



MIDWEST CITY
MEETING AGENDAS FOR
October 11, 2016

STAFF BRIEFING

City Hall, second floor, Midwest City Council Conference Room, 100 N. Midwest Boulevard
Enter through black S.W. door marked Council Chamber/Conference Room

October 11, 2016 – 6:00 PM

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

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, Economic Development Commission, and the Special Utilities Authority meetings for October 11, 2016.



CITY COUNCIL AGENDA



CITY OF MIDWEST CITY COUNCIL AGENDA

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

October 11, 2016 – 7:00 PM

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

A. CALL TO ORDER.

B. OPENING BUSINESS.

- Invocation - Community Services Director, Vaughn Sullivan
- Pledge of Allegiance – JROTC cadet, Jonathan Hatch
- Community-related announcements
- Mayoral Proclamation for Debi Phillips

C. CONSENT AGENDA. These items are placed on the Consent Agenda so that the City Council, by unanimous consent, can approve routine agenda items by one motion. If any item proposed 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 staff briefing and regular meeting of September 27, 2016, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: Police Capitalization Fund, revenue/Miscellaneous (00) \$3,000; expenses/Police (62) \$3,000. Grants/Housing Fund, revenue/Inter-governmental (37) \$200,000; expenses/Housing (37) \$200,000. (Finance - C. Barron)
3. Discussion and Consideration of accepting a Quit Claim Deed from the Board of County Commissioners of Oklahoma County to property located at 402 East Lockheed Drive within the corporate Boundaries of Midwest City in Block 031 Lot 027 of Atkinson Heights Addition to the Southwest Quarter (SW/4) of Section Ten (10) Township Eleven (11) North Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma. (Community Development - B. Harless)
4. Discussion and consideration of entering into and approving an Agreement for Professional Surveying Services with Pinnacle Survey, Inc. in the amount of \$18,700 for a Topographic Survey located in various location of the Original Mile for the revitalization project. (Community Development - P. Menefee)
5. Discussion and consideration of awarding the bid to and entering into a contract with Kinard Painting and Sandblasting, Inc. in the amount of \$127,000.00 for the Carl Albert Titan Tower Interior Painting Project. (Community Development - P. Menefee)
6. Discussion and consideration of 1) approving and entering into engagement letters with Grant Thornton LLP in amounts not to exceed \$36,000 and \$38,000, respectively, to perform GAAP audits of Sooner Town Center, LLC and STC Lowe's LLC, and Sooner

Town Center II, LLC for the calendar year ending December 31, 2014 and December 31, 2015; and 2) approving and entering into engagement letters with Grant Thornton LLP in amounts not to exceed \$23,000 and \$25,000, respectively, to perform GAAP audits of Sooner Town Center II, LLC for the calendar year ending December 31, 2014 and December 31, 2015; and 3) approving and entering into engagement letters with Grant Thornton LLP in amounts not to exceed \$20,000 and \$20,000, respectively, to perform GAAP audits of Sooner Town Center III, LLC for the calendar year ending December 31, 2014 and December 31, 2015; and 4) authorizing the city manager to act on behalf of the City during the audits to provide information, oversee the audit process and make determinations as required. (City Manager - G. Henson)

7. Discussion and consideration of the reappointment of John Hill to the Electrical Board for an additional three-year term. (Community Development - B. Harless)
8. Discussion and consideration of 1) declaring one (1) Wacker Packer serial # 5051128 City Inventory No. 09-06-10, one (1) Grayco paint striping machine serial # GCAST-1102496 City Inventory No. 08-09-01, one (1) 1993 International swap dump truck model # 4900 serial # 1HTSDPPR3PH516071 City Inventory No. 09-03-13, one (1) Flatbed w/1000 gallon water tank for swap truck City Inventory No. 09-10-26, one (1) Sand spreader w/Kohler 15 H.P. engine for swap truck spreader serial # 27033 engine serial # 3229006021 City Inventory No. 09-05-03 and one (1) Dump bed for swap truck City Inventory No. 09-10-28 from the Street Department surplus property; and 2) authorizing disposal of all items by sealed bid or auction. (Public Work - V. Sullivan)
9. Discussion and consideration of 1) declaring one (1) Ricoh Black and White copier with scanner serial # K8664900224, Bridge Unit serial #J1557002021, Document Feeder serial #K7558208219 and Roland digital piano with stand serial #ZN04214 from the Parks and Recreation Departments surplus property; and 2) authorizing disposal of all by sealed bid or auction. (Parks and Recreation - F. Gilles)

D. DISCUSSION ITEMS.

1. (CA-74) Discussion and consideration of an appeal by General Lighting and Sign Services section 9-386(c) of the Midwest City Sign Ordinance which only allows one freestanding sign per frontage for the property located at 5800 Tinker Diagonal. (Community Development - B. Harless)
2. Discussion and consideration of appointing a new member to the ADA Transition Plan Committee to fill the vacancy created when April Hawkins moved out of town. (Community Development - B. Harless)

E. NEW BUSINESS/PUBLIC DISCUSSION.

F. FURTHER INFORMATION.

1. ADA Committee Meeting minutes from August 30, 2016 (Community Development - B. Harless)

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

September 27, 2016 – 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 Daniel McClure Jr., Rick Dawkins, Pat Byrne, Sean Reed* and Christine Allen; and City Clerk Sara Hancock. Absent: Jeff Moore

Mayor Dukes called the meeting to order at 6:02 p.m.

*Sean Reed arrived at 6:33 p.m.

DISCUSSION. Clarification of agenda items, handouts, and presentation of new or additional information for items on the City Council agenda for September 27, 2016. City Manager Guy Henson and Councilmembers McClure and Allen 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.

The mayor closed the meeting at 7:00 p.m.

ATTEST:

MATTHEW D. DUKES, II, Mayor

SARA HANCOCK, City Clerk

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

MINUTES OF THE REGULAR MIDWEST CITY COUNCIL MEETING

September 27, 2016 – 7:00 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 Daniel McClure Jr., Rick Dawkins, Pat Byrne, Sean Reed, and Christine Allen; and City Clerk Sara Hancock. Absent: Jeff Moore.

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

Opening Business. The meeting opened with the invocation by Mike Bowers, followed by the Pledge of Allegiance led by Cadets Abigail Bishop and Elija Drake. City Manager Guy Henson made community-related comments and announcements.

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

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of September 13, 2016, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of accepting the City Manager's Report for the month of August, 2016. (Finance - C. Barron)
3. Discussion and consideration of adopting the Midwest City Emergency Operations Plan for 2016-17 (Emergency Management - M. Bower)
4. Discussion and consideration of a Change Order to the resolution approved on August 23, 2016 regarding the purchase and installation of Avigilon equipment under Oklahoma County's renewed CW15012 contract with Digi Security Systems, LLC. (Information Technology - R. Rushing)
5. Discussion and consideration of approving the purchase and installation of EMC Disk Array Enclosure and Disk Drives from CDW in an amount not to exceed \$20,915.38. (Information Technology - R. Rushing)
6. Discussion and consideration of approval of the federal aid programming resolution for the following project for inclusion into the FY 2017-2020 Transportation Improvement Plan: Reno Avenue Resurfacing from Midwest Boulevard to Douglas Boulevard. (Community Development - P. Menefee)

7. Discussion and consideration of Amendment No. 1 to the contract with Crafton, Tull and Associates, Inc. in the amount of \$11,800 for the preparation of engineered construction plans and bid documents, and construction administration for Federal-aid Project, State Project Number 31548 (04), the widening of S.E. 29th Street from Midwest Boulevard to Douglas Boulevard. (Community Development - P. Menefee)
8. Discussion and consideration of entering into a project agreement for Federal-aid Project Number TAP-255D(329)AG, State Job Number 31436(04), with the Oklahoma Department of Transportation to receive federal funds in the amount of \$460,000.00 to construct the S.E. 29th Street Trail from Sooner Road to Air Depot Boulevard. (Community Development - B. Harless)
9. Discussion and consideration of the acceptance of and making a matter of record Permit No. SL000055160661 from the State Department of Environmental Quality for the Orchard Addition Sewer Line Extension Project, Midwest City, Oklahoma. (Community Development - P. Menefee)
10. Discussion and consideration of entering into and approving an Agreement for Professional Design Services with TAP Architecture, LLC in the amount of \$70,000 for the design and preparation of a master park plan for the proposed park in the Original Mile on Mid-America Blvd (at the site of the old City Hall). (Community Development - B. Harless)
11. Discussion and consideration of 1) approval of and entering into a project agreement with the State of Oklahoma, by and through the Oklahoma Tourism and Recreation Department to receive \$140,000 in grant funds for the design and construction of the SCIP Recreational Trail and agreeing to provide \$35,000 in local matching funds; 2) authorization of the Mayor and City Manager to enter into the necessary contracts and documents to implement all aspects of the grant. (Grants Management - T. Craft)
12. Discussion and consideration of approving a contract with Catalyst Commercial, Dallas, TX, in the amount of \$53,329 for research and completion of the Heritage Park Mall Market Study & Redevelopment Plan project. (Economic Development - R. Coleman).
13. Discussion and consideration of approving a budget supplement from the Capital Improvement Account (157) in the amount of \$67,800: \$35,000 for the SCIP Recreational Trail, \$11,800 for additional engineering design work for S.E. 29th Street from Midwest Blvd. to Douglas Blvd. project, and \$21,000 for the S.E. 29th Street Trail. (City Manager - G. Henson)
14. Discussion and consideration of redirecting funds in the amount of \$135,000 for the Mid-America Park Trail to the S.E. 29th Street Trail project. (City Manager - G. Henson)

15. Discussion and consideration of the reappointment of Cy Valanejad and Rick Allison to the Traffic and Safety Commission for additional two-year terms. (Community Development - B. Harless)
16. Discussion and consideration of the reappointment of Mike Gregory and Steve Flowers to the Electrical Board for additional three-year terms. (Community Development - B. Harless)
17. Discussion and consideration of declaring one (1) Fargo Persona C25 ID badge printer surplus and authorizing its disposal by trade-in. (Finance - F. Chen)

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

Discussion Items.

1. **(PC – 1876) Public hearing with discussion and consideration of approval of the Preliminary Plat of Oakwood Landing for the property described as a tract of land lying in the NE/4 of section 31, T-12-N, R-1-W, of the Indian Meridian, City of Midwest City, Oklahoma County, Oklahoma, addressed as 10850 NE 10th Street. (This item is continued from the August 23, 2016 Council Agenda.) (Community Development - B. Harless)** Brad Reeds with Crafton Tull - 214 E. Main addressed the Council. Motion was made by McClure, seconded by Reed, to approve PC-1876. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.
2. **(PC – 1881) Public hearing with discussion and consideration of approval of the Preliminary Plat of The Curve for the property described as a part of the SW/4 of Section 8, T-11-N, R-1-W, located at 11004 SE 28th Street. (Community Development - B. Harless)** Motion was made by McClure, seconded by Dawkins, to approve PC – 1881. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.
3. **(CA-74) Discussion and consideration of an appeal by General Lighting and Sign Services section 9-386(c) of the Midwest City Sign Ordinance which only allows one freestanding sign per frontage for the property located at 5800 Tinker Diagonal. (Community Development - B. Harless)** Jace Larson from General Lighting & Dennis Davis – Hudiburg GM addressed the council. Motion was made by Byrne, seconded by Allen, to approve variance. Voting aye: Byrne, Dawkins, and Allen. Nay: McClure, Reed and Mayor Dukes. Absent: Moore. Motion did not pass. Motion was made by Reed, seconded by Allen to table until next council meeting. Voting aye: Byrne, Dawkins, Reed, Allen and Mayor Dukes. Nay: McClure. Absent: Moore. Motion carried.

4. **Discussion and consideration of appointing a Board of Adjustment member to fill the vacancy created when Joe Lenochoan moved out of state. (Continued from September 13th, 2016 Council meeting.) (Community Development - B. Harless)** Motion was made by Byrne, seconded by McClure, to appoint Charles McDade to the BOA. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.

5. **Discussion and consideration of approving an agreement with Tinker Take Off for advertising multiple Midwest City events at a discounted rate of \$18,570 and approving a supplement in the amount of \$14,184 to fund 123 (Park & Recreation Fund) and \$4,386 to fund 046 (8710 – CVB/Economic Development) to fund this agreement.** Motion was made by Byrne, seconded by Allen, to approve an agreement with Tinker Take Off. Voting aye: Byrne, Dawkins, Allen and Mayor Dukes. Nay: McClure and Reed. Absent: Moore. Motion Carried.

New Business/Public Discussion.

Further Information.

1. Minutes of the September 6, 2016 Planning Commission meeting. (Community Development - B. Harless)

Adjournment.

There being no further business, Mayor Dukes adjourned the meeting at 8:10 p.m.

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk



The City of MIDWEST CITY

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

Memorandum

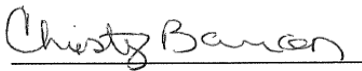
TO: Honorable Mayor and Council

FROM: Christy Barron, Finance Director

DATE: October 11, 2016

Subject: Discussion and consideration of supplemental budget adjustments to the following funds for FY 2016-2017, increase: Police Capitalization Fund, revenue/Miscellaneous (00) \$3,000; expenses/Police (62) \$3,000. Grants/Housing Fund, revenue/Intergovernmental (37) \$200,000; expenses/Housing (37) \$200,000.

The first supplement is needed to budget donation from First National Bank to be used to purchase police video analysis software. The second supplement is needed to budget Home Investment Partnership Program Grant from Oklahoma Housing Finance Agency to be used to provide down payment and closing cost assistance to first time homebuyers in Midwest City.



Christy Barron
Finance Director

SUPPLEMENTS
October 11, 2016

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	3,000			
62	Police			3,000	
		<u>3,000</u>	<u>0</u>	<u>3,000</u>	<u>0</u>

Explanation:
To budget donation from First National Bank to be used to purchase police video analysis software.

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

Explanation:
To budget Home Investment Partnership Program Grant from Oklahoma Housing Finance Agency to be used to provide down payment and closing cost assistance for first time homebuyers in Midwest City.



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

TO : Honorable Mayor and City Council

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

DATE : October 11, 2016

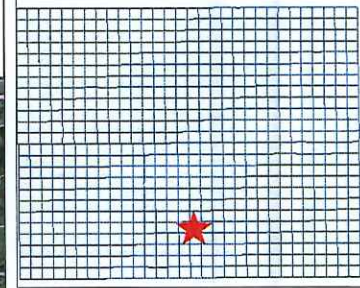
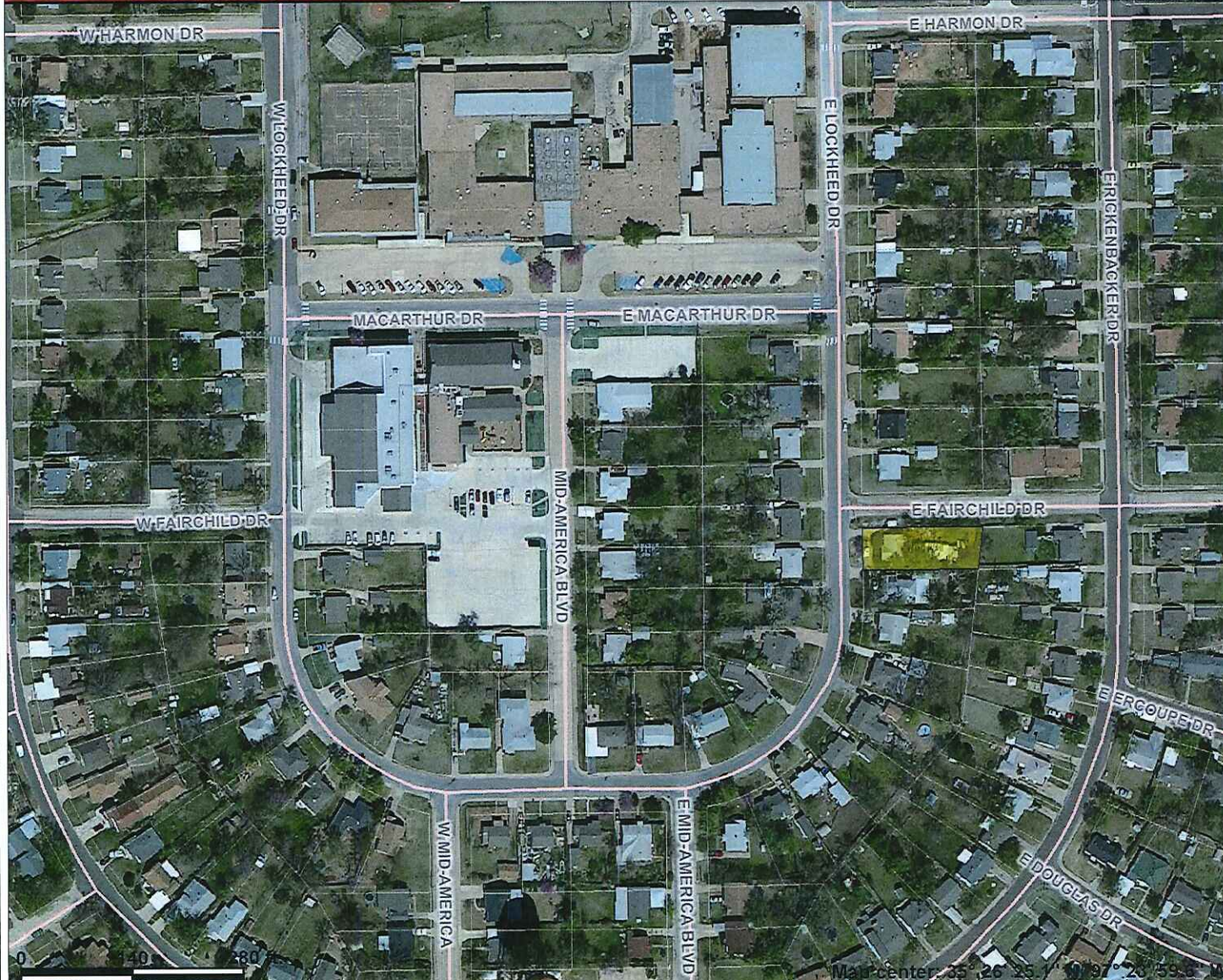
SUBJECT : Discussion and Consideration of accepting a Quit Claim Deed from the Board of County Commissioners of Oklahoma County to property located at 402 East Lockheed Drive within the corporate Boundaries of Midwest City in Block 031 Lot 027 of Atkinson Heights Addition to the Southwest Quarter (SW/4) of Section Ten (10) Township Eleven (11) North Range Two (2) West of the Indian Meridian in Oklahoma County, Oklahoma.

