideration of accepting the report on the current financial condition of the Sheraton Midwest City Hotel at the Reed Center for the period ending February 28, 2017.** Motion was made by Allen, seconded by Dawkins, to accept the report, as submitted. Voting aye: Eads, Byrne, Dawkins, Reed, Allen, Moore and Mayor Dukes. Nay: none. Absent: none. Motion carried.

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

**Adjournment.** Chairman Dukes adjourned the meeting at 8:28 p.m.

ATTEST:

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

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



NEW BUSINESS/  
PUBLIC DISCUSSION





MEMORIAL HOSPITAL  
AUTHORITY AGENDA



## **MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA**

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

April 11, 2017 - 7:02 PM

Special Assistance requests – tcoplen@midwestcit yok.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 AGENGA. These items are placed on the Consent Agenda so the trustees, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all trustees, or members of the audience wish to discuss an item, that item will be removed and heard in regular order.

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

2. Discussion and consideration of supplemental budget adjustments to the Hospital Authority Fund for FY 2016-2017, increase: Hospital Authority Fund, revenue/Transfers In (90) \$40,000; expenses/Hospital Authority (90) \$40,000. (Finance - C. Barron)

C. DISCUSSION ITEMS.

1. Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (Secretary - S. Hancock)

2. 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 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. (City Manager - G. Henson)

3. 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 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 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. (City Manager - G. Henson) (City Manager - G. Henson)

4. Discussion and consideration of authorizing up to \$750,000 use of discretionary funds towards relocating and burying overhead utilities lines on SE 15th Street from S Sooner Road to Buena Vista Avenue as part of the Sooner Rose Shopping Center project. (Economic Development - R. Coleman)

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(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.

F. ADJOURNMENT.



CONSENT AGENDA



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**

March 28, 2017 – 6:00 p.m.

This regular meeting was held in the Midwest City Council Conference Room on the second floor of City Hall, 100 N. Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 6:56 p.m.

**Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for March 28, 2017.** The Trustees did not have questions for clarification or discussion on the individual agenda items.

Chairman Dukes closed the meeting at 6:56 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**

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

This regular meeting was held in the Midwest City Council Chambers, 100 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Trustees Susan Eads, Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none.

Chairman Dukes called the meeting to order at 8:28 p.m.

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

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of March 14, 2017, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the Hospital Authority Fund for FY 2016-2017, increase: Hospital Authority Fund, expenses/Hospital Authority (90) \$7,000.

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

**Discussion Item.**

1. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives.** No action was taken.

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

**Adjournment.** There being no further business, Chairman Dukes adjourned the meeting at 8:29 p.m.

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

ATTEST:

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





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

100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
(405) 739-1207 Fax (405) 739-1208 TDD (405) 739-1359  
E-mail: ghenson@midwestcityok.org

J. Guy Henson  
*General Manager/  
Administrator*

*Trustees*

Matthew D. Dukes II  
Daniel McClure Jr.  
Pat Byrne  
Rick Dawkins  
M. Sean Reed  
Christine Allen  
Jeff Moore

*Board of Grantors*

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

### **MEMORANDUM**

TO: Honorable Chairman and Trustees

FROM: Christy Barron, Treasurer/Finance Director

DATE: April 11, 2017

SUBJECT: Discussion and consideration of supplemental budget adjustments to the Hospital Authority Fund for FY 2016-2017, increase: Hospital Authority Fund, revenue/Transfers In (90) \$40,000; expenses/Hospital Authority (90) \$40,000.

The supplement is needed to budget transfer in from CVB Fund (046) to pay contract with Riggs, Abney, Turpen, Orbison & Lewis P.C. approved on January 10, 2017 Hospital Authority meeting.

---

*Christy Barron*

Christy Barron  
Finance Director

## SUPPLEMENTS

**April 11, 2017**

Fund HOSPITAL AUTHORITY (425)		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>
90	Transfers In	40,000			
90	Hospital Authority			40,000	
		<u>40,000</u>	<u>0</u>	<u>40,000</u>	<u>0</u>

**Explanation:**  
 Budget transfer in from CVB Fund (046) to pay for contract with Riggs, Abney, Turpen, Orbison & Lewis P.C. which was approved on January 10, 2017 Hospital Authority meeting.