The property is needed in connection with the Original Mile Revitalization Plan.

Staff Recommends approval.

Patrick Menefee, P.E.
City Engineer

Attachments



Legend

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



Scale: 1:2,353

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

QUIT CLAIM DEED INDIVIDUAL FORM

THIS INDENTURE, made this 21ST day of September, 2016, between The Board Of County Commissioners of the first part, and The City of Midwest City of the second part.

Witnesseth, that said parties of the first part, for due consideration, receipt and sufficiency of which are hereby acknowledged, does hereby quit claim, grant, bargain, sell and convey into the said party of the second part, the following described property situate in Oklahoma County, State of Oklahoma, to wit:

1439-15-014-8130; ATKINSON HEIGHTS ADDITION; LOT 027; BLOCK 031

together with all and singular the hereditaments and appurtenances thereunto belonging.

To Have and to Hold the above described premises unto the said party of the second part their successors and assigns forever, so that neither they, the said parties of the first part nor any person in their name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and everyone of them shall by these presents be excluded and forever barred.

Neither the county nor the city or town, in any such transaction, shall be liable for any liens or encumbrances upon said property; however, any such liens or encumbrances shall remain attached to said property until satisfied, discharged or expired by operation of law.

This conveyance is made pursuant to an action and order of the Board of County Commissioners of Oklahoma County made on September 21, 2016.

In Witness Whereof, the said parties of the first part have hereunto set their hand the day and year above written.



APPROVED Sept 21, 2016
 BOARD OF COUNTY COMMISSIONERS
 OF OKLAHOMA COUNTY
Raymond L. Vaughan
 CHAIRMAN
Walter Johnson
 MEMBER
Brian Munch
 MEMBER

ATTEST:
Carolyn Caddill
 Carolyn Caddill
 County Clerk

STATE OF OKLAHOMA)
) SS:
 COUNTY OF OKLAHOMA)

INDIVIDUAL ACKNOWLEDGMENT
 OKLAHOMA FORM

Before me, the undersigned, a Notary Public in and for said County and State on this 21ST day of September, 2016, personally appeared, Raymond Vaughan, Chairman, Brian Munch, Member and Walter Johnson, Member, Oklahoma County Board of County Commissioners, who are known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
Rebecca Chaulow
 NOTARY PUBLIC



My commission expires: 09-19-18 Commission No. 06009194
 EXEMPTION: DOCUMENTARY STAMP TAX O.S. TITLE 68, ARTICLE 32, SECTION 3201 PAR 12



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

To: Honorable Mayor and Council

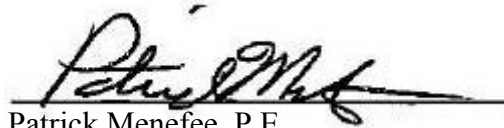
From: Patrick Menefee, P.E., City Engineer

Date: October 11th, 2016

Subject: Discussion and consideration of entering into and approving an Agreement for Professional Surveying Services with Pinnacle Survey, Inc. in the amount of \$18,700 for a Topographic Survey located in various location of the Original Mile for the revitalization project.

The accompanying proposal is for surveying services to assist the design of engineered construction plans for the enhancement projects located throughout the original mile. The funds for this project were designated in the 194 Original Square Mile Implementation Project.

Staff recommends entering into the agreement.



Patrick Menefee, P.E.
City Engineer

Attachments

SURVEY SERVICES AGREEMENT

This Survey services Agreement (herein "Agreement") is made and entered into this 8th day of September, 2016, by and between the CITY OF MIDWEST CITY (herein "CLIENT"), whose address is (see below) and Pinnacle Consulting Management Group, Inc. an Oklahoma corporation, (herein "COMPANY") whose address is 4516 NW 36th Street, Suite 100, Oklahoma City, Oklahoma, 73122.

For and in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree and contract as follows:

1. **SERVICES:** COMPANY will provide CLIENT with licensed, trained and qualified personnel for the performance of TOPOGRAPHIC SURVEY OF ORIGINAL MILE REVITALIZATION PROJECT.
2. **TERM OF AGREEMENT:** This agreement shall be effective and continue in force and effect until terminated by either party by giving 30 days prior written notice thereof.
3. **COMPENSATION:** As full compensation for the work to be performed hereunder, CLIENT agrees to pay and COMPANY agrees to accept for TOPOGRAPHIC SURVEY OF ORIGINAL MILE REVITALIZATION PROJECT, payment of not to exceed \$18,700.00.

COMPANY hereby certifies that it will deduct and pay over to the proper governmental authority any withholding taxes or similar assessments which an employer is required to deduct and pay over and COMPANY accepts exclusive liability for any payroll taxes or contributions imposed by any federal, state or other governmental authority, covering its agents or employees and will defend, indemnify and hold harmless CLIENT against any liability or claim arising there from. COMPANY specifically waives all claims to compensation or benefits of any kind from CLIENT, except as expressly state herein.

4. **REIMBURSEMENT OF OTHER APPROVED COSTS:** CLIENT shall reimburse COMPANY for reasonable costs incurred in performing CLIENT'S business. Costs subject to reimbursement shall be set out in Purchase Orders issued by CLIENT for each individual project to be undertaken by COMPANY.

5. **INVOICING:** COMPANY shall submit invoices to CLIENT with documented support for all costs enumerated in Paragraph 4.

6. **CONFIDENTIAL INFORMATION:** COMPANY hereby agrees to furnish all information obtained pursuant to this Agreement to CLIENT on a confidential basis. Any information received by COMPANY from CLIENT shall not be disclosed by COMPANY to any third parties. Upon the termination of this Agreement, COMPANY will provide to CLIENT all information, work papers, materials, maps and other documents obtained or prepared by COMPANY pursuant to this Agreement, together with all documents, maps or materials supplied by CLIENT to COMPANY.

8. **TAXES:** Unless otherwise required by law, COMPANY has exclusive liability for all sales, use, excise and other taxes, charges or contributions with respect to or imposed on any material or equipment supplied or work performed by COMPANY, including such taxes or contributions imposed on the wages, salaries, or other remunerations paid to persons employed by COMPANY in the performance of this Contract. COMPANY shall pay all such taxes, charges, or contributions before delinquency or discount date and shall defend, indemnify and hold harmless CLIENT from any liability and expense by reason of COMPANY'S failure to pay such taxes, charges or contributions.

9. **INDEMNIFICATION:** COMPANY shall be solely responsible for and shall defend, indemnify and hold harmless CLIENT, its parent, subsidiaries, and affiliates, and their directors, officers, employees and representatives, against any and all claims, demands, causes of action, liabilities, loss cost, damage and expense, including reasonable attorney's fees, arising out of or in connection with injuries (including death) to any and all persons (including but not limited to employees of CLIENT AND CLIENT and its subcontractors) and damages to property, sustained, or alleged to have been sustained in connection with or arising out of the performance of the work by

COMPANY, its agents and employees and subcontractors. Injuries to employees of COMPANY or its subcontractors sustained on their premises of CLIENT shall be conclusively presumed to have been sustained in connection with or arising out of the performance of the work by COMPANY, its agents and employees and its subcontractors.

10. **INSURANCE:** COMPANY, from the time of commencement of the work hereunder until completion of the work, shall provide at its own expense, and maintain in effect the following types and minimum amounts of insurance with insurance companies satisfactory to the CLIENT:

- a. Worker's Compensation and Employer's Liability, including Occupational Disease, in accordance with law, with limits of not less than \$1,000,000.00 per person per accident.
- b. General Commercial Liability and Excess Liability Insurance, including contractual liability insuring the indemnity agreement set forth in this Contract with combined limits of \$2,000,000.00. CLIENT shall be listed as an additional insured on the primary liability policy.
- c. Automobile Liability Insurance covering owned, non-owned and hired vehicles used by COMPANY with combined single limits of at least \$1,000,000.00 per occurrence covering liability for bodily injury or sickness, including death, and property damage.

All policies shall be endorsed to provide that underwriters and insurance companies of COMPANY shall not have any right to subrogation against CLIENT, its parent, subsidiaries, and affiliates, and their directors, officers, employees, agents, representatives, insurers, underwriters, and such other similar parties.

COMPANY shall furnish certificates of insurance evidencing the insurance required hereunder and upon request, shall furnish true copies of the actual policies. Each certificate shall provide that thirty (30) days prior written notice shall be given to the CLIENT in the event of cancellation or material change in the policies and shall specify that CLIENT and its affiliates are named as additional insureds in all such policies except worker's compensation in order to avoid delays in commencing work, certificates and/or copies of policies shall be addressed as follows, or to any other CLIENT personnel or department requesting same:

COMPANY is responsible for the payment of all insurance policy premiums and all policies shall be endorsed to provide that there will be no recourse against the CLIENT for payment of premium. COMPANY is also responsible for all reporting to the insurer required by such policies.

All COMPANY-owned or rented tools, equipment or machines employed for the performance of this work shall be brought to and kept at work at COMPANY'S sole cost, risk and expense and CLIENT shall have no liability for loss or damage thereto. Any insurance policies carried by COMPANY on said tools, equipment or machines shall provide for waiver of underwriter's right of subrogation against CLIENT.

COMPANY shall not commence work at work site until all insurance that COMPANY is required to provide are in force and the necessary certificates and statements, as required above, have been received by the CLIENT.

11. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Oklahoma.

12. **NOTICES:** Notices and information related to this Agreement shall be directed to the following:

TO THE CLIENT: Community Development Dept.
 City of Midwest City
 100 N. Midwest Blvd.
 Midwest City, OK 73110

TO THE COMPANY: Aaron Adkins
Vice President
Pinnacle Consulting Mgmt. Group Inc.
4516 NW 36th Street, Suite 100
Oklahoma City, OK 73122

13. **PROJECT REPRESENTATIVE:** COMPANY'S representative for individual projects performed under this Agreement is as follows:

Tony Cole, Professional Licensed Surveyor

14. **WAIVER:** No waiver by either party of any breach of any of the covenants or conditions herein contained shall be construed a waiver of any succeeding breach of the same or of any other covenant or condition.

15. **ENTIRE AGREEMENT:** The provisions contained herein constitute the entire agreement between the parties. No amendment, modification or supplement to this Agreement shall be binding unless it is in writing, signed by an authorized representative of both parties.

In witness whereof, the parties hereto have executed this agreement, as of the day and year first written above..

CLIENT: City of Midwest City

COMPANY: Pinnacle Consulting Mgmt. Group Inc

By: _____

By: _____

Title: _____

Title: _____



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

To: Honorable Mayor and Council

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

Date: October 11th, 2016

Subject: Discussion and consideration of awarding the bid to and entering into a contract with Kinard Painting and Sandblasting, Inc. in the amount of \$127,000.00 for the Carl Albert Titan Tower Interior Painting Project.

Bids were received on September 29th, 2016 for the above referenced project. Staff recommends award of the bid to Kinard Painting and Sandblasting, Inc., which submitted the lowest and best bid meeting specifications in the amount of \$127,000.00. Attached are the bid tabulations for the five bids received for the project, plus the engineer's estimate. The funds for this project were designated as the Interior Painting of the Titan Water Tower Project in the 178 Construction Loan Payment Fund.

Staff recommends awarding the bid to Kinard Painting and Sandblasting, Inc.

Patrick Menefee, P.E.
City Engineer

PM:ikb

Attachments

Pay Item	Item Description	Unit	Est Qty	Eng Estimate		Classic Protective Coatings		Kinard Painting & Sandblasting, INC.		Maguire Iron, Inc.		TMI Coatings, Inc.		Tank Pro, Inc.	
				Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price	Unit Price	Item Price
1	Water Tank Blasting and Coating (Complete)	LS	1	\$ -	\$ -	\$ 173,350.00	\$ 173,350.00	\$ 115,000.00	\$ 115,000.00	\$ 173,800.00	\$ 173,800.00	\$ 189,200.00	\$ 189,200.00	\$ 156,176.00	\$ 156,176.00
2	Collection, Handling, and Disposal of Waste (Complete)	LS	1	\$ -	\$ -	\$ 5,100.00	\$ 5,100.00	\$ 2,500.00	\$ 2,500.00	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00
3	Mobilization	LS	1	\$ -	\$ -	\$ 9,000.00	\$ 9,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 18,000.00	\$ 18,000.00
4	Epoxy Pit Welding	SF	50	\$ -	\$ -	\$ 10.00	\$ 500.00	\$ 10.00	\$ 500.00	\$ 25.00	\$ 1,250.00	\$ 30.00	\$ 1,500.00	\$ 4.00	\$ 200.00
5	Pit Welding	EA	50	\$ -	\$ -	\$ 20.00	\$ 1,000.00	\$ 10.00	\$ 500.00	\$ 50.00	\$ 2,500.00	\$ 40.00	\$ 2,000.00	\$ 40.00	\$ 2,000.00
6	Miscellaneous Structural Metal Repair	SF	100	\$ -	\$ -	\$ 50.00	\$ 5,000.00	\$ 60.00	\$ 6,000.00	\$ 40.00	\$ 4,000.00	\$ 45.00	\$ 4,500.00	\$ 5.00	\$ 500.00
				Total	\$ -	Total	\$ 193,950.00	Total	\$ 127,000.00	Total	\$ 193,050.00	Total	\$ 212,200.00	Total	\$ 180,376.00



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

MEMORANDUM

TO: Honorable Mayor and Council
FROM: J. Guy Henson, City Manager
DATE: October 11, 2016
SUBJECT: Discussion and consideration of 1) approving and entering into engagement letters with Grant Thornton LLP in amounts not to exceed \$36,000 and \$38,000, respectively, to perform GAAP audits of Sooner Town Center, LLC and STC Lowe's LLC, and Sooner Town Center II, LLC for the calendar year ending December 31, 2014 and December 31, 2015; and 2) approving and entering into engagement letters with Grant Thornton LLP in amounts not to exceed \$23,000 and \$25,000, respectively, to perform GAAP audits of Sooner Town Center II, LLC for the calendar year ending December 31, 2014 and December 31, 2015; and 3) approving and entering into engagement letters with Grant Thornton LLP in amounts not to exceed \$20,000 and \$20,000, respectively, to perform GAAP audits of Sooner Town Center III, LLC for the calendar year ending December 31, 2014 and December 31, 2015; and 4) authorizing the city manager to act on behalf of the City during the audits to provide information, oversee the audit process and make determinations as required.

Grant Thornton is the CPA firm that performed the previous years' audits. Sooner Investment, the manager of the Downtown Redevelopment project, is recommending that we contract with Grant Thornton, based on their significant experience in the field of real estate development auditing and their experience with this development in particular, to perform the 2014 and 2015 audits.

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

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

Staff recommends approval.

J. Guy Henson
City Manager

Attachments



September 9, 2016

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

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

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

Dear Mr. Collett and Mr. Dukes:

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

Scope of services

Grant Thornton LLP ("Grant Thornton") will audit the combined balance sheets of Sooner Town Center, LLC and STC Lowe's LLC (collectively, the "Company"), as of December 31, 2015 and December 31, 2014, and the related combined statements of operations, members' deficit, and cash flows for the years then ended.

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

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

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

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

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

Responsibilities of those charged with governance

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

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

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

Management responsibilities

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

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

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

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

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

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

Use of our report(s)

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

Other services

Supplementary information

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

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

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

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

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

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

Related non-audit services

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

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

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

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

Other services

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

Fees

Standard billings

Our billings for the services set forth in this Engagement Letter, which we have estimated will total \$38,000 for 2015 and \$36,000 for 2014, will be rendered on an estimated basis and are payable within 20 days of receipt.

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

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

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

Additional billings

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

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

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

Adoption of new accounting standards

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

Other costs

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

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

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

Right to terminate services for nonpayment

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

Other matters

Relationship to Grant Thornton International Ltd

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

Use of third-party service providers and affiliates

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

Grant Thornton also may use the technology and resources of the following entity to assist us as follows:

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

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

You hereby consent and authorize us to disclose Company information to the GT US Shared Services Center India Private Limited and the other above named entity.

Privacy

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

Documentation

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

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

Electronic communications

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

Standards of performance

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

With respect to the services and this Engagement Letter, in no event shall the liability of Grant Thornton and its present, future, and former partners, principals, directors, employees, agents, and contractors for any claim, including but not limited to Grant Thornton’s own negligence, exceed the fees it receives for the portion of the work giving rise to such liability. This limitation shall not apply to the extent that it is finally determined that any claims, losses, or damages are the result of Grant Thornton’s gross negligence or willful misconduct. In addition, Grant Thornton shall not be liable for any special, consequential, incidental, or exemplary

damages or loss (nor any lost profits, interest, taxes, penalties, loss of savings, or lost business opportunity) even if Grant Thornton was advised in advance of such potential damages. This paragraph and the paragraph directly below shall apply to any type of claim asserted, including contract, statute, tort, or strict liability, whether by the Company, Grant Thornton, or others.

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

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

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

Dispute resolution

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

If the above jury trial waiver is determined to be prohibited by applicable law, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Grant Thornton office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will

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

Authorization

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

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

Sincerely,



Ronald E. Messenger
Partner

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

Agreed and accepted by:

SOONER TOWN CENTER, LLC AND STC LOWE'S LLC

_____ Date: _____
Robert C. Collett, Managing Member

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

THE CITY OF MIDWEST CITY
_____ Date: _____
Matthew Dukes II, Mayor

Matters that can cause work in excess of fee estimate

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

Changing requirements

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

Incorrect accounting applications or errors in your records

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

Lack of audit facilitation or timely preparation

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

Staff withdrawal

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

Unforeseen events

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

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



September 9, 2016

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

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

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

Dear Mr. Collett and Mr. Dukes:

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

Scope of services

Grant Thornton LLP ("Grant Thornton") will audit the balance sheets of Sooner Town Center II, LLC (the "Company"), as of December 31, 2015 and December 31, 2014, and the related statements of operations, members' deficit, and cash flows for the years then ended.

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

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

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

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

Responsibilities of those charged with governance

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

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

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

Management responsibilities

As you are aware, the financial statements are the responsibility of management. Management is responsible for preparing and fairly presenting the financial statements in accordance with accounting principles generally accepted in the United States of America, which includes

adopting sound accounting practices and complying with changes in accounting principles and related guidance. Management is also responsible for:

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

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

- adequacy of internal control and the identification of any significant deficiencies or material weaknesses, including the related corrective action proposed
- significant accounting policies, alternative treatments, and the reasons for the initial selection of, or change in, significant accounting policies
- process used by management in formulating particularly sensitive accounting judgments and estimates and whether the possibility exists that future events affecting these estimates may differ markedly from current judgments

- basis used by management in determining that uncorrected misstatements, including missing disclosures, are immaterial, both individually and in the aggregate, including whether any of these uncorrected misstatements could potentially cause future financial statements to be materially misstated.

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

Use of our report(s)

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

Other services

Supplementary information

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

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

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

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

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

Related non-audit services

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

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

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

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

Other services

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

Fees

Standard billings

Our billings for the services set forth in this Engagement Letter, which we have estimated will total \$25,000 for 2015 and \$23,000 for 2014, will be rendered on an estimated basis and are payable within 20 days of receipt.

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

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

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

Additional billings

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

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

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

Adoption of new accounting standards

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

Other costs

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

Professional standards impose additional responsibilities regarding the reporting of illegal acts that have or may have occurred. To fulfill our responsibilities, we may need to consult with Company counsel or counsel of our choosing about any illegal acts that we become aware of.

Additional fees, including legal fees, will be billed to the Company. The Company agrees to ensure full cooperation with any procedures that we may deem necessary to perform.

Right to terminate services for nonpayment

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

Other matters

Relationship to Grant Thornton International Ltd

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

Use of third-party service providers and affiliates

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

Grant Thornton also may use the technology and resources of the following entity to assist us as follows:

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

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

You hereby consent and authorize us to disclose Company information to the GT US Shared Services Center India Private Limited.

Privacy

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

Documentation

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

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

Electronic communications

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

Standards of performance

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

With respect to the services and this Engagement Letter, in no event shall the liability of Grant Thornton and its present, future, and former partners, principals, directors, employees, agents, and contractors for any claim, including but not limited to Grant Thornton’s own negligence, exceed the fees it receives for the portion of the work giving rise to such liability. This limitation shall not apply to the extent that it is finally determined that any claims, losses, or damages are the result of Grant Thornton’s gross negligence or willful misconduct. In addition, Grant Thornton shall not be liable for any special, consequential, incidental, or exemplary

damages or loss (nor any lost profits, interest, taxes, penalties, loss of savings, or lost business opportunity) even if Grant Thornton was advised in advance of such potential damages. This paragraph and the paragraph directly below shall apply to any type of claim asserted, including contract, statute, tort, or strict liability, whether by the Company, Grant Thornton, or others.

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

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

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

Dispute resolution

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

If the above jury trial waiver is determined to be prohibited by applicable law, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Grant Thornton office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will

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

Authorization

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

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

Sincerely,



Ronald E. Messenger
Partner

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

Agreed and accepted by:

SOONER TOWN CENTER II, LLC

Robert C. Collett, Managing Member

Date: _____

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

Date: _____

THE CITY OF MIDWEST CITY

Matthew Dukes II, Mayor

Date: _____

Matters that can cause work in excess of fee estimate

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

Changing requirements

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

Incorrect accounting applications or errors in your records

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

Lack of audit facilitation or timely preparation

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

Staff withdrawal

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

Unforeseen events

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

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



September 22, 2016

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

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

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

Dear Mr. Collett and Mr. Dukes,

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

Scope of services

Grant Thornton LLP ("Grant Thornton") will audit the balance sheets of Sooner Town Center III, LLC (the "Company"), as of December 31, 2015, and December 31, 2014, and the related statements of operations, members' equity, and cash flows for the years then ended.

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

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

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

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

Responsibilities of those charged with governance

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

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

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

Management responsibilities

As you are aware, the financial statements are the responsibility of management. Management is responsible for preparing and fairly presenting the financial statements in accordance with accounting principles generally accepted in the United States of America, which includes

adopting sound accounting practices and complying with changes in accounting principles and related guidance. Management is also responsible for:

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

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

- adequacy of internal control and the identification of any significant deficiencies or material weaknesses, including the related corrective action proposed
- significant accounting policies, alternative treatments, and the reasons for the initial selection of, or change in, significant accounting policies
- process used by management in formulating particularly sensitive accounting judgments and estimates and whether the possibility exists that future events affecting these estimates may differ markedly from current judgments

- basis used by management in determining that uncorrected misstatements, including missing disclosures, are immaterial, both individually and in the aggregate, including whether any of these uncorrected misstatements could potentially cause future financial statements to be materially misstated.

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

Use of our report(s)

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

Other services

Related non-audit services

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

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

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

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

Other services

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

Fees

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

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

Additional billings

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

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

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

Adoption of new accounting standards

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

including matters such as the retrospective application of accounting changes and changes in classification.

Other costs

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

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

Right to terminate services for nonpayment

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

Other matters

Relationship to Grant Thornton International Ltd

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

Use of third-party service providers and affiliates

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

Grant Thornton also may use the technology and resources of the following entity to assist us as follows:

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

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

You hereby consent and authorize us to disclose Company information to the GT US Shared Services Center India Private Limited.

Privacy

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

Documentation

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

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

Electronic communications

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

Standards of performance

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

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

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

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

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

Dispute resolution

Any controversy or claim arising out of or relating to the services, related fees, or this Engagement Letter shall first be submitted to mediation. A mediator will be selected by agreement of the parties, or if the parties cannot agree, a mediator acceptable to all parties will be appointed by the American Arbitration Association ("AAA"). The mediation will proceed in

accordance with the customary practice of mediation. In the unlikely event that any dispute or claim cannot be resolved by mediation, we both recognize that the matter will probably involve complex business or accounting issues that would be decided most equitably to us both by a judge hearing the evidence without a jury. Accordingly, to the extent now or hereafter permitted by applicable law, the Company and Grant Thornton agree to waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to our services or this Engagement Letter.

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

Authorization

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

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

Sincerely,



Ronald E. Messenger
Partner

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

Agreed and accepted by:

SOONER TOWN CENTER III, LLC

Robert C. Collett, Managing Member

Date: _____

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

Date: _____

THE CITY OF MIDWEST CITY

Matthew Dukes II, Mayor

Date: _____

Matters that can cause work in excess of fee estimate

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

Changing requirements

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

Incorrect accounting applications or errors in your records

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

Lack of audit facilitation or timely preparation

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

Staff withdrawal

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

Unforeseen events

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

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



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

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

Billy Harless, Community Development Director

TO : Honorable Mayor and City Council

FROM : Billy Harless, Director

DATE: October 11, 2016

SUBJECT : Discussion and consideration of the reappointment of John Hill to the Electrical Board for an additional three-year term.

The term of John Hill expired September 28, 2016. He wishes to be considered for reappointment.

In accordance with Sec. 9-67 of the Municipal Code, all members of the electrical board shall be journeymen electricians or electrical contractors licensed by the City, and shall be persons who are familiar with the requirements of the National Electrical Code and who know the methods of installing electric wiring. They shall be appointed by the Mayor and City Council. The board shall consist of five members, each of whom shall have been actually engaged in the business of electrical work as a registered journeyman electrician or a registered electrical contractor for the past five years preceding the date of appointment.

The Electrical Board meets on call. Members of the Board serve 3-year terms and are as follows:

Doyle Kelso - Ward 3 (appointment expires 11/11/17)
Mike Gregory - Ward 4 (appointment expires 09/28/19)
Steve Flowers - Ward 4 (appointment expires 09/28/19)
John Hill - Ward 4 (appointment expired 09/28/16)
Tye Moore - OKC (appointment expires 11/11/17)

Action is at the discretion of the Council.

Billy Harless
Community Development Director

BH:lkb



Public Works Administration
8730 S.E. 15th Street
Midwest City, OK 73110
Office: 405-739-1066 /Fax: 405-739-1090
www.midwestcityok.org

TO: Honorable Mayor and Council

FROM: Vaughn Sullivan, Public Works Director

DATE: October 11, 2016

SUBJECT: Discussion and consideration of 1) declaring one (1) Wacker Packer serial # 5051128 City Inventory No. 09-06-10, one (1) Grayco paint striping machine serial # GCAST-1102496 City Inventory No. 08-09-01, one (1) 1993 International swap dump truck model # 4900 serial # 1HTSDPPR3PH516071 City Inventory No. 09-03-13, one (1) Flat bed w/1000 gallon water tank for swap truck City Inventory No. 09-10-26, one (1) Sand spreader w/Kohler 15 H.P. engine for swap truck spreader serial # 27033 engine serial # 3229006021 City Inventory No. 09-05-03 and one (1) Dump bed for swap truck City Inventory No. 09-10-28 from the Street Department surplus property; and 2) authorizing disposal of all items by sealed bid or auction.

The equipment listed has been removed from service. There are no other operational applications available within the City.

- Wacker Packer serial # 5051128, City Inventory No. 09-06-10
- Grayco paint striping machine serial # GCAST-1102496, City Inventory No. 08-09-01
- 1993 International swap dump truck model # 4900 serial # 1HTSDPPR3PH516071, City Inventory No. 09-03-13
- Flat bed w/1000 gallon water tank for swap truck, City Inventory No. 09-10-26
- Sand spreader w/Kohler 15 H.P. engine for swap truck spreader serial # 27033 engine serial # 3229006021, City Inventory No. 09-05-03
- Dump bed for swap truck, City Inventory No. 09-10-28

Staff recommends approval.

Vaughn K. Sullivan
Public Works Director



MEMORANDUM

TO: Honorable Mayor and Council

FROM: Vaughn Sullivan,
Community Services Director

DATE: October 11, 2016

SUBJECT: Discussion and consideration of 1) declaring one (1) Ricoh Black and White copier with scanner serial # K8664900224, Bridge Unit serial #J1557002021, Document Feeder serial #K7558208219 and Roland digital piano with stand serial #ZN04214 from the Parks and Recreation Departments surplus property; and 2) authorizing disposal of all by sealed bid or auction.

The equipment listed has been removed from service. There are no other operational applications available within the City.

- Ricoh Black and White Copier with scanner serial #[K8664900224](#)
- Bridge unit serial #[J1557002021](#)
- Document feeder serial #[K7558208219](#)
- Roland EP-90/70 digital piano with stand serial #ZN04214.

Staff recommends approval.

Vaughn Sullivan
Community Services Director



DISCUSSION ITEMS





The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

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

Billy Harless, Community Development Director

To: Honorable Mayor and City Council

From: Billy Harless, Community Development Director

Date: October 11, 2016

Subject: (CA-74) Discussion and consideration of an appeal by General Lighting and Sign Services section 9-386(c) of the Midwest City Sign Ordinance which only allows one freestanding sign per frontage for the property located at 5800 Tinker Diagonal.

Applicant: Jace Larsen, General Lighting and Sign Services

Earlier this year, staff was contacted by representatives of Hudiburg Toyota regarding replacing two existing signs with two new sign. The new signs will be placed in the same locations as the existing signs.

Section 9-386(c)(1) of the Sign Ordinance is as follows:
Free-standing signs.

(c) No freestanding sign shall be nearer than two (2) feet to any building or other structure. **Only one (1) freestanding sign shall be allowed per frontage unless the frontage is in excess of six hundred (600) feet, in which case one (1) sign shall be allowed for the first six hundred (600) feet and an additional sign shall be allowed for each additional six hundred (600) feet or less of frontage.**

Hudiburg Toyota located at 5800 Tinker Diagonal has approximately 480 feet of frontage along Tinker Diagonal and therefore, does not qualify as being able to have two freestanding signs.

The Sign Ordinance was updated in 2003 and went into effect in 2010. Shortly after the ordinance went into effect, the Council voted to grandfather current non-compliant signs and allow them to remain but if any structural modifications were made, all signs on the property must come into compliance with the provisions of the updated ordinance. As the existing signs are proposed to be removed and new signs are proposed to be erected, staff is required to uphold the current ordinance which only allows one freestanding sign per parcel. This appeal is to allow two new freestanding signs on one parcel with less than 600 feet of frontage.

It should be noted that both of the proposed signs are 35 feet in height which exceeds the 20' height limitation. The existing signs were granted a variance to the height requirement as they are located within 100 feet of I-40 right-of-way. The existing signs are 35 feet in height so the approved variance would cover the proposed signs as they do not exceed the previously approved height.

Staff is meeting with the applicant on Thursday, October 06, 2016 regarding this appeal. If additional information is submitted, staff will add that to this item with a separate memo.

Attached is a letter from the applicant requesting the variance as well as pictures of the proposed signs and a site plan showing the locations of the proposed signs.

Action Required: Approve or reject the appeal to the sign ordinance for the property described as noted in this staff report.

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

Billy Harless, AICP
Community Development Director

August 8, 2016



HUDIBURG

TOYOTA SCION

To whom it may concern,

Toyota motor Sales USA, Inc. has announced this past February to discontinue the Scion branded vehicles across the entire dealership network. A key part of this process is looking to remove and upgrade certain facility exterior signage. In this process they will remove the scion branding and install new signage for the Toyota brand. Hudiburg Toyota is in the process of adhering to Toyota's request. Included with this request is the removal of the existing signage for both new and preowned cars. The new car signage is exact same dimension and approved for installation however the pre-owned sign is 10' by 17' and the standard replacement signage is like the new car sign at 10' by 35'. We are requesting a variance to the ordinances to allow Hudiburg Toyota to install the standard 10' by 35' pre-owned signage. The positioning of the signage is actually at a low grade point of the property. This placement of the sign is at the same current location of our existing used car sign, which is 6' 4" lower in elevation than our other existing signs. Should Hudiburg Toyota not be allowed to upgrade the signage the business would be adversely affected in the following ways:

1) COMPETITIVE DISAVANTAGE

The strict application of the existing ordinances would inhibit Hudiburg Toyota due to poor visibility from Interstate Highway 40 negatively affecting the dealerships ability to attract customers in a very intensified business environment. When compared to other businesses and dealerships in the vicinity with signs well over 50' Hudiburg Toyota would even be further exacerbated with signage left at 17'.

2) LONG TERM SUSTAINABILITY

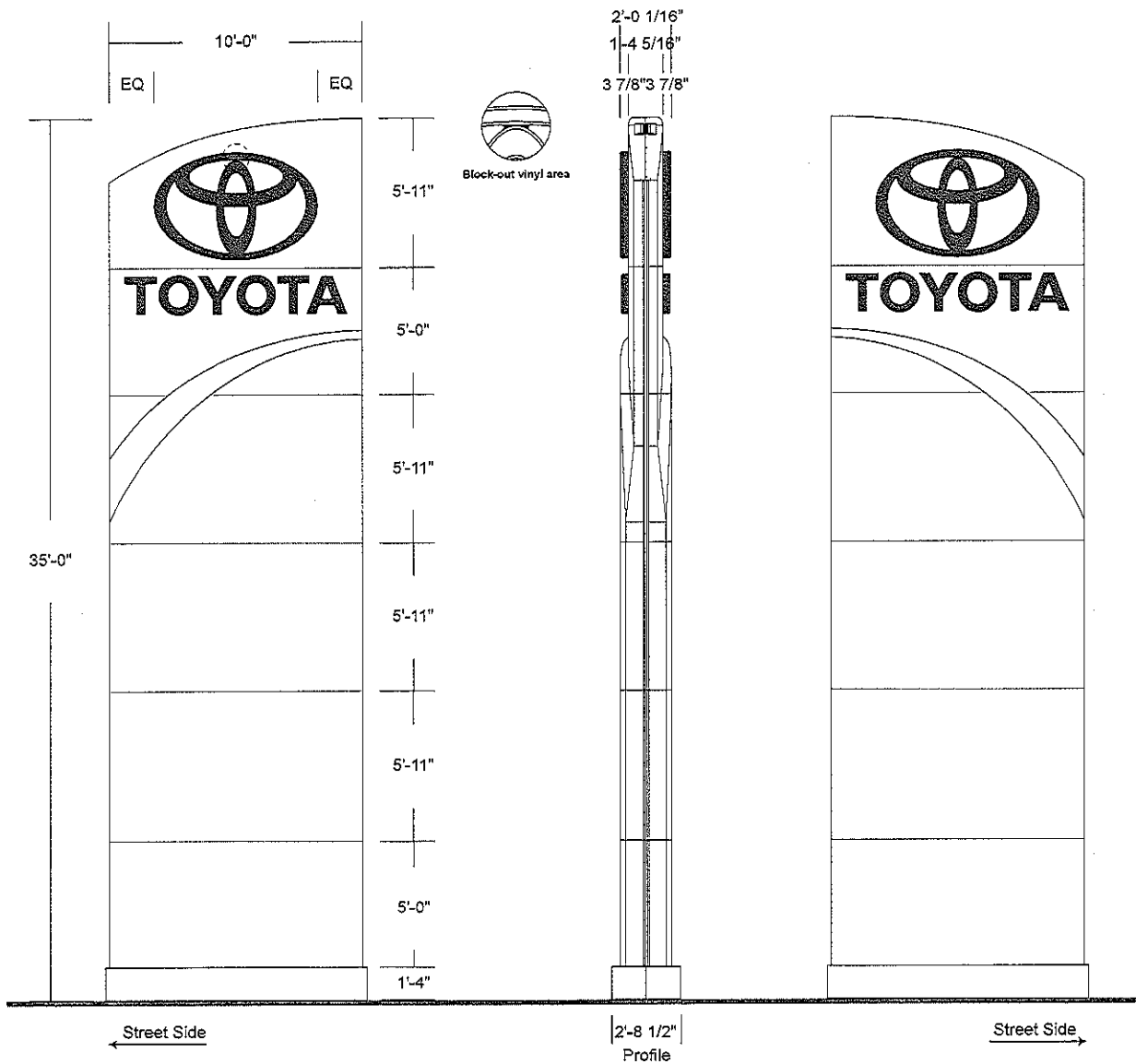
The updated sign would contain upgraded LED illumination rather than old traditional fluorescent bulbs which will use 48% less energy and further enhance the appearance of the I-40 corridor through our city. Not allowing a variance for Hudiburg Toyota would prevent the dealership from substantial energy conservation.

Every day the Hudiburg Auto Group conveys an image to our local community and has been a strong part of the greater Oklahoma City metro more specifically the Midwest City/Del City area for almost 60 years. We want to be certain we are continuing to provide the best quality image in our community. Both Toyota Motor Company and Hudiburg Toyota understand and take pride in working with local communities and we hope to continue to our mutual support in various ways in years to come. Thank you for your consideration of our variance request.

Sincerely,

Dennis Davis, GM

Hudiburg Toyota Inc.



555 Ellesmere Road
 Toronto, Ontario, Canada M1R 4E8
 Tel (416) 759-1111
 Fax (416) 759-4965
 Toll Free 1-800-268-6536
 www.pattisonsign.com

A Division of Jim Pattison Industries Ltd.