DISCUSSION ITEMS





## Midwest City Memorial Hospital Authority

100 North Midwest Boulevard  
Midwest City, Oklahoma 73110  
(405) 739-1204 FAX (405) 739-1208 TDD (405) 739-1359

J. Guy Henson  
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Nancy Rice  
Sheila Rose

### MEMORANDUM

TO: Honorable Chairman and Trustees  
Midwest City Memorial Hospital Authority

FROM: Sara Hancock, Secretary

DATE: April 11, 2017

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

---

Jim Garrels, President, Fiduciary Capital Advisors, asked staff to put this item on each agenda in the event the Hospital Authority's investments need to be reallocated, an investment fund manager needs to be changed or changes need to be made to the Statement of Investment Policy on short notice.

Action is at the discretion of the Authority.

*Sara Hancock*

Sara Hancock, Secretary



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

100 North Midwest Boulevard  
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Charles McDade  
Nancy Rice  
Sheila Rose

### **MEMORANDUM**

TO: Honorable Chairman and Trustees

FROM: City Manager Guy Henson

DATE: April 11, 2017

SUBJECT: 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 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.

---

The agreement is in the final drafting stage. Upon completion, we will provide it to you under separate cover. This agreement will establish the monetary amount the Authority will contribute and other terms that will govern the duties and responsibilities of Sooner Investment Group, Inc, the City and the Authority in the development of property located at the northeast corner of S Sooner Road and SE 15<sup>th</sup> Street.

Staff recommends approval.

J. Guy Henson, AICP  
General Manager/Administrator



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Charles McDade  
Nancy Rice  
Sheila Rose

### **MEMORANDUM**

TO: Honorable Chairman and Trustees

FROM: City Manager Guy Henson

DATE: April 11, 2017

SUBJECT: 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 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 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.

---

The agreement is in the final drafting stage. Upon completion, we will provide it to you under separate cover. This agreement will establish the monetary amount the Authority will contribute and other terms that will govern the duties and responsibilities of Warren Theatres, the City and the Authority in the development of property located at the northwest corner of Buena Vista Avenue and SE 15<sup>th</sup> Street.

Staff recommends approval.

J. Guy Henson, AICP  
General Manager/Administrator



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Nancy Rice  
Sheila Rose

### MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: Robert Coleman, Director of Economic Development

DATE: April 11, 2017

SUBJECT: Discussion and consideration of authorizing up to \$750,000 use of discretionary funds towards relocating and burying overhead utilities lines on SE 15<sup>th</sup> Street from S Sooner Road to Buena Vista Avenue as part of the Sooner Rose Shopping Center project.

---

There are a number of utilities located in the right-of-way on the north side of SE 15<sup>th</sup> Street in the area where the second phase of the Sooner Rose Shopping Center is planned (see second and third pages). These utilities must be relocated to make way for a street widening project to accommodate new turning lanes.

In many instances utility companies will relocate facilities at no cost; however, cities must usually pay for any improvements above and beyond existing conditions. Such was the case when the Town Center Plaza project was completed years ago.

Eliminating overhead utility lines is not necessary to complete the Sooner Rose project, but it will make the Sooner Rose Shopping Center more aesthetically pleasing while making the route safer. It could also curtail power outages due to storm damage.

OG+E and Cox Communications are the only lines suspended from utility poles in this vicinity. Sooner Investment obtained a \$634,905 (see fourth page) estimate to contract with these utilities to eliminate the poles and bury the cables.

We are uncertain if there will be any additional costs associated with AT&T, MCI or Oklahoma Natural Gas relocations. Therefore, Staff recommends budgeting additional funds in case this work has been underestimated.

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

Respectfully,

Robert Coleman, Director of Economic Development

Attachments: 2





Approximate locations of utilities within the right-of-way of SE 15th Street are illustrate above; however, the location of Oklahoma Natural Gas Infrastructure has not been confirmed as of the time of this report.