May 17, 2016	Date
L.Slinger	Sales Rep
A. Ioannou	Designer
3/16" = 1'-0"	Scale
LM2-7229	Project ID#
	Revision Note
	Job No.
	Customer Approval
	Date

1035 - D/F Illuminated Pylon Sign

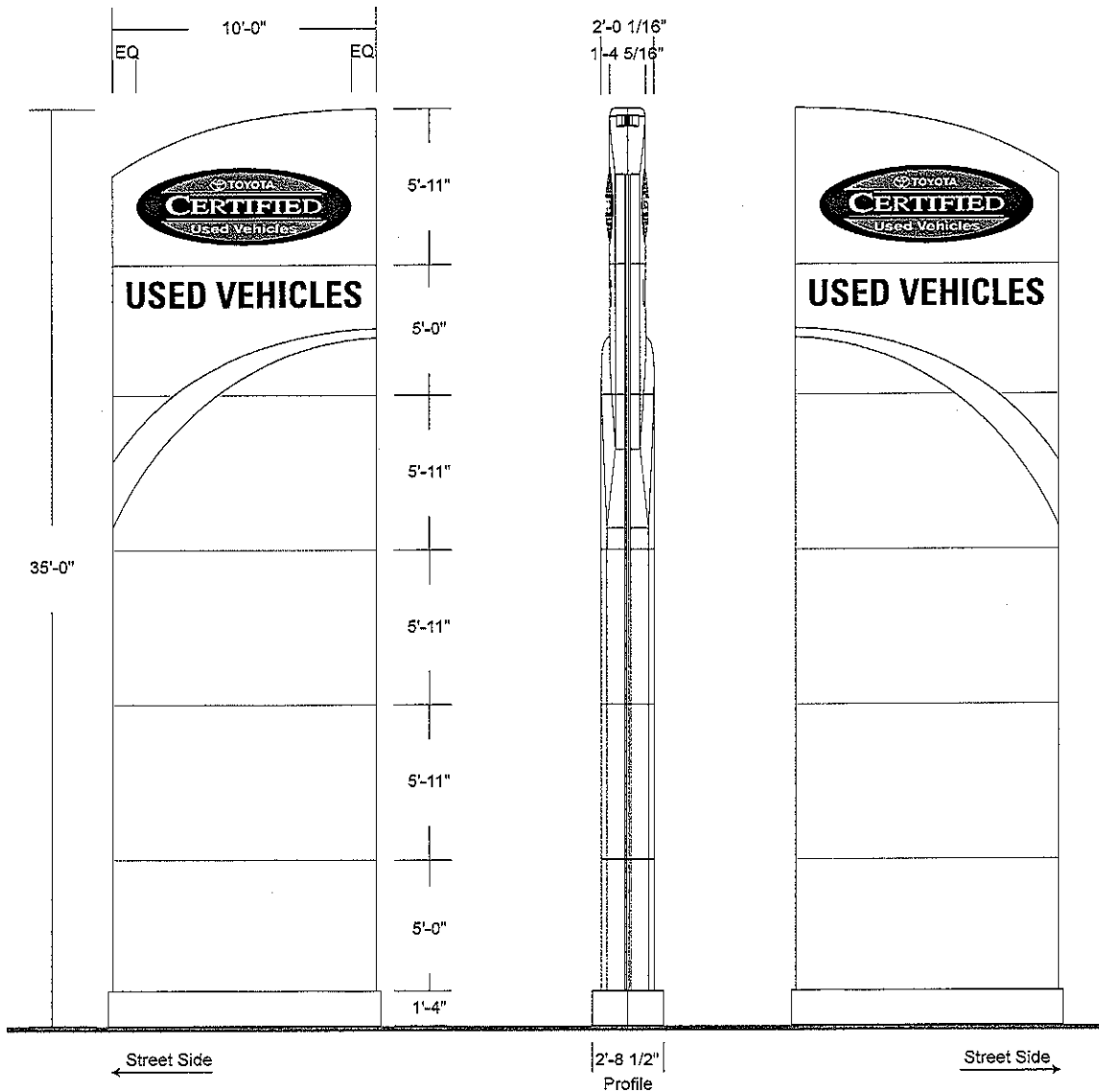
- 1/8" aluminum fabricated panels
Painted Toyota white
- Toy-5: Panned & embossed molded Toyota logo
(4'-3"h x 6'-6 13/16"w) 21.99 sq.ft.
Clamshell trim
Lexan polycarbonate: Bayer Red D99
3M 3635-20B block out vinyl applied second surface
Aluminum coil pre-painted red
Illuminated with red LED
- Panned & embossed molded Toyota letters
(1'-5 13/16"h x 8'-10 15/16"w) 13.22 sq.ft.
Clamshell trim
Lexan polycarbonate: Bayer Red D99
Aluminum coil pre-painted red
Illuminated with red LED
- 1/8" aluminum 3D "Swoosh"
Painted 31 Medium Gray
- Electrical hook-up by others

Note:
 See technical drawings for fabrication
 All rights reserved. No part of this drawing may be reproduced in any form without written permission from Pattison Sign Group.
 It is agreed that the client is entirely responsible to install the concrete base as per Pattison Sign Group technical drawings or the equivalent. Where an existing base is used, the client agrees to check if the concrete base can support the sign as supplied by Pattison Sign Group. Pattison Sign Group will not accept any liability.

Voltage: 120volt _____



TOYOTA
 35054
 Hudiburg Toyota Scion
 5800 Tinker Diagonal
 Midwest City, OK



555 Ellasmere Road
Toronto, Ontario, Canada M1R 4E8

Tel (416) 759-1111
Fax (416) 759-4965
Toll Free 1-800-288-6536
www.pattisonsign.com

A Division of Jim Pattison Industries Ltd.

April 1, 2016	Date
L. Slinger	Sales Rep
A. Ioannou	Designer
3/16" = 1'-0"	Scale
LS4-7605	Project ID#

	Revision Note
	Job No.
	Customer Approval
	Date

Note:
See technical drawings for fabrication

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Voltage: 120volt _____

1035cuv - D/F Illuminated Pylon Sign

1/8" aluminum fabricated panels
Painted Toyota white

CUV Logo:
Panned molded logo: CUV-1
(2'-11 3/4"h x 8'-2"w) 19.13 sq.Ft.
Routed out and pushed thru 3/16" convex white acrylic face
3M 3630-73 red & 3M 7725-22 black vinyl applied on first surface
Illuminated with white LED

Used Vehicles
(12 1/16"h x 8'-10 7/8"w) 8.95 sq.ft.
Routed out and backed-up with flat 3/16" clear polycarbonate
3M 3635-222 black dual vinyl applied first surface
Backed-up with a second 3/16" white polycarbonate
Illuminated with white LED

1/8" aluminum 3D "Swoosh"
Painted 31 Medium Gray

Electrical hook-up by others



TOYOTA

35054
Hudiburg Toyota Scion
5800 Tinker Diagonal
Midwest City, OK



555 Ellesmere Road
Toronto, Ontario, Canada M1R 4E8

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Fax (416) 759-4965
Toll Free 1-800-268-6536
www.pattisonsign.com

A Division of Jim Pattison Industries Ltd.

April 1, 2016 Date

Date

N.T.S. Scale

Scale

Job No.

L. Slinger

Sales Rep

LS4-7605

Project ID

Customer Approval

A. Ioannou

Designer

Revision Note

Date

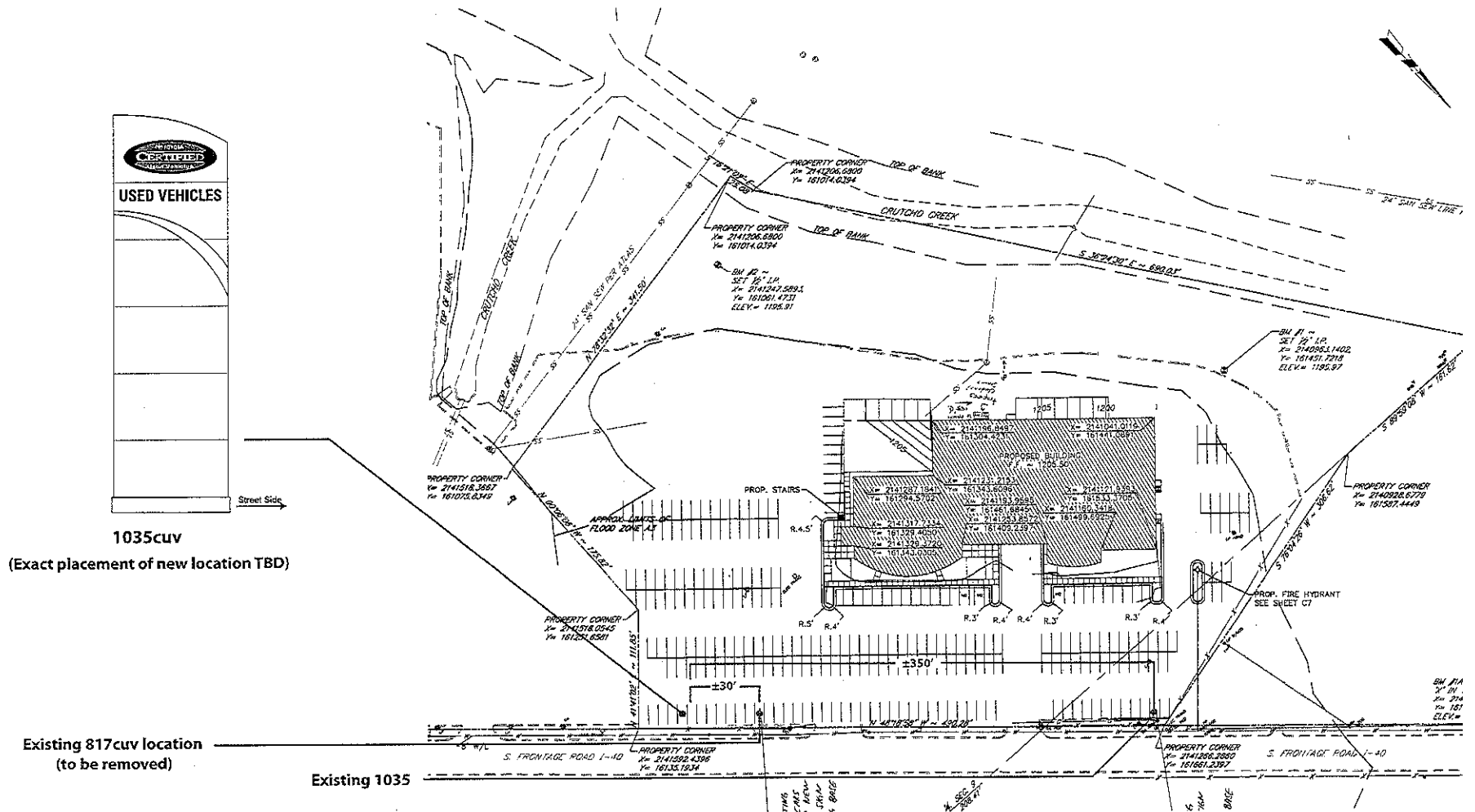
It is agreed that the client is entirely responsible to install the concrete base as per Pattison Sign Group technical drawings or the equivalent. Where an existing base is used, the client agrees to check if the concrete base can support the sign as supplied by Pattison Sign Group. Pattison Sign Group will not accept any liability.

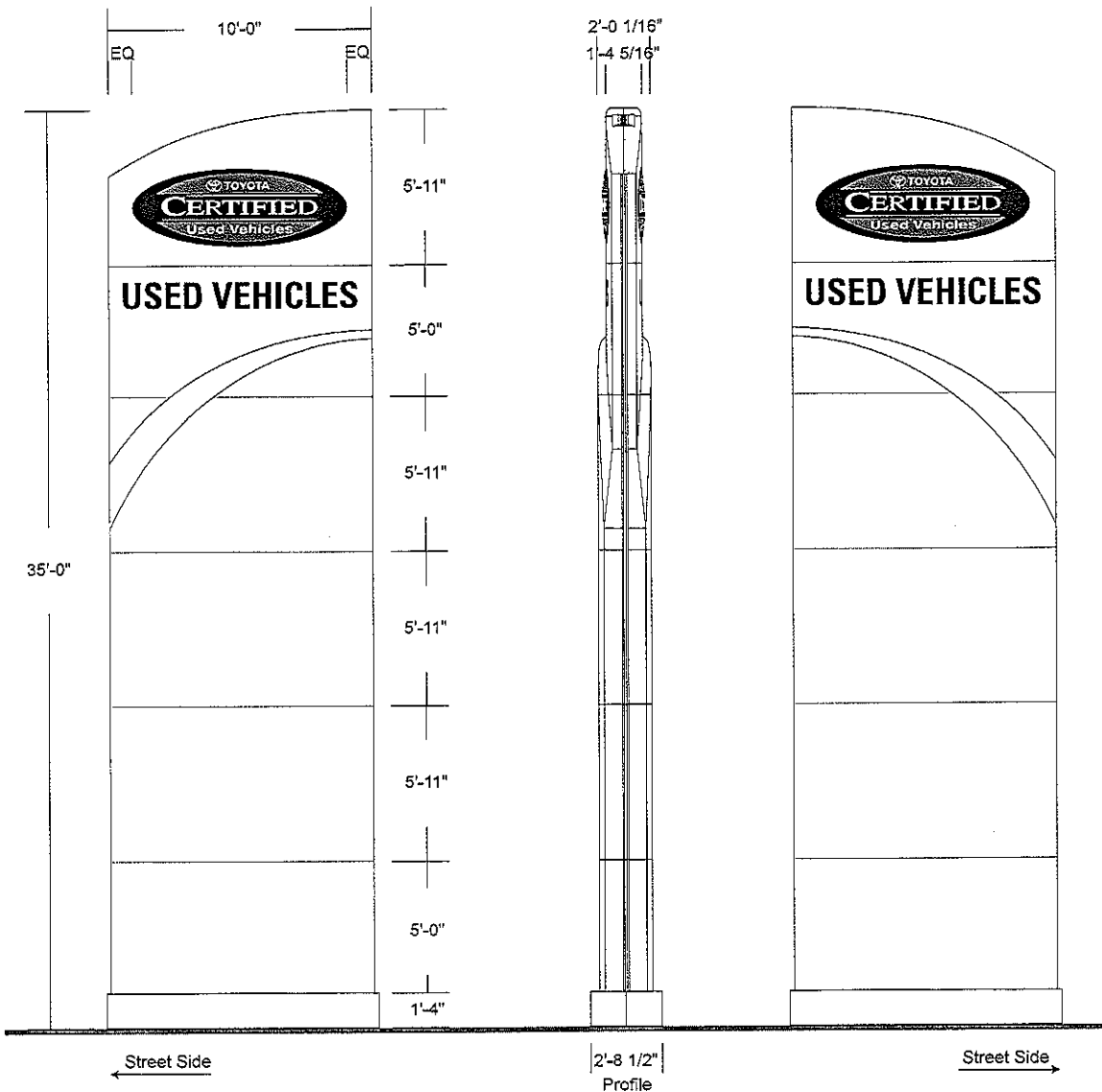
Voltage: 120volt



TOYOTA
35054
Hudburg Toyota Scion
5800 Tinker Diagonal
Midwest City, OK

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1035cuv - D/F Illuminated Pylon Sign

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Painted Toyota white

CUV Logo:
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Painted 31 Medium Gray

Electrical hook-up by others



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A Division of Jim Pattison Industries Ltd.

April 1, 2016 Date

L. Slinger Sales Rep

A. Ioannou Designer

3/16" = 1'-0" Scale

LS4-7605 Project ID#

Revision Note

Job No.

Customer Approval

Date

Note:

See technical drawings for fabrication

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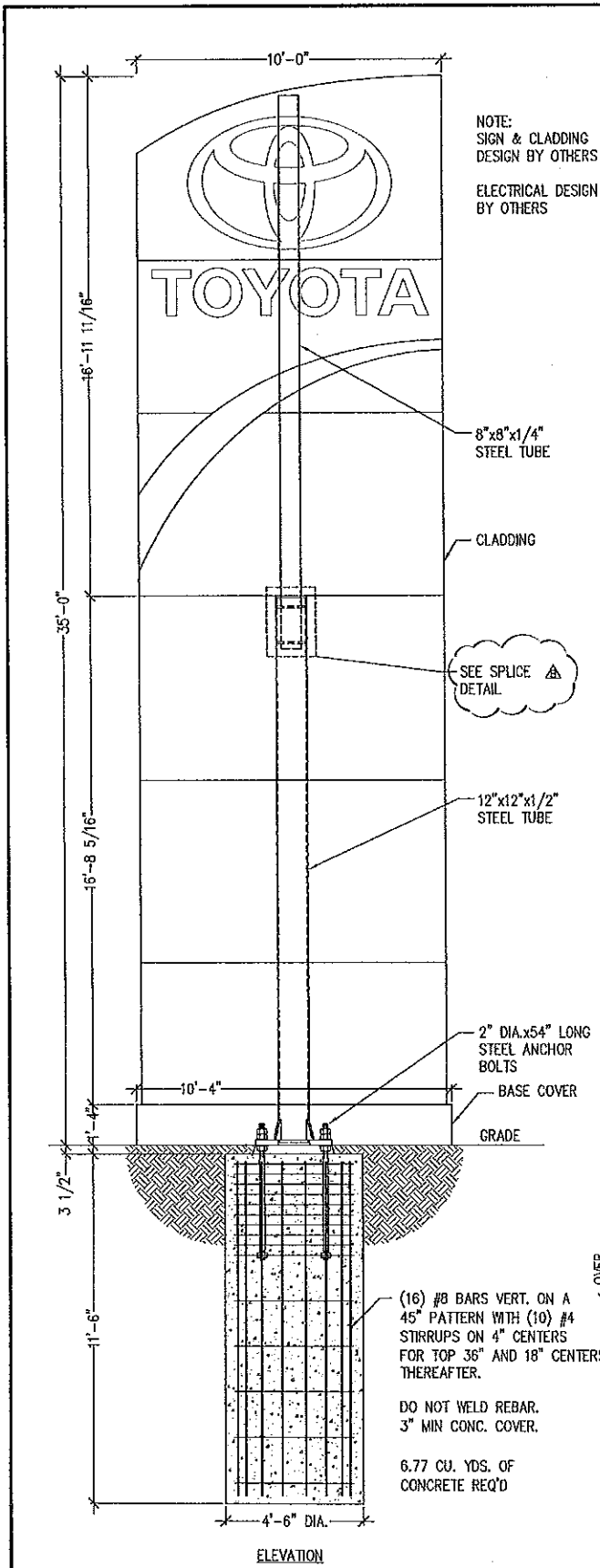
It is agreed that the client is entirely responsible to install the concrete base as per Pattison Sign Group technical drawings or the equivalent. Where an existing base is used, the client agrees to check if the concrete base can support the sign as supplied by Pattison Sign Group. Pattison Sign Group will not accept any liability.