**Sooner Rose 2  
Midwest City**

**Off Site Improvements**

15th Street Improvements	\$	743,175
Buena Vista Street	\$	399,190
12th Street	\$	90,915
Center Drive Sidewalks	\$	45,815
Gas Line Relocate	\$	100,000
Civil Eng Off Site	\$	59,960
Development Fee 3%	\$	45,000
Const. Mgmt 2.5%	\$	40,000
<b>Total Off Site</b>	<b>\$</b>	<b>1,524,055</b>

**Utility Relocation**

OG&E 15th Street	\$	450,000
OG&E Surveys, Meters & Easements	\$	50,241
Cox Relocations 15th Street	\$	134,664
<b>Total Utility Relocation</b>	<b>\$</b>	<b>634,905</b>
<b>Total Off-Site with Utility</b>	<b>\$</b>	<b>2,158,960</b>

# Silver Star Construction Co., Inc.

2401 S. Broadway - Moore, Oklahoma 73160 - (405) 793-1725 / 1-800-375-1725 / Fax (405) 793-9989

## Budget Proposal SOONER ROSE 2 & 3 OFFSITE IMPROVEMENTS

03/30/2017

Paris Projects  
1111 Metropolitan Ave  
Suite 775  
Charlotte, NC 28204  
Phone# (704) 373-9996  
Fax# (703) 373-1117  
Attn: Keith Paris

ITEM #	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
<b>SOONER ROSE 2 &amp; 3 OFFSITE IMPROVEMENTS BUDGET PROPOSAL</b>					
<b>15TH STREET IMPROVEMENTS</b>					
1	SAWING PAVEMENT	1.000	LSU	\$6,000.00	\$6,000.00
2	REMOVAL OF CURB AND GUTTER	1.000	LSU	\$16,100.00	\$16,100.00
3	REMOVAL OF SIDEWALK	1.000	LSU	\$4,080.00	\$4,080.00
4	EXCAVATION AND BACKFILL	1.000	LSU	\$51,050.00	\$51,050.00
5	6" CONCRETE APPROACHES ( 4 EACH)	1.000	LSU	\$41,510.00	\$41,510.00
6	INTEGRAL CURB AT APPROACHES	1.000	LSU	\$2,960.00	\$2,960.00
7	ASP PAV 2"- S-4(70-28), 3"- S-3 (70-28), 6.5"- S3(	1.000	LSU	\$144,950.00	\$144,950.00
9	8" CKD TREATED SUBGRADE SUBGRADE	1.000	LSU	\$44,200.00	\$44,200.00
10	24" CURB AND GUTTER (6" BARRIER)	1.000	LSU	\$33,055.00	\$33,055.00
11	5' CONCRETE SIDEWALK	1.000	LSU	\$50,900.00	\$50,900.00
12	8" WATERLINE EXTENSION	1.000	LSU	\$61,175.00	\$61,175.00
13	PAINT STRIPING	1.000	LSU	\$13,070.00	\$13,070.00
14	TRAFFIC CONTROL	1.000	LSU	\$8,160.00	\$8,160.00
15	SIGNALIZATION	1.000	EA	\$217,775.00	\$217,775.00
16	EROSION CONTROL & SOD	1.000	LSU	\$14,390.00	\$14,390.00
17	SURVEYING	1.000	LSU	\$10,670.00	\$10,670.00
18	CITY PERMIT & BONDS	1.000	LSU	\$16,860.00	\$16,860.00
19	TESTING	1.000	LSU	\$6,270.00	\$6,270.00
<b>TOTAL 15TH STREET IMPROVEMENTS</b>					<b>\$743,175.00</b>
<b>BUENA VISTA STREET REVITALIZATION BUDGET</b>					
1	CURB REMOVAL AT REHAB CENTER	1.000	LSU	\$2,230.00	\$2,230.00
2	EXISTING CONCRETE APPROACH REMOVAL	1.000	LSU	\$2,610.00	\$2,610.00
3	MILL EXISTING ASPHALT STREET	1.000	LSU	\$10,945.00	\$10,945.00
4	EXCAVATION GRADING & BACKFILL	1.000	LSU	\$38,310.00	\$38,310.00



# Silver Star Construction Co., Inc.

2401 S. Broadway - Moore, Oklahoma 73160 - (405) 793-1725 / 1-800-375-1725 / Fax (405) 793-9989

ITEM #	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
5	7" CONCRETE APPROACHES ON WEST SIDE ONLY	1.000	LSU	\$27,540.0	\$27,540.00
6	INTEGRAL CURB AT APPROACHES	1.000	LSU	\$1,565.00	\$1,565.00
7	ASP. PAVING: 2" C & 6" A	1.000	LSU	\$121,800.	\$121,800.00
8	24" CURB AND GUTTER	1.000	LSU	\$34,200.0	\$34,200.00
9	6" CKD TREATED SUBGRADE ( 12%)	1.000	LSU	\$39,195.0	\$39,195.00
10	6' CONCRETE SIDEWALK	1.000	LSU	\$49,315.0	\$49,315.00
12	STORM SEWER ( 2 -2-1 INLETS & 200' -18" RCP)	1.000	LSU	\$26,135.0	\$26,135.00
13	TRAFFIC CONTROL	1.000	LSU	\$ 850.00	\$ 850.00
14	EROSION CONTROL & SOD BEHIND CURBS	1.000	LSU	\$17,105.0	\$17,105.00
15	SURVEYING	1.000	LSU	\$12,195.0	\$12,195.00
16	CITY PERMIT & MAINTENANCE BOND	1.000	LSU	\$9,015.00	\$9,015.00
17	TESTING	1.000	LSU	\$6,180.00	\$6,180.00
<b>TOTAL BUENA VISTA STREET BUDGET</b>					<b>\$399,190.00</b>
<b>12TH STREET BUDGET IMPROVEMENTS</b>					
1	5' CITY SIDEWALK	1.000	LSU	\$33,555.0	\$33,555.00
2	8" WATERLINE EXTENSION	1.000	LSU	\$54,360.0	\$54,360.00
3	TESTING	1.000	LSU	\$ 710.00	\$ 710.00
4	SURVEYING	1.000	LSU	\$2,290.00	\$2,290.00
<b>TOTAL 12TH STREET BUDGET IMPROVEMENTS</b>					<b>\$90,915.00</b>
<b>CENTER DRIVE SIDEWALK</b>					
1	4' SIDEWALK	1.000	LSU	\$44,340.0	\$44,340.00
2	SURVEYING	1.000	LSU	\$ 765.00	\$ 765.00
3	TESTING	1.000	LSU	\$ 710.00	\$ 710.00
<b>TOTAL CENTER DRIVE SIDEWALK</b>					<b>\$45,815.00</b>
<b>TOTAL:</b>					<b>\$1,279,095.00</b>

**Bid Stipulations and Conditions:**

DATE of Plans: Revision date 3-29-17

Revision Date:

This bid must be considered as an all or none bid unless specifically authorized to remove individual items. Unit Prices are for informational reference only and cannot be used to select individual items. If this bid is accepted, Unit prices are not to be used for adjustment in quantity pricing. Any adjustment in quantities must be priced separately by change order.

Subcontractor has devoted time, money, and resources toward preparing this bid in exchange for Contractor's express agreement that the parties shall have a binding contract consistent with the terms of this bid proposal and Contractor unconditionally and irrevocably accepts this bid proposal if it (A) in any way uses or relies on the bid proposal or information therein to prepare 'Contractor's bid' for the project at issue and Contractor is awarded a contract for the work; or (B) divulges the bid or any information therein to others competing with Subcontractor for the work.



## Leland Clark

---

**From:** Keith Paris <kparis@parisprojects.com>  
**Sent:** Thursday, March 30, 2017 11:47 AM  
**To:** Leland Clark  
**Cc:** Chris Challis; Terence L. Haynes P.E.  
**Subject:** SOONER ROSE / ROADWAY IMPROVEMENTS AND UTILITY RELOCATIONS BUDGETS  
**Attachments:** STREET AND SIDEWALK BUDGET.pdf; COX RELOCATIONS.pdf; OG&E RELOCATIONS.pdf; ADDITIONAL OG&E ASSOCIATED COSTS.pdf

Leland,

See attached budgets for roadway improvements and utility relocations for Sooner Rose, summarized as follows:

15 <sup>TH</sup> STREET	\$743,175
BUENA VISTA	399,190
12 <sup>TH</sup> STREET	90,915
CENTER DRIVE SIDEWALKS	45,815
GAS LINE RELOCATION	100,000
COX RELOCATIONS AT 15 <sup>TH</sup>	134,664
OG&E RELOCATIONS AT 15 <sup>TH</sup>	450,00
OG&E SURVEYS, METERS & EASEMENTS	<u>50,241</u>

---

**\$1,600,000**

Paris 2 ½ % fee **\$40,000**

*Keith Paris*

**PARIS** PROJECTS

*Project Planning,  
Value Engineering and  
Construction Administration*

**Certified ICSC CDP Professional**

1111 Metropolitan Ave  
Suite 775  
Charlotte, NC 28204  
Office# 704-373-9996  
Cell# 704-201-9466  
Fax # 704-373-1117  
[kparis@parisprojects.com](mailto:kparis@parisprojects.com)  
[www.parisprojects.com](http://www.parisprojects.com)