Voltage: 120volt 240volt



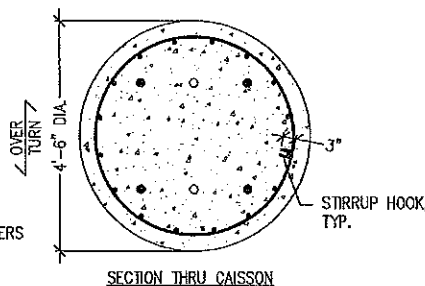
TOYOTA

35054
Hudiburg Toyota Scion
5800 Tinker Diagonal
Midwest City, OK



General Notes:

- Design is based on a 116 mph, 3 second gust wind design per IBC 2015 (90 MPH, 3 second gust per IBC 2009) Category II, Exposure C. Seismic design category C or greater.
- Spread foundation is based on a presumptive safe vertical soil bearing pressure minimum of 2000 psf. Caisson foundation is based on a presumptive safe lateral soil bearing pressure minimum of 150 psf per foot of depth. Isolated lateral bearing footings subject to short-term lateral loads and not adversely affected by a 1/2" motion at grade are permitted to be designed using twice the tabulated value of the corresponding soil class.
- A soil report was not provided. Foundation analysis assumes Soil Classification 4. Allowable bearing pressure should be verified prior to placement of concrete. In the event that the stated requirements are not met and conditions appear deleterious, cease and secure excavation and immediately contact PATTISON SIGN GROUP.
- Foundation shall not be placed at the top of, or on the side of a slope exceeding 3:1, or adjacent to a fill slope unless re-evaluated by a competent Professional Engineer. Do not place foundation in fill.
- Concrete shall be mixed to attain a minimum 28 day compressive strength of 3000 psi.
- Steel reinforcing bars shall conform to ASTM A615, Grade 60 with deformations in accordance with ASTM A305. Welding of reinforcing bars is prohibited.
- All voids between column base plate and foundation surface shall be completely filled with high-strength, non-shrink grout.
- Anchor bolts shall meet ASTM F1554 Grade 36. Exposed surfaces shall be galvanized or coated to prevent corrosion.
- All support members shall be free from defects. Steel tube shall meet ASTM A500 Grade C with a minimum yield strength of 50000 psi. Steel angle and channel shall meet ASTM A36. Steel plate shall meet Canadian 44W with a minimum yield strength of 44000 psi.
- Steel welds shall be made with E70xx electrodes by persons qualified in accordance with AWS standards within the past two years.
- All structural bolts shall conform to ASTM A325, and be zinc coated unless noted otherwise. When used with structural bolts, heavy hex nuts shall conform to ASTM A563, and washers shall conform to ASTM F436. Tighten all high strength bolts using the Turn-of-Nut method unless noted otherwise.
- The scope of this engineer does not include onsite observations.
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- This design is prototypical and should not be used for site specific applications unless reviewed and deemed suitable for use at that site by a competent Professional Engineer.



CLIENT: **PATTISON SIGN GROUP**
335 ELLESMERE ROAD TORONTO, ONTARIO, CAN M1R 4E9

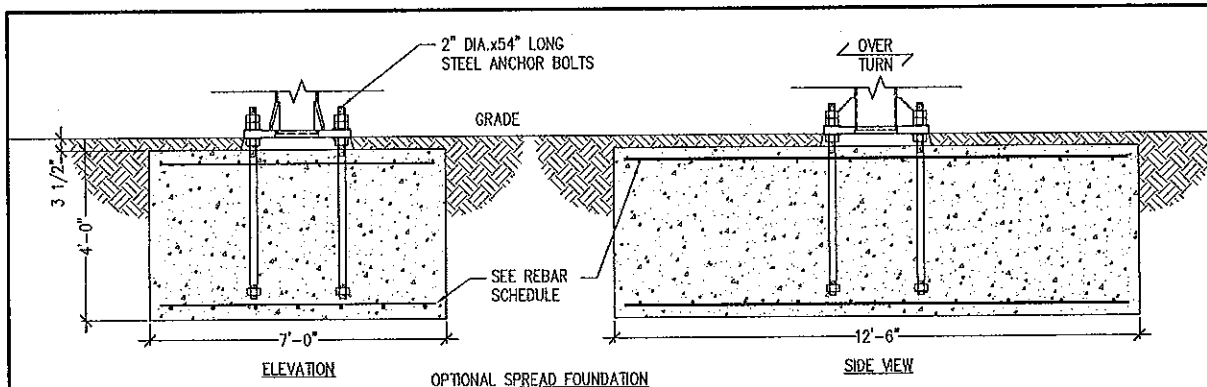
SIGN TYPE: 1035-SWL

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138 South David Lane • Knoxville, Tennessee 37922
Phone: (865) 539-4001 • Fax: (865) 539-0551
Cell: www.linkengr.com

REV.	DATE	DESCRIPTION	BY:	APR:
Δ	2/18/16	REVISED CONNECTION TO SPLICE	GHK	JK
Δ	6/1/15	REVISED MATERIAL SPECIFICATIONS	TRR	BSA

SHT.	1	BY:	TRR	Project Number:	15-0453
OF	3	DATE:	05/22/15	Drawing Number:	B1321711



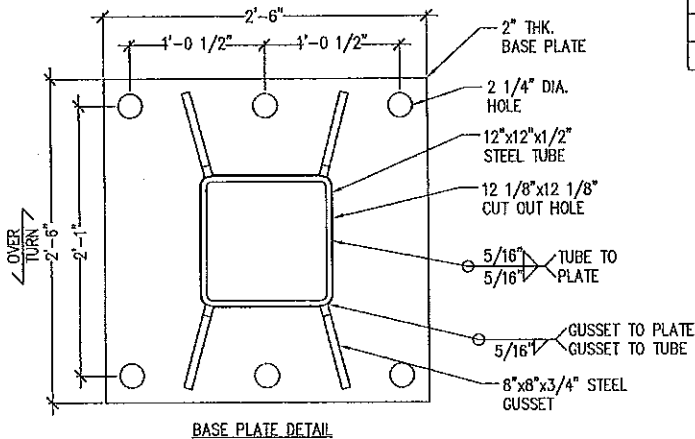
12.96 CU. YDS. OF
CONCRETE REQ'D

WHERE THE EXTREME FROST PENETRATION DEPTH REQUIREMENT IS GREATER THAN THE SPECIFIED DEPTH OF THIS FOUNDATION, THE FOUNDATION DESIGN SHOULD BE ALTERED TO MEET THE LOCAL FROST DEPTH REQUIREMENTS.

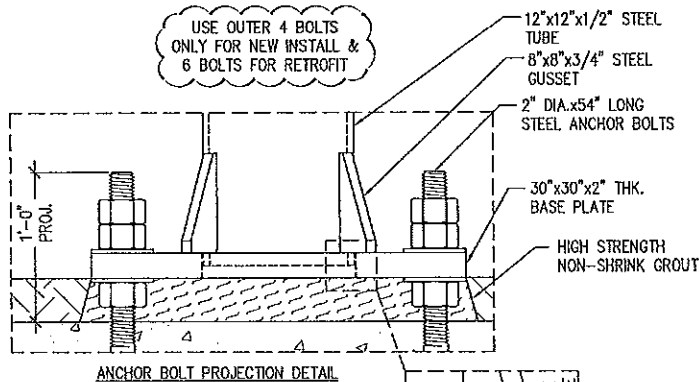
REBAR SCHEDULE
SPREAD FOUNDATION

DO NOT WELD REBAR
3" MIN. CONC. COVER

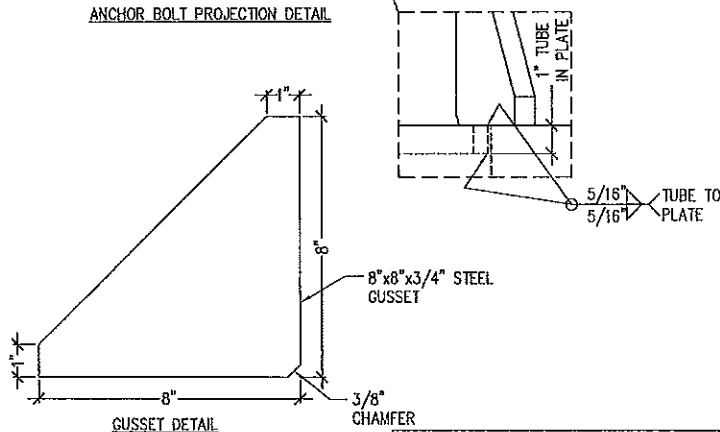
PLACEMENT	SIZE	SPACING	QUANTITY
LONG BOTTOM STEEL	#8	12"	7
LONG TOP STEEL	#5	11"	8
BOTTOM CROSS STEEL	#5	15"	10
TOP CROSS STEEL	#5	15"	10



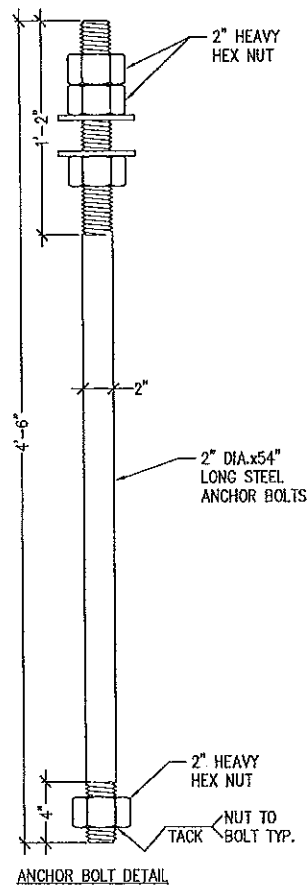
BASE PLATE DETAIL



ANCHOR BOLT PROJECTION DETAIL



GUSSET DETAIL



ANCHOR BOLT DETAIL

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SIGN TYPE:
1035-SWL

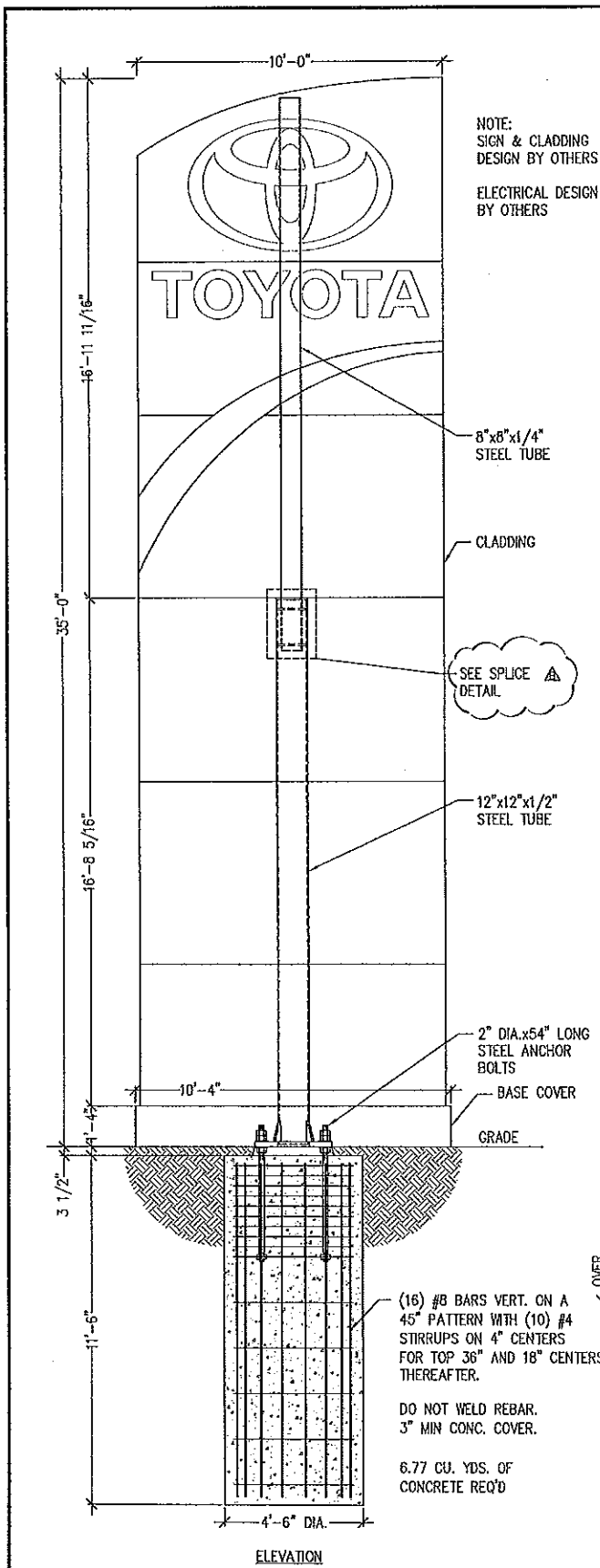
CLIENT:



LINK Engineering, L.L.C.

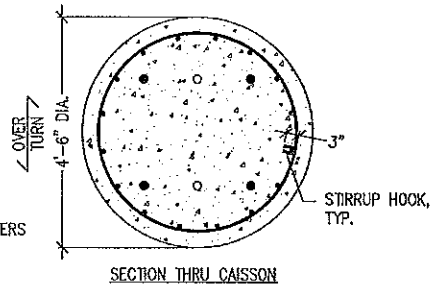
135 South Duffield Lane • Knoxville, Tennessee 37822
Phone: (865) 539-4001 • Fax: (865) 539-0851
Online: www.linkengr.com

REV.	DATE	DESCRIPTION	BY:	APR:	SHT.	OF	DATE:	BY:	Project Number:
					2		05/22/15	TRR	15-0453
	12/16/18	REVISED CONNECTION TO SPLICE	GHK	IK	3				
	6/1/15	REVISED MATERIAL SPECIFICATIONS	TRR	DSA					
									B1321711



General Notes:

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ELEVATION

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SIGN TYPE:
1035-SWL

CLIENT:

PATTISON
SIGN GROUP
355 ELLESMERE ROAD TORONTO, ONTARIO, CAN M1X 4E8

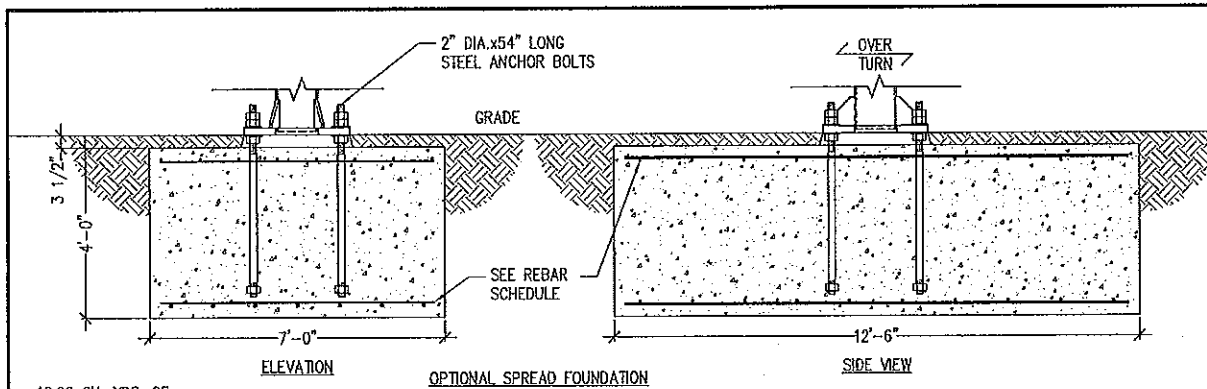


LINK Engineering, L.L.C.

135 South David Lane • Knoxville, Tennessee 37922
Phone: (665) 539-4001 • Fax: (665) 539-0851
Online: www.linkengr.com

REV.	DATE	DESCRIPTION	BY:	APR:
1	2/16/18	REVISED CONNECTION TO SPLICE	GHK	IK
2	6/1/15	REVISED MATERIAL SPECIFICATIONS	TRR	DSA

SHT.	BY:	Project Number:
1	TRR	15-0453
OF 3	DATE: 05/22/15	Drawing Number: B1321711



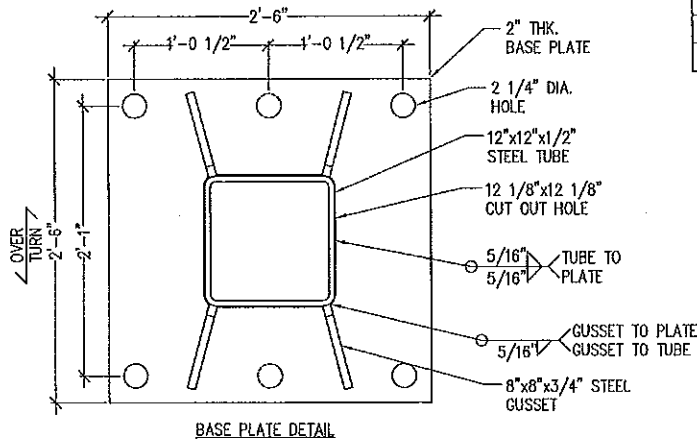
12.96 CU. YDS. OF
CONCRETE REQ'D

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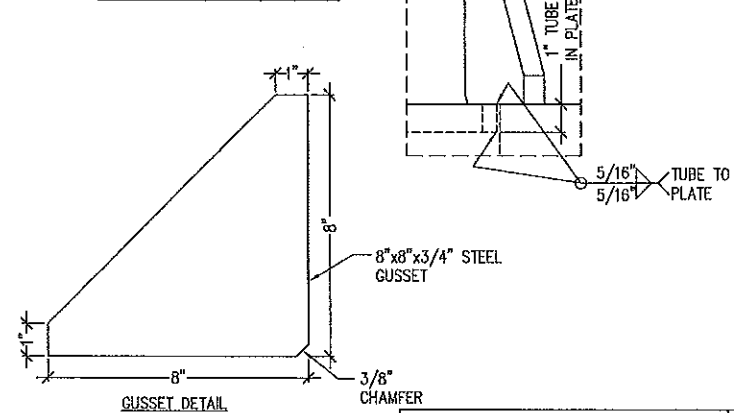
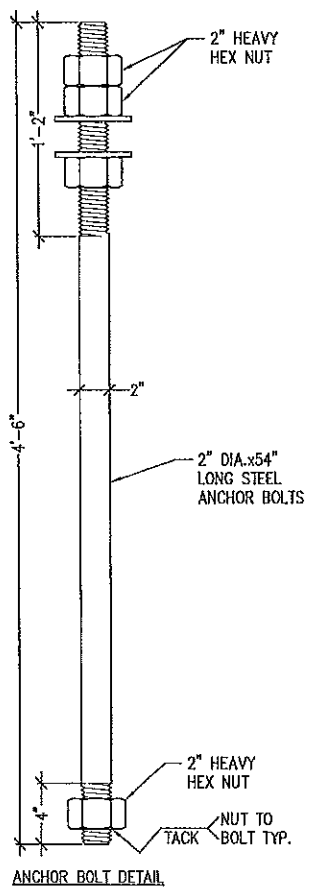
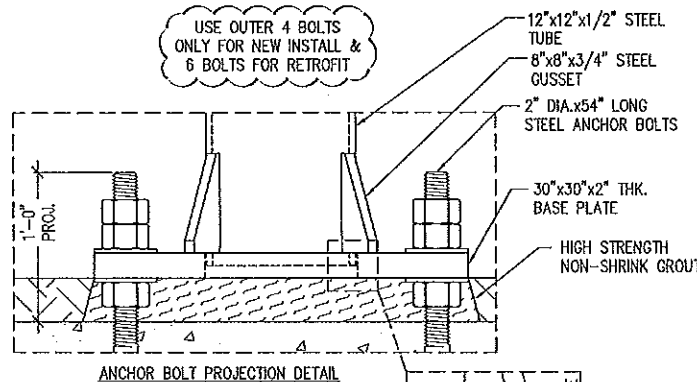
REBAR SCHEDULE
SPREAD FOUNDATION

PLACEMENT	SIZE	SPACING	QUANTITY
LONG BOTTOM STEEL	#8	12"	7
LONG TOP STEEL	#5	11"	8
BOTTOM CROSS STEEL	#5	15"	10
TOP CROSS STEEL	#5	15"	10

DO NOT WELD REBAR
3" MIN. CONC. COVER



USE OUTER 4 BOLTS
ONLY FOR NEW INSTALL &
6 BOLTS FOR RETROFIT



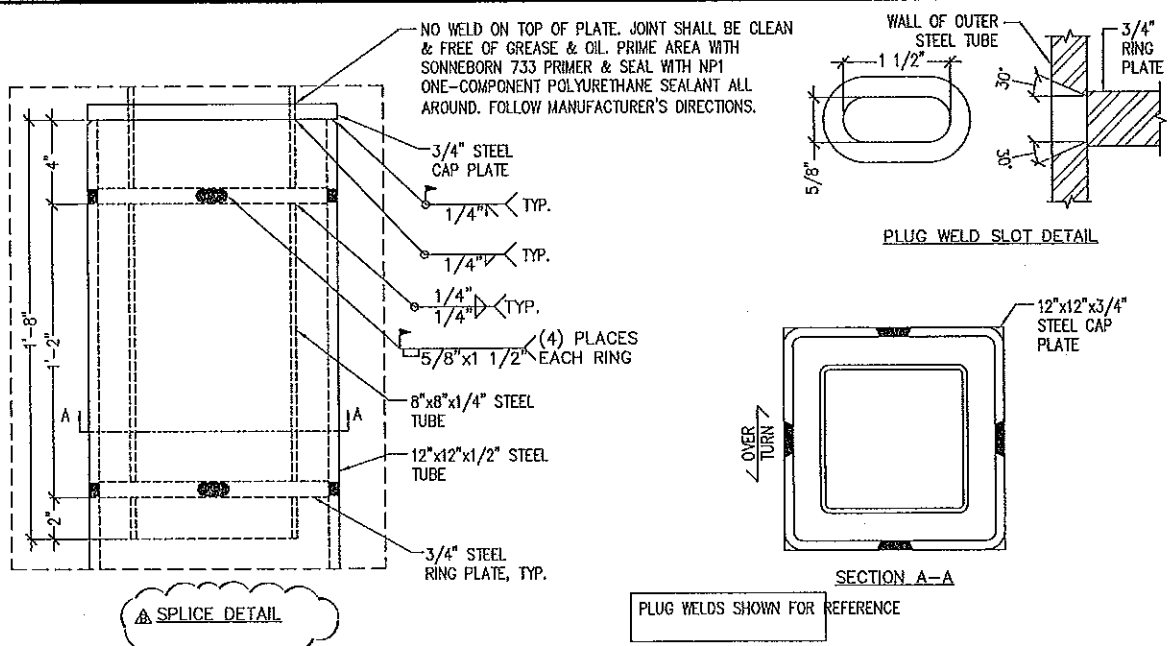
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REV.	DATE	DESCRIPTION	BY:	APR:
1	1/1			
2	1/1			
3	2/16/16	REVISED CONNECTION TO SPLICE	GHK	TK
4	8/1/15	REVISED MATERIAL SPECIFICATIONS	TRR	DSA

LINK Engineering, L.L.C.
135 South David Lane • Knoxville, Tennessee 37922
Phone: (865) 539-4001 • Fax: (865) 539-0831
OnSite: www.LinkEng.com

CLIENT:	SIGN TYPE: 1035-SWL	SHT.	2	BY:	TRR	Project Number:	15-0453
		OF	3	DATE:	05/22/15	Drawing Number:	B1321711

PATTISON SIGN GROUP
655 ELLESMERE ROAD TORONTO, ONTARIO, CAN M1R 4E6



MAXIMUM 1/8" GAP TOLERANCE BETWEEN THE RING PLATES OUTSIDE DIMENSION & THE INSIDE DIMENSION OF THE LOWER TUBE.

ITEM	DESCRIPTION	QTY	UNIT	WEIGHT	AREA	MOMENT	STRESS	REMARKS
1	UPPER BOLT	15874	10.000	0.655	8.881	162.899	4.000	59.917
2	LOWER BOLT	18423	10.000	1.000	8.881	186.072	4.116	109.813
3	BASE COVER	1.323	10.333	1.603	0.733	13.778	8.455	151.683
4	SUBGRADE	0.252	0.333	0.000	0.333	0.000	8.455	182.299
5	DAH	33.699						

ITEM	DESCRIPTION	QTY	UNIT	WEIGHT	AREA	MOMENT	STRESS	REMARKS
1	UPPER BOLT	8.000	8.000	0.233	7.671	17.827	30.017	45.621
2	LOWER BOLT	12.000	12.000	0.455	457.1	83.258	140.913	221.468
3	BASE COVER	12.000	12.000	0.455	78.1	83.258	139.827	223.468

ITEM	DESCRIPTION	QTY	UNIT	WEIGHT	AREA	MOMENT	STRESS	REMARKS
1	BASE PL	33.933	4.000	28.922	2.600	39.769	82.424	

ITEM	DESCRIPTION	QTY	UNIT	WEIGHT	AREA	MOMENT	STRESS	REMARKS
1	ANCHOR BOLT PROJECTION	12.000						USE 5/8" A.B.
2	ANCHOR BOLT EMBEDMENT	33.837						
3	ANCHOR BOLT IN LENGTH	51.000						

ITEM	DESCRIPTION	QTY	UNIT	WEIGHT	AREA	MOMENT	STRESS	REMARKS
1	SERIES FOUNDATION							
2	MOMENT AT GRADE			162.630				
3	TOTAL FORCE			8.459	19			
4	WEIGHT OF SOIL			4.133	19			
5	SLAB WIDTH			2.500	R			
6	SLAB LENGTH			12.500	R			
7	SLAB DEPTH			2.500	R			
8	SLAB WEIGHT			35.000	19			
9	TOTAL WEIGHT			43.813	19			
10	OVERLAP MOMENT			106.515				
11	FACTOR OF SAFETY			1.811				
12	U2 =			2.844				
13	SOIL PRESSURE (2.7(12.4)(12.5))			12.899	19			
14	CONCRETE			12.899	19			
15	EXCAVATION			12.899	19			
16	MIN THICKNESS VWD REBAR			35.329	n			
17	SOIL (12.5(1.175)(12.12)(12.12))							
18	ACTUAL THICKNESS			48.250	n			

ITEM	DESCRIPTION	QTY	UNIT	WEIGHT	AREA	MOMENT	STRESS	REMARKS
1	BOTTOM STEEL AREA REQ'D PER FT OF WIDTH			0.566				
2	TOP STEEL AREA REQ'D PER FT OF WIDTH			0.237				
3	LONG BOTTOM STEEL			8.000				
4	REBAR SIZE			2.010				
5	WEIGHT PER FT			12.000	lb			
6	SPACING			0.199	ft			
7	AREA PER BAR			0.566				
8	AREA PER FT			0.199				
9	EST. HD. REQ'D			7.000				
10	LENGTH REQ'D			7.000				
11	LENGHT			12.000	ft			
12	EDGE			274.225				
13	EDGE			6.000				
14	REBAR SIZE			5.000				
15	WEIGHT PER FT			1.043				
16	SPACING			11.000	in			
17	AREA PER BAR			0.313	in ²			
18	AREA PER FT			0.237				
19	EST. HD. REQ'D			7.000				
20	LENGTH REQ'D			12.000				
21	LENGHT			100.128				
22	EDGE			3.000				
23	REBAR SIZE			5.000				
24	WEIGHT PER FT			1.043				
25	SPACING			15.000	in			
26	LENGHT			8.500	ft			
27	EST. HD. REQ'D			13.000				
28	LENGTH REQ'D			10.000				
29	LENGHT			7.500	in			
30	EDGE			133.299				
31	WEIGHT			459.959				
32	TOTAL WEIGHT							
33	FOUNDATION WIDTH			7.000	ft			
34	FOUNDATION LENGTH			12.000	ft			
35	CIRCUMFERENCE			182.000	FT-KP			
36	FORCE			8.456	KP			
37	REFERENCE TO 1079.32 & TABLE 1001.2							
38	ASSUME 50% G.L.S.S. 44 SW. OR 50% G.L.S. 44 CC							
39	LATERAL BEARING PRESSURE - 1/2 FT OF DEPTH			150.0	PSF/FT			
40	S1			119.00				
41	DEPTH			11.000	FT			
42	DIAMETER			4.500	FT			
43	DIAMETER			39.170	FT			
44	DIAMETER			3.823	FT			
45	CALCULATED DEPTH			11.652	FT			
46	MINIMUM THICKNESS WITHOUT REINFORCEMENT			56.370	ft			
47	ACTUAL DIAMETER			64.000	ft			
48	CONCRETE			5.274	CU YD			
49	EXCAVATION			0.374	CU YD			

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CLIENT: **PATTISON SIGN GROUP**
 355 ELESIMERE ROAD TORONTO, ONTARIO, CAN M1R 4E8

REV.	DATE	DESCRIPTION	BY:	APP:
1	2/16/18	REVISED CONNECTION TO SPLICE	GHK	IK
2	6/1/18	REVISED MATERIAL SPECIFICATIONS	TRR	DSA

SHT.	3	BY:	TRR	Project Number:	15-0453
OF	3	DATE:	05/22/15	Drawing Number:	B1321711



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT

Billy Harless, Community Development Director

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

TO : Honorable Mayor and Council

FROM : Billy Harless, Community Development Director

DATE : October 11, 2016

SUBJECT : Discussion and consideration of appointing a new member to the ADA Transition Plan Committee to fill the vacancy created when April Hawkins moved out of town.

April Hawkins recently moved out of town, creating a vacancy on the ADA Transition Plan Committee.

The ADA Transition Plan Committee was created by the Council on August 11, 2015. In accordance with the ADA Committee bylaws, the committee shall be composed of seven (7) members who either reside or work in Midwest City, and will include one Planning Commissioner and one City Councilmember. Committee members shall be appointed by the Mayor with the approval of Council. The terms of each member shall be three (3) years or until a successor takes office. Vacancies shall be filled for the unexpired term in the same manner as provided herein for appointment. Provided, in the first instance, two (2) members shall be appointed for one (1) year; two (2) members for two (2) years; and three (3) members for three (3) years.

The ADA Transition Plan Committee meets every six (6) months, in the months of November and May, or such other times as designated by the committee, or at such times as the City Council may request.

Current members are as follows:

- Max Wilson (term expires August 10, 2019)
- Rick Lewis (term expires August 10, 2019)
- Clint Reininger (term expires August 10, 2017)
- John Reininger (term expires August 10, 2017)
- Dean Hinton (Planning Comm) (term expires August 10, 2018)
- Christine Allen-Price (City Council) (term expires August 10, 2018)
- Vacant (term expires August 10, 2018)

Action is at the discretion of Mayor and Council.

Billy Harless
Community Development Director



NEW BUSINESS/
PUBLIC DISCUSSION





FURTHER INFORMATION



Call to Order

- Meeting called to order by Max Wilson at 6:37pm.
- In attendance were Rick Lewis, Max Wilson, Clint Reininger, John Reininger, Dean Hinton, Christine Price Allen, Patrick Menefee, Teresa Coplen, Christine Allison, , and MWC citizen Isabell Cortez.

Review of Previous Minutes

- Minutes from February 22, 2016 meeting were reviewed by Max Wilson.
 - Minutes from February 22, 2016 meeting were reviewed and unanimously accepted by committee members as being accurate.

New Matters

- Committee's Proposed Projects
 - Handicap parking around City Hall and City Parks need van space parking or access space parking. Request was made for the parking lots to be restriped to bring them lot into compliance. Request was made for City Hall to be done first.
 - City Hall needs way finding signs with brail on them for the blind.
 - Police Department needs to replace phone at door with a phone that has brail on it.
 - Police Department lobby phone and bell are not what the committee proposed. Are there plans in place to replace that phone with a video phone? Also, sign explaining how to use bell needs brail on it.
 - Regional Park playground area needs a swing that is made for wheelchairs and access to playground needs to made accessible for wheelchairs
 - Telstar Park is inaccessible for wheelchairs; they request a concrete area be installed around the bleachers.
 - Council Chambers slop is very steep and very narrow. The committee would like to see plans on getting that fixed.

Old Business

- Update on Existing projects
 - Christine Allen asked how close to completion the current sidewalk project is.
 - Patrick explained that they currently working on getting all the main streets with sidewalks on at least one side of the road. He could not give an estimate of completion but advised they are close and will have that information at the next meeting.
 - ADA page on the website needs to be more visible. Committee finds that it is hard to navigate to at its current location on the site.
 -

New Business

- Committee asked if they could be included in the planning of large City wide events. They have noticed that ADA compliance is not being considered when plans are being made and would like to have an opportunity to help plan the events to make them enjoyable for everyone.

- They would like to be involved in the planning of the 75 Anniversary event.
- New mobile bathroom trailer is inaccessible to anyone with a handicap.
- Handicap porta potties were available at Liberty Fest but placed in difficult locations.
- New Emergency lighting poles installed in City Parks are inaccessible and audio only. Hearing impaired and blind individuals cannot use the device.
- Vacancy on the board
 - April Hawkins has moved to OKC and will no longer be a part of the ADA committee. Committee request a person from the visually impaired community be assigned to the vacancy.

Further Information

- **Next Meeting will be held in May of 2017 at 6:30 PM located at the Charles Johnson Building. Will confirm date at a later time.**

Close—Meeting adjourned at 8:02 PM



MUNICIPAL AUTHORITY
AGENDA



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

October 11, 2016 - 7:01 PM

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that the trustees of the Municipal Authority, by unanimous consent, can approve routine agenda items by one motion. If any item proposed does not meet with approval of all trustees, or members of the audience wish to discuss an item, 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 September 27, 2016, as submitted. (Secretary - S. Hancock)
 - 2. Discussion and consideration of supplemental budget adjustment to the following fund for FY 2016-2017, increase: FF&E Reserve Fund, revenue/Miscellaneous (00) \$10,000; expenses/Hotel/Conf. Center (40) \$10,000. (Finance - C. Barron)
- C. NEW BUSINESS/PUBLIC DISCUSSION.
- D. ADJOURNMENT.



CONSENT AGENDA



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

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

September 27, 2016 – 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 Daniel McClure Jr., Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Secretary Sara Hancock. Absent: Jeff Moore.

Chairman Dukes called the meeting to order at 7:00 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Municipal Authority agenda for September 27, 2016. The Trustees had no questions about any of the individual agenda items.

Chairman Dukes closed the meeting at 7:00 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**

September 27, 2016 - 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 Daniel McClure Jr., Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Secretary Sara Hancock. Absent: Jeff Moore.

Chairman Dukes called the meeting to order at 8:11 p.m.

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

1. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of September 13, 2016, as submitted. (Secretary - S. Hancock)
2. Discussion and consideration of restricting public vehicular access to Morris McGee Drive from October 10, 2016 to January 13, 2017 only that associated with Holiday Lights Spectacular. (Parks and Recreation - F. Gilles)
3. Discussion and consideration of awarding a bid and entering into a 5 year contract with Cabot Norit Activated Carbon, to purchase Granular Activated Carbon at the total net cost of \$324,576.00 for 9,600 cu/ft at \$33.81 per cu/ft from Fiscal Years 2016/2017 to 2019/2020. (Environmental Services - R. Streets)
4. 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 August 31, 2016 (Asst. City Manager - T. Lyon).
5. Discussion and consideration of 1) declaring the various obsolete items of the Sheraton Reed Center property on the attached list surplus; and 2) authorizing their disposal by public auction or sealed bid. (Assistant City Manager - T. Lyon).

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

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

Adjournment. There being no further business, motion was made by Dawkins, seconded by Allen, to adjourn. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, and Chairman Dukes. Nay: none. Absent: Moore. Motion carried. The meeting adjourned at 8:11 p.m.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



The City of MIDWEST CITY

100 N. MIDWEST BLVD * MIDWEST CITY, OKLAHOMA 73110
(405) 739-1240 * FAX (405) 739-1247 * TDD (405) 739-1359

Memorandum

TO: Honorable Chairman and Trustees
Midwest City Municipal Authority

FROM: Christy Barron, Finance Director

DATE: October 11, 2016

Subject: Discussion and consideration of supplemental budget adjustment to the following fund for FY 2016-2017, increase: FF&E Reserve Fund, revenue/Miscellaneous (00) \$10,000; expenses/Hotel/Conf. Center (40) \$10,000.

The supplement is needed to budget signing bonus from Corey's Audio/Visual to be used for Light Dimming System Upgrade Project at Reed Center.

Christy Barron
Finance Director

SUPPLEMENTS

October 11, 2016

Fund FF&E RESERVE (196)		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	10,000			
40	Hotel/Conf. Center			10,000	
		10,000	0	10,000	0
		10,000	0	10,000	0
Explanation:					
To budget signing bonus from Corey's Audio/Visual to be used for Light Dimming System Project at Reed Center.					