OG+E

Keith Paris

---

**From:** Williams, Scott  
**Sent:** Wednesday, March 29, 2017 3:19 PM  
**To:** Keith Paris  
**Cc:** Chappel, James; Whitfield Jr, Johnny; Ibraheem, Abdullah; Pine, James  
**Subject:** Overhead to Underground Conversion Cost for 15th Street

Keith, the total cost to convert the overhead to underground from Crosby Boulevard to Sooner on 15<sup>th</sup> as well as North on Buena Vista is \$450,000.

Thanks Scott

**Confidentiality Warning:** This message and any attachments are intended only for the use of the recipient(s), are confidential, and may be privileged. If you are not the intended recipient, you are hereby notified that any review, retransmission, conversion to hard copy, copying, circulation or other use of all or any portion of this message and any attachments is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return email and delete this message and any attachments from your system.



Sooner Rose Phase 2  
 S.E. 15<sup>th</sup> St. & Buena Vista  
 Midwest City, OK  
 SMC #6082.00

<b>Basic Services:</b>	<b>Fee</b>
Survey	\$ 9,000.00
Coordination Meetings	\$ 8,000.00
Site Plan Coordination with Architect	\$ 6,000.00
Individual Tenant Coordination (Total)	\$ 7,800.00
Utility Coordination	\$ 6,500.00
Coordination of Pipeline Relocation	\$ 3,800.00
Hydrology / Drainage & Detention Report	\$ 9,500.00
Preliminary & Final Plat	\$ 12,500.00
On-Site Detention Plans	\$ 10,500.00
On-Site Public Improvement Plans	\$ 14,000.00
Private Construction, Utility, Site and Final Plans	\$ 45,000.00
Storm Water Pollution Prevention Plan (EPA)	\$ 7,500.00
Construction Phase Engineering	\$ 10,000.00
"As-Builts" City of City of Midwest City	Hourly
<b>On-Site Improvements Sub-total</b>	<b>\$ 150,100.00</b>
<b>Off-Site Traffic Improvement Plans</b>	
Survey	\$ 1,500.00
S.E. 15 <sup>th</sup> Roadway Widening & Sidewalk Plans	\$ 15,000.00
S.E. 15 <sup>th</sup> & Center Drive Traffic Signal Plans	\$ 21,500.00
Buena Vista Ave. Street Improvement Plans	\$ 6,500.00
Construction Traffic Control Plans	\$ 6,360.00
City Coordination	\$ 5,000.00
S.E. 15 <sup>th</sup> Street Waterline Plans	\$ 1,500.00
S.E. 12 <sup>th</sup> Street Sidewalk & Waterline Plans	\$ 2,500.00
<b>Off-Site Improvements Sub-total</b>	<b>\$ 59,860.00</b>
<b>Total</b>	<b>\$ 209,960.00</b>

SR-2 - 15th St Budget - 3-30-17

Item #	Description	Quantity	Price	Difference
1	SAWING PAVEMENT	1	LSU \$ 6,000.00	\$ (1,310.00)
2	REMOVAL OF CURB AND GUTTER	1	LSU \$ 16,100.00	\$ (5,520.00)
3	REMOVAL OF SIDEWALK	1	LSU \$ 4,080.00	\$ -
4	EXCAVATION AND BACKFILL	1	LSU \$ 51,050.00	\$ 6,515.00
5	6" CONCRETE APPROACHES ( 4 EACH)	1	LSU \$ 41,510.00	\$ (20,410.00)
6	INTEGRAL CURB AT APPROACHES	1	LSU \$ 2,960.00	\$ (1,295.00)
7	ASP PAV 2"- S-4(70-28), 3"- S-3 (70-28), 6.5"- S3(	1	LSU \$ 144,950.00	\$ 38,275.00
9	8" CKD TREATED SUBGRADE SUBGRADE	1	LSU \$ 44,200.00	\$ 11,220.00
10	CURB AND GUTTER (6" BARRIER)	1	LSU \$ 33,055.00	\$ (10,025.00)
11	5' CONCRETE SIDEWALK	1	LSU \$ 50,900.00	\$ 31,605.00
12	8" WATERLINE EXTENSION	1	LSU \$ 61,175.00	\$ 61,175.00
13	PAINT STRIPING	1	LSU \$ 13,070.00	\$ 2,240.00
14	TRAFFIC CONTROL	1	LSU \$ 8,160.00	\$ 35.00
15	SIGNALIZATION	1	EA \$ 217,775.00	\$ 44,475.00
16	EROSION CONTROL & SOD	1	LSU \$ 14,390.00	\$ (35.00)
17	SURVEYING	1	LSU \$ 10,670.00	\$ 1,570.00
18	CITY PERMIT & BONDS	1	LSU \$ 16,860.00	\$ 1,385.00
19	TESTING	1	LSU \$ 6,270.00	\$ 35.00
			<u>\$ 743,175.00</u>	<u>\$ 159,935.00</u>

SR-2 - 15th St Budget - 11-4-16

Item #	Description	Quantity	Price
1	SAWING PAVEMENT	1	LSU \$ 7,310.00
2	REMOVAL OF CURB AND GUTTER	1	LSU \$ 21,620.00
3	REMOVAL OF SIDEWALK	1	LSU \$ 4,080.00
4	EXCAVATION AND BACKFILL	1	LSU \$ 44,535.00
5	6" CONCRETE APPROACHES ( 5 EACH)	1	LSU \$ 61,920.00
6	INTEGRAL CURB AT APPROACHES	1	LSU \$ 4,255.00
7	ASP PAV 2"- S-4(70-28), 3"- S-3 (70-28), 6.5"- S3(	1	LSU \$ 106,675.00
9	8" CKD TREATED SUBGRADE SUBGRADE	1	LSU \$ 32,980.00
10	CURB AND GUTTER (6" BARRIER)	1	LSU \$ 43,080.00
11	4" CONCRETE SIDEWALK	1	LSU \$ 19,295.00
12	PAINT STRIPING	1	LSU \$ 10,830.00
13	TRAFFIC CONTROL	1	LSU \$ 8,125.00
14	SIGNALIZATION	1	EA \$ 173,300.00
15	EROSION CONTROL & SOD	1	LSU \$ 14,425.00
16	SURVEYING	1	LSU \$ 9,100.00
17	CITY PERMIT & BONDS	1	LSU \$ 15,475.00
	TESTING	1	LSU \$ 6,235.00
			<u>\$ 583,240.00</u>





NEW BUSINESS/  
PUBLIC DISCUSSION





EXECUTIVE SESSION





## ***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

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Joyce Jackson  
Charles McDade  
Nancy Rice  
Sheila Rose

### **MEMORANDUM**

TO: Honorable Chairman and Trustees

FROM: Guy Henson, General Manager/Administrator

DATE: April 11, 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.

---

Appropriate information will be provided in executive session.

J. Guy Henson, City Manager



ECONOMIC DEVELOPMENT  
COMMISSION AGENDA



## **MIDWEST CITY ECONOMIC DEVELOPMENT COMMISSION AGENDA**

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

April 11, 2017 – 7:03 PM

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

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so the Commissioners by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all commissioners, or members of the audience wish to discuss an item, that item will be removed and heard in regular order.
  - 1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of January 10, 2017, as submitted. (Secretary - S. Hancock)
  - 2. Discussion and consideration of accepting the Midwest City Chamber of Commerce's quarterly report for the period ending March 31, 2017. (City Manager - G. Henson)
- C. NEW BUSINESS/PUBLIC DISCUSSION.
- D. ADJOURNMENT.



CONSENT AGENDA



Notice of regular meetings for staff briefings for the Midwest City Economic Development Commission 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 Midwest City website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE STAFF BRIEFING FOR MIDWEST CITY**  
**ECONOMIC DEVELOPMENT COMMISSION SPECIAL MEETING**

January 10, 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 North Midwest Boulevard, Midwest City, County of Oklahoma, State of Oklahoma. The following members were present: Chairman Matt Dukes; Commissioners Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none. Commissioner Daniel McClure Jr., Ward 1, resigned as of January 1, 2017.

Chairman Dukes called the meeting to order at 6:45 p.m.

**Clarification of agenda items, handouts, and presentation of new or additional information for items on the Economic Development Commission agenda for January 10, 2017.** The commissioners had no questions about the items on the agenda.