NEW BUSINESS/
PUBLIC DISCUSSION





HOSPITAL AUTHORITY
AGENDA



MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY AGENDA

Midwest City Council Chambers, 100 N. Midwest Boulevard

October 11, 2016 - 7:02 PM

A. CALL TO ORDER.

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

1. Discussion and consideration of approving the minutes of the special meeting of September 21, 2016, as submitted. (City Clerk - S. Hancock)
2. Discussion and consideration of approving the minutes of the staff briefing and regular meeting of September 27, 2016, as submitted. (Secretary - S. Hancock)
3. Discussion and consideration of 1) approving and entering into engagement letters with Grant Thornton LLP in amounts not to exceed \$23,000 and \$25,000, respectively, to perform GAAP audits of Sooner Town Center II, LLC for the calendar year ending December 31, 2014 and December 31, 2015; and 2) approving and entering into engagement letters with Grant Thornton LLP in amounts not to exceed \$20,000 and \$20,000, respectively, to perform GAAP audits of Sooner Town Center III, LLC for the calendar year ending December 31, 2014 and December 31, 2015; and 3) authorizing the city manager to act on behalf of the City during the audits to provide information, oversee the audit process and make determinations as required. (General Manager/Administrator - G. Henson)

C. DISCUSSION 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. (City Clerk - S. Hancock)

D. NEW BUSINESS/PUBLIC DISCUSSION.

E. EXECUTIVE SESSIONS.

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

2. Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (City Manager - G. Henson)

F. ADJOURNMENT.



CONSENT AGENDA



Notice of this special Midwest City Council meeting was filed with the City Clerk of Midwest City at least 48 hours prior to the meeting 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 SPECIAL
MIDWEST CITY MEMORIAL HOSPITAL AUTHORITY MEETING**

September 21, 2016 – 5:30 PM

The special 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: McClure, Byrne, Dawkins Reed, Allen, and Mayor Dukes. Absent: Moore. Councilmember Allen arrived @ 5:40.

Mayor Dukes called the meeting to order at 5:31 PM

Executive Session. Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Midwest City Memorial Hospital Authority v. Health Management Associates, Inc., et al, Oklahoma County District Court Case No. CJ-2014-667; and (2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session.

Motion was made by Dawkins, seconded by Reed to go into executive session. Voting aye: McClure, Byrne, Dawkins, Reed and Allen, and Mayor Dukes. Nay: none. Absent: Moore. The councilmembers went into executive session at 5:31pm.

Mayor Dukes reconvened the meeting in open session at 6:26 pm. Motion was made by Dawkins, seconded by Reed to authorize the general manager/administration to take action as discussed. Voting aye: Byrne, Dawkins, Reed and Allen, and Mayor Dukes. Nay: McClure. Absent: Moore.

Adjournment. The meeting adjourned at 6:27 p.m.

MATTHEW D. DUKES, II, Mayor

ATTEST:

SARA HANCOCK, City Clerk

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**

September 27, 2016 – 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 Daniel McClure Jr., Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Secretary Sara Hancock. Absent: Jeff Moore.

Chairman Dukes called the meeting to order at 7:00 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Hospital Authority agenda for September 27, 2016. The trustees had no questions about any of the individual agenda items.

Chairman Dukes closed the meeting at 7:01 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary

Notice of regular Midwest City 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**

September 27, 2016 - 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 Daniel McClure Jr., Pat Byrne, Rick Dawkins, Sean Reed, Christine Allen, and Secretary Sara Hancock. Absent: Jeff Moore.

Chairman Dukes called the meeting to order at 8:12 p.m.

Discussion Item.

1. **Discussion and consideration of approving the minutes of the staff briefing and regular meeting of September 13, 2016, as submitted. (Secretary - S. Hancock)** Motion was made by Byrne, seconded by Allen, to approve the minutes. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.
2. **Discussion and consideration of action to reallocate assets, change fund managers or make changes in the Statement of Investment Policy, Guidelines and Objectives. (City Clerk - S. Hancock)** No action necessary.

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

Executive Session.

1. **Discussion and consideration of (1) entering into executive session, as allowed under 25 O.S., § 307(B)(4), to discuss Midwest City Memorial Hospital Authority v. Health Management Associates, Inc., et al, Oklahoma County District Court Case No. CJ-2014-667; and (2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (Hospital Authority - G. Henson)** Motion was made by McClure, seconded by Allen to enter into executive session. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried. The councilmembers went into executive session at 8:14 p.m.

2. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(C)(10), to confer on matters pertaining to economic development, including the transfer of property, financing or the creation of a proposal to entice a business to remain or to locate within the City; and 2) in open session, authorizing the general manager/administrator to take action based on the discussion in executive session. (City Manager - G. Henson)**
Executive session not needed.

3. **Discussion and consideration of 1) entering into executive session, as allowed under 25 O.S. § 307(B)(3), to discuss the purchase or appraisal of real property; and 2) in open session, authorizing the general manager/administrator to take action as appropriate based on the discussion in executive session. (City Manager - G. Henson)** Executive session not needed.

Mayor Dukes reconvened the meeting in open session at 8:41 p.m.

Motion was made by Dawkins, seconded by Allen to authorize action as discussed. Voting aye: McClure, Byrne, Dawkins, Reed, Allen, and Mayor Dukes. Nay: none. Absent: Moore. Motion carried.

Adjournment. There being no further business, the meeting was adjourned at 8:42 p.m.

ATTEST:

MATTHEW D. DUKES, II, Chairman

SARA HANCOCK, Secretary



Midwest City Memorial Hospital Authority

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

J. Guy Henson
*General Manager/
Administrator*

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

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

MEMORANDUM

TO: Honorable Chairman and Trustees
FROM: Guy Henson, General Manager/Administrator
DATE: October 11, 2016
SUBJECT: Discussion and consideration of 1) approving and entering into engagement letters with Grant Thornton LLP in amounts not to exceed \$23,000 and \$25,000, respectively, to perform GAAP audits of Sooner Town Center II, LLC for the calendar year ending December 31, 2014 and December 31, 2015; and 2) approving and entering into engagement letters with Grant Thornton LLP in amounts not to exceed \$20,000 and \$20,000, respectively, to perform GAAP audits of Sooner Town Center III, LLC for the calendar year ending December 31, 2014 and December 31, 2015; and 3) authorizing the city manager to act on behalf of the City during the audits to provide information, oversee the audit process and make determinations as required.

Grant Thornton is the CPA firm that performed the previous years' audits. Sooner Investment, the manager of the Downtown Redevelopment project, is recommending that we contract with Grant Thornton, based on their significant experience in the field of real estate development auditing and their experience with this development in particular, to perform the 2014 and 2015 audits.

You will remember that Sooner Town Center II was created as a separate entity to develop the Dick's/Office Depot/McAllister's site and, therefore, must have its own separate audit. Sooner Town Center III was created as a separate entity to develop the Old Navy/Versona site and, therefore must have its own separate audit. Because the Hospital Authority is involved in Sooner Town Center II and III the final engagement letters will be addressed to both the City Council and the Authority with signature lines for both. The final engagement letters with these revisions were not available prior to the publication of the packet, but will be forwarded under separate cover.

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

Staff recommends approval.

J. Guy Henson
City Manager

Attachments



September 9, 2016

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

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

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

Dear Mr. Collett and Mr. Dukes:

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

Scope of services

Grant Thornton LLP ("Grant Thornton") will audit the balance sheets of Sooner Town Center II, LLC (the "Company"), as of December 31, 2015 and December 31, 2014, and the related statements of operations, members' deficit, and cash flows for the years then ended.

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

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

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

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

Responsibilities of those charged with governance

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

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

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

Management responsibilities

As you are aware, the financial statements are the responsibility of management. Management is responsible for preparing and fairly presenting the financial statements in accordance with accounting principles generally accepted in the United States of America, which includes

adopting sound accounting practices and complying with changes in accounting principles and related guidance. Management is also responsible for:

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

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

- adequacy of internal control and the identification of any significant deficiencies or material weaknesses, including the related corrective action proposed
- significant accounting policies, alternative treatments, and the reasons for the initial selection of, or change in, significant accounting policies
- process used by management in formulating particularly sensitive accounting judgments and estimates and whether the possibility exists that future events affecting these estimates may differ markedly from current judgments

- basis used by management in determining that uncorrected misstatements, including missing disclosures, are immaterial, both individually and in the aggregate, including whether any of these uncorrected misstatements could potentially cause future financial statements to be materially misstated.

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

Use of our report(s)

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

Other services

Supplementary information

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

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

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

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

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

Related non-audit services

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

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

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

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

Other services

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

Fees

Standard billings

Our billings for the services set forth in this Engagement Letter, which we have estimated will total \$25,000 for 2015 and \$23,000 for 2014, will be rendered on an estimated basis and are payable within 20 days of receipt.

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

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

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

Additional billings

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

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

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

Adoption of new accounting standards

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

Other costs

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

Professional standards impose additional responsibilities regarding the reporting of illegal acts that have or may have occurred. To fulfill our responsibilities, we may need to consult with Company counsel or counsel of our choosing about any illegal acts that we become aware of.

Additional fees, including legal fees, will be billed to the Company. The Company agrees to ensure full cooperation with any procedures that we may deem necessary to perform.

Right to terminate services for nonpayment

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

Other matters

Relationship to Grant Thornton International Ltd

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

Use of third-party service providers and affiliates

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

Grant Thornton also may use the technology and resources of the following entity to assist us as follows:

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

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

You hereby consent and authorize us to disclose Company information to the GT US Shared Services Center India Private Limited.

Privacy

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

Documentation

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

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

Electronic communications

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

Standards of performance

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

With respect to the services and this Engagement Letter, in no event shall the liability of Grant Thornton and its present, future, and former partners, principals, directors, employees, agents, and contractors for any claim, including but not limited to Grant Thornton’s own negligence, exceed the fees it receives for the portion of the work giving rise to such liability. This limitation shall not apply to the extent that it is finally determined that any claims, losses, or damages are the result of Grant Thornton’s gross negligence or willful misconduct. In addition, Grant Thornton shall not be liable for any special, consequential, incidental, or exemplary

damages or loss (nor any lost profits, interest, taxes, penalties, loss of savings, or lost business opportunity) even if Grant Thornton was advised in advance of such potential damages. This paragraph and the paragraph directly below shall apply to any type of claim asserted, including contract, statute, tort, or strict liability, whether by the Company, Grant Thornton, or others.

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

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

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

Dispute resolution

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

If the above jury trial waiver is determined to be prohibited by applicable law, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Grant Thornton office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will

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

Authorization

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

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

Sincerely,



Ronald E. Messenger
Partner

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

Agreed and accepted by:

SOONER TOWN CENTER II, LLC

Robert C. Collett, Managing Member

Date: _____

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

Date: _____

THE CITY OF MIDWEST CITY

Matthew Dukes II, Mayor

Date: _____

Matters that can cause work in excess of fee estimate

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

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

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

Lack of audit facilitation or timely preparation

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

Staff withdrawal

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

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

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



September 22, 2016

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

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

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

Dear Mr. Collett and Mr. Dukes,

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

Scope of services

Grant Thornton LLP ("Grant Thornton") will audit the balance sheets of Sooner Town Center III, LLC (the "Company"), as of December 31, 2015, and December 31, 2014, and the related statements of operations, members' equity, and cash flows for the years then ended.

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

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

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

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

Responsibilities of those charged with governance

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

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

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

Management responsibilities

As you are aware, the financial statements are the responsibility of management. Management is responsible for preparing and fairly presenting the financial statements in accordance with accounting principles generally accepted in the United States of America, which includes

adopting sound accounting practices and complying with changes in accounting principles and related guidance. Management is also responsible for:

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

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

- adequacy of internal control and the identification of any significant deficiencies or material weaknesses, including the related corrective action proposed
- significant accounting policies, alternative treatments, and the reasons for the initial selection of, or change in, significant accounting policies
- process used by management in formulating particularly sensitive accounting judgments and estimates and whether the possibility exists that future events affecting these estimates may differ markedly from current judgments

- basis used by management in determining that uncorrected misstatements, including missing disclosures, are immaterial, both individually and in the aggregate, including whether any of these uncorrected misstatements could potentially cause future financial statements to be materially misstated.

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

Use of our report(s)

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

Other services

Related non-audit services

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

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

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

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

Other services

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

Fees

Standard billings

Our billings for the services set forth in this Engagement Letter, which we have estimated will total \$20,000 for 2015 and \$20,000 for 2014, will be rendered on an estimated basis and are payable within 20 days of receipt.

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

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

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

Additional billings

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

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

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

Adoption of new accounting standards

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

including matters such as the retrospective application of accounting changes and changes in classification.

Other costs

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

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

Right to terminate services for nonpayment

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

Other matters

Relationship to Grant Thornton International Ltd

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

Use of third-party service providers and affiliates

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

Grant Thornton also may use the technology and resources of the following entity to assist us as follows:

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

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

You hereby consent and authorize us to disclose Company information to the GT US Shared Services Center India Private Limited.

Privacy

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

Documentation

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

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

Electronic communications

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

Standards of performance

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

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

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accordance with the customary practice of mediation. In the unlikely event that any dispute or claim cannot be resolved by mediation, we both recognize that the matter will probably involve complex business or accounting issues that would be decided most equitably to us both by a judge hearing the evidence without a jury. Accordingly, to the extent now or hereafter permitted by applicable law, the Company and Grant Thornton agree to waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to our services or this Engagement Letter.

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Sincerely,



Ronald E. Messenger
Partner

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Agreed and accepted by:

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Robert C. Collett, Managing Member

Date: _____

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

Date: _____

THE CITY OF MIDWEST CITY

Matthew Dukes II, Mayor

Date: _____

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DISCUSSION ITEM





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
*General Manager/
Administrator*

Trustees

Matt Dukes
Daniel McClure Jr.
Pat Byrne
Rick Dawkins
Sean Reed
Christine Allen
Jeff Moore

Board of Grantors

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

MEMORANDUM

TO: Honorable Chairman and Trustees
Midwest City Memorial Hospital Authority

FROM: Sara Hancock, Secretary

DATE: October 13, 2016

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



NEW BUSINESS/
PUBLIC DISCUSSION





EXECUTIVE SESSIONS





Midwest City Memorial Hospital Authority

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

J. Guy Henson
*General
Manager/
Administrator*

Trustees

Matt Dukes
Daniel McClure Jr.
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Rick Dawkins
Sean Reed
Christine Allen
Jeff Moore

Board of Grantors

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

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: October 11, 2016

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

Appropriate information will be provided in executive session.

J. GUY HENSON
General Manager/Administrator



Midwest City Memorial Hospital Authority

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

J. Guy Henson
*General Manager/
Administrator*

Trustees

Matt Dukes
Daniel McClure Jr.
Pat Byrne
Rick Dawkins
Sean Reed
Christine Allen
Jeff Moore

Board of Grantors

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

MEMORANDUM

TO: Honorable Chairman and Trustees

FROM: J. Guy Henson, General Manager/Administrator

DATE: October 11, 2016

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

Appropriate information will be provided in executive session.

J. Guy Henson
General Manager/Administrator



ECONOMICAL DEVELOPMENT
COMMISSION AGENDA



MIDWEST CITY ECONOMIC DEVELOPMENT COMMISSION AGENDA

Midwest City Council Chambers, 100 N. Midwest Boulevard

October 11, 2016 – 7:03 PM

- A. CALL TO ORDER.
- B. CONSENT AGENDA. These items are placed on the Consent Agenda so that the commissioners of the Economic Development Commission, 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 July 12, 2016, as submitted. (City Clerk - S. Hancock)
 - 2. Discussion and consideration of accepting the Midwest City Chamber of Commerce's quarterly report for the period ending September 30, 2016. (City Manager - G. Henson)
- C. NEW BUSINESS/PUBLIC DISCUSSION.
- D. ADJOURNMENT.



CONSENT AGENDA



Notice of this special meeting of the Midwest City Economic Development Commission was filed with the City Clerk of Midwest City more than 48 hours prior to the beginning of the meeting and copies of the agenda for this special 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 MEETING

July 12, 2016 - 6:00 p.m.

This special 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 Daniel McClure Jr., Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Commissioner Pat Byrne.

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 July 12, 2016. The commissioners had no questions about any of 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 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**

July 12, 2016 - 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 Daniel McClure Jr., Rick Dawkins, Sean Reed, Christine Allen, and Jeff Moore; and Secretary Sara Hancock. Absent: Commissioner Pat Byrne.

Chairman Dukes called the meeting to order at 8:49 p.m.

Discussion Items.

1. **Discussion and consideration of approving the minutes of the special meeting of June 14, 2016, as submitted.** Motion was made by Allen, seconded by McClure, to approve the minutes, as submitted. Voting aye: McClure, Dawkins, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: Byrne. Motion carried.
2. **Discussion and consideration of accepting the Midwest City Chamber of Commerce's quarterly report for the period ending June 30, 2016.** Motion was made by Allen, seconded by McClure, to accept the report, as submitted. Voting aye: McClure, Dawkins, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: Byrne. Motion carried.

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

Adjournment. There being no further business, motion was made by McClure, seconded by Dawkins, to adjourn. Voting aye: McClure, Dawkins, Reed, Allen, Moore and Chairman Dukes. Nay: none. Absent: Byrne. Motion carried. The meeting adjourned at 8:50 p.m.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



City Manager
100 N. Midwest Boulevard
Midwest City, OK 73110
office 405.739.1204

MEMORANDUM

TO: Honorable Chairman and Commissioners
Midwest City Economic Development Commission

FROM: J. Guy Henson, City Manager

DATE: October 11, 2016

SUBJECT: Discussion and consideration of accepting the Midwest City Chamber of
Commerce's quarterly report for the period ending September 30, 2016.

Staff recommends acceptance of the report as presented.

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

J. Guy Henson, AICP
City Manager

**Midwest City Chamber of Commerce
Quarterly Report
October 5, 2016**

The following is a quarterly report of the Midwest City Chamber of Commerce staff for the quarter ending September 30, 2016.

Meetings and Events:

Thursday, July 7, 2016: Chamber staff, Rose State College Staff and TAP project manager met with the Reed Center Staff regarding Tinker and the Primes.

Thursday, July 14, 2016: Chamber staff, Rose State College Staff and TAP project manager met with the Reed Center Staff regarding Audio Visual for Tinker and the Primes.

Tuesday, July 19, 2016: Chamber staff continues to work with Midwest City 75th Anniversary Committee.

Tuesday, July 19, 2016: Chamber staff met with Rose State College staff, TAP project manager and Tinker Air Force Base Leadership regarding the Tinker and the Primes agenda.

Wednesday, July 20, 2016: Executive Director and Chamber President attended quarterly EDC meeting.

Thursday, July 21, 2016: Chamber staff met with Rose State College staff, TAP project manager and Tinker AFB representative regarding Tinker and the Primes.

Friday, July 22, 2016: Executive Director, Chamber President, incoming Chamber President and Economic Development Director attended the State of Tinker luncheon featuring Lt. Gen. Lee K. Levy II.

Friday, July 22, 2016: Chamber staff met with Reed Center staff regarding Tinker and the Primes.

Tuesday, July 26, 2016: Chamber staff, Chamber leadership and Economic Development Director attended groundbreaking ceremony for KC-46A facility.

Thursday, July 28, 2016: Executive Director met with City Manager and Community Development Director regarding electronic billboard.

Tuesday, August 2, 2016: Chamber staff met with Rose State College staff, TAP project manager, Tinker AFB representative and agenda emcee regarding Tinker and the Primes.

Wednesday, August 10, 2016: Chamber staff, Rose State College staff and TAP project manager met with the Reed Center Staff and pipe/drape contractor regarding set up for Tinker and the Primes.

Monday, August 15, 2016: Staff met with Tinker Air Force Base Joint Advocate General to discuss Tinker and the Primes.

Friday, August 19, 2016: Chamber staff met with Rose State College staff, TAP project manager and Tinker AFB representative regarding Tinker and the Primes.

Sunday, August 21, 2016: Chamber and Rose State College staff setup Tinker and the Primes at the Reed Center.

Monday, August 22 to Wednesday, August 24, 2016: Tinker and the Primes Requirements Symposium. Over 700 in attendance representing four countries and 32 states. Fifty-five companies and organizations participated as exhibitors. Over 300 attended the VIP reception Monday night, including Congressman Tom Cole and Tinker Leadership. The opening session keynote speaker was Lt. Gen. Lee K. Levy II. The 2nd Annual Tinker and the Primes Patriot Award was presented to Captain John “Irish” Keilty, US Navy, Retired.

Tuesday, August 30, 2016: Chamber staff continues to work with Midwest City 75th Anniversary Committee.

Wednesday, August 31, 2016: Chamber staff met with Rose State College staff, TAP project manager and Tinker AFB personnel for a post-TAP meeting.

Tuesday, September 6, 2016: Chamber staff continues to work with Midwest City 75th Anniversary Committee.

Tuesday, September 6, 2016: Executive Director met with City Manager and Community Development Director regarding electronic billboard.

Thursday, September 22, 2016: Executive Director met with City Manager and Community Development Director regarding electronic billboard.

Wednesday, September 28, 2016: Chamber staff and Community Development Director met with Metro Sign Company regarding electronic billboard.

Wednesday, September 28, 2016: Chamber staff continues to work with Midwest City 75th Anniversary Committee.

Thursday, September 29, 2016: Executive Director, Chamber President and incoming chamber president attended a meeting with Brig. Gen. Mark Johnson, OC-ALC Commander, regarding Tinker Air Force Base workloads update.

A post-TAP survey was conducted online. We received over 77 responses from exhibitors and attendees regarding the 2016 event. The survey was very positive and very informative for the next event.

Chamber staff has met with prospective participants for the August 21-23, 2017 event and have commitments from twelve 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





UTILITIES AUTHORITY
AGENDA



SPECIAL MIDWEST CITY MEMORIAL UTILITIES AUTHORITY AGENDA

Midwest City Council Chambers, 100 N. Midwest Boulevard

October 11, 2016 - 7:04 PM

- A. CALL TO ORDER.
- B. CONSENT AGENDA.
 - [1.](#) Discussion and consideration of approving the minutes of the special Staff Briefing and meeting of August 23, 2016, as submitted. (City Clerk - S. Hancock)
 - [2.](#) Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Cedar Creek Inc. in the amount of \$12,700 for the preparation of engineering plans for the water line extension necessary for the development of the Soldier Creek Industrial Park. (Community Development - P. Menefee)
- C. NEW BUSINESS/PUBLIC DISCUSSION.
- D. ADJOURNMENT.



CONSENT AGENDA



Notice of this special meeting of the Midwest City Utilities Authority was filed with the City Clerk of Midwest City more than 48 hours prior to the beginning of the meeting and copies of the agenda for this special 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 UTILITIES AUTHORITY SPECIAL MEETING**

August 23, 2016 – 6:00 p.m.

This meeting was held in the Midwest City Council Conference Room on the second floor of the City Hall of Midwest City, 100 North Midwest Boulevard, City of Midwest City, County of Oklahoma, and State of Oklahoma with the following members present: Chairman Matt Dukes; Trustees Daniel McClure Jr., 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 6:57 p.m.

Clarification of agenda items, handouts, and presentation of new or additional information for items on the Utilities Authority agenda for August 23, 2016. The trustees had no questions about any of the items on the agenda.

Chairman Dukes closed the meeting at 6:57 p.m.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary

Notice of this special meeting of the Midwest City Utilities Authority was filed with the City Clerk of Midwest City more than 48 hours prior to the beginning of the meeting and copies of the agenda for this special 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 MIDWEST CITY
UTILITIES AUTHORITY SPECIAL MEETING**

August 23, 2016 – 7:04 p.m.

This special meeting of the Midwest City Utilities Authority was held in the Council Chambers, City of Midwest City, County of Oklahoma, State of Oklahoma on July 12, 2016 with the following members present: Chairman Matt Dukes; Trustees Daniel McClure Jr., 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 8:40 p.m.

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

1. Discussion and consideration of approving the minutes of the special meeting of July 26, 2016, as submitted.
2. Discussion and consideration of supplemental budget adjustments to the following fund for FY 2016-2017, increase: Utilities Authority Fund, expenses/Economic (87) \$1,146,371.
3. Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Cedar Creek Inc. in the amount of \$2,650 for the preparation of engineered plans for the final plat necessary for the development of the Soldier Creek Industrial Park.

Voting aye: McClure, 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.

Adjournment. Chairman Dukes adjourned the meeting at 8:41 p.m.

ATTEST:

MATTHEW D. DUKES II, Chairman

SARA HANCOCK, Secretary



The City of
MIDWEST CITY
COMMUNITY DEVELOPMENT DEPARTMENT -
ENGINEERING DIVISION

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

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

To: Honorable Chairman and Trustees
Midwest City Utilities Authority

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

Date: October 11th, 2016

Subject: Discussion and consideration of entering into and approving an Agreement for Professional Engineering Services with Cedar Creek Inc. in the amount of \$12,700 for the preparation of engineering plans for the water line extension necessary for the development of the Soldier Creek Industrial Park.

The accompanying proposed agreement is for engineering services to prepare water line extension plans necessary for the Soldier Creek Industrial Park development.

Staff recommends approval.

Patrick Menefee, P.E.
City Engineer

Attachments

September 30, 2016

City of Midwest City Utilities Authority
100 N Midwest Blvd
Midwest City, OK 73110



RE: Proposal to Provide Engineering Services to design waterline plans for Soldier Creek Industrial Park

Dear Mr. Menefee,

As requested Cedar Creek Consultants, Inc., here after known as CCC, provides the following proposal for review and consideration by City of Midwest City Utilities Authority (Client). This proposal is comprised of the following sections:

1. Project Criteria
2. Project Prerequisites
3. Defined Scope of Services
4. Specific Exclusions from Defined Scope of Services
5. Fees and Reimbursable Expenses
6. General Terms and Conditions

1. **PROJECT CRITERIA:**

This project consists of providing engineering design for city and state approval of waterline plans for Soldier Creek Industrial Park.

2. **PROJECT PREREQUISITES**

This proposal assumes that Client will furnish the following information with respect to the Project:

- A. Copy of topographic survey in CAD format.
- B. Preliminary Plat in CAD format.
- C. Current Water main flows and pressures

3. **DEFINED SCOPE OF SERVICES**

See Attached Exhibit A hereto. Each Task will be completed in accordance with a schedule approved by Client. Tasks are sometimes herein referred to as "Services".

4. **SPECIFIC EXCLUSIONS FROM DEFINED SCOPE OF SERVICES**

- A. All real estate activities are the responsibility of Client.
- B. The specifications for or remediation of environmental concerns affecting the proposed site and the removal of and discovered hazardous materials in accordance with applicable local, state, and federal regulations are not part of the Defined Scope of Services.
- C. Building Elevations for city or neighborhood approval process.
- D. Preparation for and attendance at public hearings and/or dispute resolution proceedings.
- E. Building design services, including architectural, structural, mechanical, electrical, plumbing and fire protection engineering services.
- F. Record Drawings, as modified by the contractor in the field.

5. FEES AND REIMBURSABLE EXPENSES:

A. Fixed Fee for Defined Scope of Services:

A Fixed Fee amount of \$12,700 for the waterline design. This amount includes compensation for Engineer's Basic Services. The total Fixed Fee amount accounts for labor, overhead, and profit.

B. Additional Site Visits: The fee for required or requested site visits in excess of those provided for in the Defined Scope of Services will be billed on an hourly basis at the rates set forth in the attached General Terms and Conditions, plus Reimbursable Expenses.

C. Reimbursable Expenses: Reimbursable expenses are in addition to the fees outlined above and will be invoiced at a multiple of 1.15 times the expense incurred. Reimbursable expenses include travel, lodging, printing, and shipping.

D. Payment Terms:

- 1) Invoicing will be based on percentage of work complete and payment is due thirty (30) days from presentation of invoice.
- 2) Invoices not paid when due will bear interest from the due date at the rate of 18% per annum.

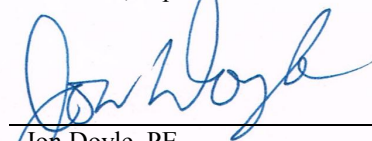
6. GENERAL TERMS AND CONDITIONS

The attached General Terms and Conditions are part of his proposal, as well as Exhibit "A" & "B"

This proposal supersedes all prior proposals and/or agreements between the parties, whether oral or in writing. If the foregoing is satisfactory, please print, date and sign this document in the space provided below and email back to me at jdoyle@cedarcreekinc.com. Receipt of this document with signature will constitute a formal contract between noted parties.

Sincerely,

Cedar Creek Consulting, Inc.
CA-5864, exp 06/30/2018



Jon Doyle, PE
405.778.3385

Via (e-mail)

By: _____
Authorized Signature

Date: _____

GENERAL TERMS AND CONDITIONS

- 1. MANNER OF PROVIDING SERVICES: CCC shall provide all Services set forth in the Proposal:
 - A. In accordance with professional standards of practice applicable to such Services prevailing in the jurisdiction of the Project Site.
 - B. In accordance with applicable laws, building codes, ordinances, rules and other regulations, including but not limited to those affecting the health, welfare, and safety of the public, duly promulgated by state and local governmental authorities having jurisdiction over the Project.
 - C. As expeditiously as is consistent with professional skill and care.

- 2. LIMITATIONS: The obligations of CCC to provide the Services set forth in the Proposal, and the responsibility of CCC for any such Services so provided shall be subject to the following limitations, conditions, qualifications, and exclusions:
 - A. Any construction cost estimates, budget evaluations, research and any other estimates or evaluations provided by CCC to the Client shall constitute only CCC’s best judgment with respect to the subject thereof. CCC disclaims any warranties or representations that actual costs, budgets, etc. will be within or equal to the estimates or evaluations.
 - B. In any review by CCC of product data, samples, shop drawings, or other information submitted by the Client’s contractors, CCC shall have no obligation to determine the accuracy, adequacy or completeness of construction details, construction methods, safety precaution or performance criteria. CCC’s approval of any such submittals shall not constitute a determination of any such items. Such approval shall be an indicator by CCC of its belief that the Client’s contractors understand the design concept of CCC’s Construction Documents and have prepared all product data, samples, shop drawings, or other information in conformance with that design concept.
 - C. CCC shall be entitles to rely upon the accuracy and completeness of all reports, surveys, and information provided by the Client pursuant to this Proposal.
 - D. The Client shall bear all risk of the presence of any hazardous or toxic materials at or near the Project.
 - E. If the Project is permitted for construction based on construction documents supplied by CCC, the Client shall cause the Project to be construction in accordance with those construction documents.
 - F. CCC shall not have control over or charge of and shall not be responsible for any Project construction means, methods, techniques, sequences, procedures, or safety.
 - G. CCC shall not be responsible for the compliance with the requirements of applicable codes, ordinances, or laws by the Project construction contractor or by vendors for the Project.

- 3. ADDITIONAL SERVICES: Additions or changes to the Defined Scope of Services, the Design Criteria, or other changes or delays which impact the Defined Scope of Services may result in additional services, the fees for which shall be set by mutual agreement at the time such additions or changes are requested, or, absent such agreement, at the following hourly rates:

Project Engineer	\$100.00
Project Designer	\$ 75.00
Administrative Staff	\$ 50.00

- 4. CONFIDENTIALITY: CCC shall maintain the confidentiality of the location of potential and selected sites for the Project, together with any other information supplied to CCC by the Client and designated by the Client as confidential, except:



- A. When such confidential information becomes generally known to the public through no fault of CCC; or
 - B. To comply with the order of a court of competent jurisdiction.
5. INSURANCE: Upon 10 days of execution of contract
6. OWNERSHIP AND USE OF DOCUMENTS: All drawings, specifications or other documents deliverable to the Client by CCC or its Consultants pursuant to this Proposal (“the Documents”), whether in electronic or non-electronic format, shall be the property of the Client, subject however, to the following:
- A. All technology, skill, processes, knowledge, and computer software developed or acquired by CCC or its Consultants to manipulate the data which comprises the Documents shall be the property of CCC or, as applicable, its Consultants/
 - B. The client may modify CCC’s work without the consent or additional compensations to CCC; but in such event:
 - 1) The Client shall indemnify and hold CCC and, if applicable, its Consultants, harmless from all claims and liability which results from such reuse, including all costs and attorneys fee; and
 - 2) The Client shall remove any reference to CCC or its Consultant’s name and/or logo on the documents.

EXHIBIT ‘A’
Soldier Creek Industrial Park
Waterline Plans

CONTRACT INCLUDES THE FOLLOWING:

Engineering

1. Bid Set of Waterline plans and related documents in order to obtain all necessary permits and approvals, including Cover Sheet, Plan & Profile Sheets, Erosion Control, and construction standard details. (\$12,000)
2. All related documents in order to obtain necessary permits and approvals from the Oklahoma Department of Environmental Quality, including application, Engineer’s report, and hydraulic analysis of new waterline. (\$700)
3. Coordination with Surveyor, Subconsultants, City, State and Client during all phases of the development of the waterline drawings.
4. Responding to RFIs during construction.

TOTAL FEE: \$12,700.00

CONTRACT DOES NOT INCLUDE THE FOLLOWING:

1. Reimbursable Expenses
2. Title Work
3. Construction Staking
4. Exhibits
5. Easement abandonment
6. Offsite improvements
7. Filing Fees
8. Attending CC or PC Meetings
9. Bid Specifications
10. Platting
11. Topographic Survey
12. FEMA map revisions/LOMRf
13. Sub consultant fees (including but not limited to ESA, Geotechnical, Traffic Study/Design)
14. As-built Drawings

EXHIBIT "B"

- 1.) Prior to performing any of the services, CCC shall obtain and keep in force, at its sole expense, insurance and upon request shall provide to the Client within ten (10) business days of execution of this Agreement a copy of the certificate, binder, declarations page or other satisfactory evidence for such insurance.
- 2.) To the fullest extent permitted by law, CCC shall indemnify and hold harmless Client and its agents, employees and representatives from and against all costs, damages, fines, losses and expenses, including, but not limited to, reasonable attorneys' fees, court costs, investigation costs and all other reasonable costs and expenses arising out of, in connection with, or resulting from CCC's performance of the services under this Agreement, but only to the extent caused by the negligence or breach of contract by CCC, its employees, agents, sub-CCC's or others for whose acts it may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce insurance requirements or other rights or obligations of indemnity which otherwise exist as to CCC. CCC's obligations under this Section 2 shall survive the expiration or termination of this Agreement.
- 3.) The acceptance of final payment by CCC pursuant to this Agreement shall constitute a full release, discharge and waiver of all rights and claims for compensation for services that CCC may have against Client or its property under applicable common and statutory law. Upon receipt of final payment, CCC shall, upon the request of Client, execute and deliver to Client any necessary lien waiver.
- 4.) The relationship of Client and CCC is that of Client and independent CCC and no employer-employee relationship is hereby created. Neither Client nor CCC shall enjoy any of the benefits nor be subject to any of the burdens that would arise, result or proceed or project from an employer-employee relationship, but instead all the rights and duties of each party shall be limited to those provided in this Agreement for independent contractual services. CCC shall be solely responsible for the payment of all social security and unemployment taxes, wage withholding and any other requirements with respect to its employees.
- 5.) In the event of a conflict between any provisions of this Agreement and anything in the exhibits attached hereto or in any of CCC's documents, contracts, proposals, estimates or specifications, the terms and conditions of this Agreement shall prevail.
- 6.) All notices, consents, approvals, requests, demands, and other communications (collectively, "Notices(s)") which may or are required to be sent, delivered, given or obtained pursuant to the terms of this Agreement shall be in writing and shall be given either by hand delivery, by prepaid United States certified mail, or by a reputable overnight delivery service that guarantees next day delivery and provides a receipt. All notices shall be addressed to the parties at their respective addresses set forth on the first page of this Agreement, as same may be changed from time to time. Either party may, by notice in the manner provided above, change its address for all subsequent Notices. All Notices given by certified mail shall be deemed given two (2) business days after they are so mailed. All Notices given by overnight delivery or hand delivery shall be deemed given on delivery. A party's failure or refusal to accept service of a Notice will constitute delivery of the Notice.
- 7.) CCC will perform the professional services in a timely manner consistent with sound engineering practices.
- 8.) This agreement may be terminated by either party upon ten (10) days written notice. In the event of termination, CCC shall be paid for services performed to the date the Agreement is terminated.
- 9.) The law of the State of Oklahoma will govern the validity of the Agreement terms, their interpretation and performance.
- 10.) This Agreement is binding upon the parties, their heirs, successors and assigns.
- 11.) The parties have read the foregoing, understand completely the terms and conditions, and willingly enter into this Agreement.

THE FOREGOING PROVISIONS ARE PART OF THE AGREEMENT BETWEEN CCC AND CLIENT.



NEW BUSINESS/
PUBLIC DISCUSSION