Chairman Dukes closed the meeting at 6:45 p.m.

ATTEST:

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

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

Notice of this regular meeting of the Midwest City Economic Development Commission 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 Midwest City website, accessible to the public for at least 24 hours in advance of the meeting.

**MINUTES OF THE MIDWEST CITY  
ECONOMIC DEVELOPMENT COMMISSION MEETING**

January 10, 2017 - 7:03 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 with the following members present: Chairman Matt Dukes; Commissioners Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: none. Commissioner Daniel McClure Jr., Ward 1, resigned as of January 1, 2017.

Chairman Dukes called the meeting to order at 8:45 p.m.

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

1. Discussion and consideration of approving the minutes of the Staff Briefing and regular meeting of October 11, 2016, as submitted.
2. Discussion and consideration of accepting the Midwest City Chamber of Commerce's quarterly report for the period ending December 31, 2016.

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

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

Chairman Dukes adjourned the meeting at 8:46 p.m.

ATTEST:

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

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





**City Manager**  
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MEMORANDUM

TO: Honorable Chairman and Commissioners  
Midwest City Economic Development Commission

FROM: J. Guy Henson, City Manager

DATE: April 11, 2017

SUBJECT: Discussion and consideration of accepting the Midwest City Chamber of  
Commerce's quarterly report for the period ending March 31, 2017.

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Staff recommends acceptance of the report as presented.

J. Guy Henson, AICP  
City Manager

**Midwest City Chamber of Commerce  
Quarterly Report  
March 31, 2017**

The following is a quarterly report of the Midwest City Chamber of Commerce staff for the quarter ending March 31, 2017.

**Meetings and Events:**

Friday, January 6, 2017: Chamber Executive Director, Mayor, City Manager, and Economic Development Director, Wade Moore and 2017 President Danita Rose met.

January 17, 2017: Chamber staff attended meeting at Rose State College to discuss plans for Tinker and the Primes.

January 17, 2017: Chamber Executive Director attended Pre-City Council meeting.

Wednesday, January 18, 2017: Chamber staff and Rose State College staff attended meeting at Tinker AFB with Maj. Gen. (sel) Johnson, Commander, Oklahoma City Air Logistics Center regarding Tinker and the Primes.

Thursday, January 19, 2017: Chamber Executive Director and City's Public Relations Specialist met with the Oklahoman to discuss media for 75<sup>th</sup> Anniversary and Midwest City.

Thursday, February 9, 2017: Chamber hosted the State of the City Breakfast.

Wednesday, February 15, 2017: Chamber Executive Director and Chamber President attended quarterly luncheon at Tinker Business Industrial Park.

Tuesday, February 21, 2017: Chamber staff met with Rose State staff to discuss plans for Tinker and the Primes.

Friday, February 24, 2017: Chamber staff met with Mayor, Rose State College staff and City's Public Relations Specialist regarding plans for an image TV Show.

Monday, February 27, 2017: Chamber Executive Director met with Rose State SBDC, Economic Development Director, and City Engineering Department regarding SE 15<sup>th</sup> Street Construction.

Monday, February 27, 2017: Chamber staff met with Metro Signs for a run-through on the electronic billboard.

Thursday, March 9, 2017: Chamber staff, Rose State College & SBDC, and City officials hosted a meeting for businesses affected by the SE 15<sup>th</sup> Street construction.

Friday, March 17, 2017: Chamber staff conducted a Get Caught Shopping in Midwest City campaign.

Monday, March 20, 2017: Chamber staff met with Rose State staff, TAP Project Manager, and Tinker AFB liaisons to discuss plans for Tinker and the Primes.

Thursday, March 23, 2017: Chamber staff and Project Manager met with the Reed Center to discuss plans for Tinker and the Primes.

Friday, March 24, 2017: Chamber Executive Director and Economic Development Director attended...

Chamber staff continues to support and participate in efforts relating to the 75<sup>th</sup> Anniversary in 2017.

Chamber staff has met with prospective participants for the August 21-23, 2017 event and have commitments from 26 exhibitors, including the Premier Title Sponsor and two Premier Sponsors to date.

Chamber staff continues to provide information and support necessary for the continued efforts of Economic Development.

Respectfully,

Bonnie Cheatwood  
Executive Director  
Midwest City Chamber of Commerce



NEW BUSINESS/  
PUBLIC DISCUSSION

