

AGENDA
PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA
Regular Meeting
Wednesday, September 16, 2015 at 12:00 noon
The Alliance for Economic Development of Oklahoma City
Conference Room (High Tower Building)
105 North Hudson, Suite 101
Oklahoma City, OK

1. Call to Order
- 2.* Approve Minutes of July 15, 2015 Port Authority Meeting
- 3.* Accept Financial Reports
- 4.* Ratify and Approve Contract with Matthew Weaver for Consultant Services
5. Consultant Report – Matthew Weaver
- 6.* Ratify and Approve Payment of Claims and Invoices
7. Receive Comments from Members, Staff and Citizens
8. Schedule of Next Meeting – Wednesday, November 18, 2015
- 9.* Adjournment

*Action Required

MINUTES
PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA
REGULAR MEETING
WEDNESDAY, July 15, 2015 - 12:00 noon
The Alliance Conference Room
Oklahoma City, OK

Board Members in Attendance: Barry Murphy, Chairman; Chuck Mills; Mark Stansberry and Richard Tanenbaum

Board Members Absent: Erika Lucas

Others Present: Susan Barrett, Finance; Matthew Weaver, Marketing Director; Hailey Rawson, Municipal Counselor's Office, Mark Kranenburg, Airport, Cathy O'Connor, The Alliance and Pam Lunnon, The Alliance

1. Call to Order at 12:01 p.m.

2.* Approve Minutes of May 13, 2015 Port Authority Meeting

APPROVED. Moved by C. Mills; seconded by T. Tanenbaum; Ayes: Tanenbaum, Mills, Stansberry and Murphy

3.* Accept Financial Reports

Presentation made by Susan Barrett, City of Oklahoma on Financial Reports dated June 30, 2015.

ACCEPTED. Moved by R. Tanenbaum; seconded by C. Mills; Ayes: Tanenbaum, Mills, Stansberry and Murphy

4.* Election of Officers

Motion made by Richard Tanenbaum as follows:

Chairman – Barry Murphy
Vice Chairman – Chuck Mills

ACCEPTED. Moved by R. Tanenbaum; seconded by C. Mills; Ayes: Tanenbaum, Mills, Stansberry and Murphy

Motion made by Chuck Mills as follows:

Secretary – Richard Tanenbaum
Assistant Secretary – Erica Lucas
Assistant Secretary – Mark Stansberry

ACCEPTED. Moved by R. Tanenbaum; seconded by M. Stansberry; Ayes: Tanenbaum, Mills, Stansberry and Murphy

5. Consultant Report – Matthew Weaver

Presentation made by Matthew Weaver, Director of Marketing & Business Development
(see attached Consultant Report)

Discussion: General Administrative & Marketing
Citizen Potawatomie Nation Iron Horse Industrial Park
Century Martial Arts

Mr. Weaver gave a brief overview about how the FTZ operates for new member Mark Stansberry.

Mr. Weaver stated there are difference ways to do research in our region and/or develop a target list of duty drawback companies. Mr. Weaver would like to go out and do direct marketing and make direct contacts with these companies, but he has not been able to do this for a few years.

Mr. Weaver was given authorization to go forward on his hourly rate and accumulate information on who is the duty drawback companies in the area and make a target list and/or look at resources to buy a list if the Authority wishes to do so. Mr. Weaver was also given authorization to approach any of those businesses.

6.* Ratify and approve payment of claims and invoices. Matthew Weaver, FTZ Marketing Director's time 4/1/15 through 5/30/15 - \$1,000.00

APPROVED. Moved by C. Mills; seconded by T. Tanenbaum; Ayes: Tanenbaum, Mills, Stansberry and Murphy

7. Consider New Business

8. Receive Comments from Members, Staff and Citizens

9. Schedule of Next Meeting – Wednesday, September 16, 2015

10.* ADJOURNMENT – 12:40 p.m.

Moved by C. Mills; seconded by M. Stansberry; Ayes: Tanenbaum, Mills, Stansberry and Murphy

*Action Required

Foreign Trade Zone #106 Marketing Activity Report & Invoice

May 1st, 2015 – June 30th, 2015

Matthew S. Weaver

Date: May, 2015

Activities:

- General administrative and marketing activities. i.e., phone calls, emails, networking meetings.
- Prepared for, attended and presented marketing activity report at Foreign-Trade Zone #106 Board of Director's meeting.
- Citizen Potawatomie Nation: Compiled relevant information and spoke with Jim Collard, of CPN, about announcement/celebration date(s).

Hours worked: 8 hours x \$50/hr = \$400

Date: June, 2015

Activities:

- General administrative and marketing activities. i.e., phone calls, emails, meetings, networking events.
- Century Martial Arts: I had 2 meetings, and an extensive tour, of Century's mfg. and distribution center with Debbie Lumry, Century's International Sales Account Manager. The company has evolved over the past 10 years to be the largest supplier of martial arts uniforms and associated equipment to the world's markets. The vast majority of all materials, whether components for assembly/manufacture, or for branding and repackaging, are imported. They have a complicated duty-drawback program in place, which is only recovering approximately 75 cents on the dollar. A quick reminder that the duty-drawback program by the government is more of a deterrent for those importers trying to recover taxes/fees than it being an incentive, as all of them are by design according to my sources. They are preparing for their major industry's tradeshow, the first part of July, and Debbie will be arranging a meeting with the owner/president, Mr. Mike Dillard, their CFO, import managers, and warehouse manager, the later part of July. Their operation/inventory control is extremely organized and automated, and by all preliminary accounts should be a prime candidate to take full advantage of FTZ benefits.

Hours worked: 12 hours x \$50/hr = \$600

PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA

A Discrete Component Unit of
Oklahoma City, Oklahoma

Board of Directors

Barry Murphy, Chairman

Chuck Mills, Vice-Chairman
Richard Tanenbaum, Secretary
Erica Lucas
Mark Stansberry

Management

James D. Couch, General Manager

Financial Report for the Two Months Ended August 31, 2015

Prepared by The Oklahoma City Finance Department, Accounting Services Division
Laura L. Papas, Controller

PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA

TABLE OF CONTENTS
For the Two Months Ended August 31, 2015

	Page Number
Letter of Transmittal	ii
Schedule of Cash Receipts and Disbursements	1
Supplemental Listing of Checks Issued, Two Months Ended August 31, 2015	2
Supplemental Listing of Checks Issued, Two Months Ended August 31, 2014	3
Notes to Financial Schedules	4



MEMORANDUM

The City of OKLAHOMA CITY

TO: Port Authority Board of Directors

FROM: Accounting Services Division

DATE: September 4, 2015

SUBJECT: Port Authority of the Greater Oklahoma City Area (Port Authority) Financial Schedules for the Two Months Ended August 31, 2015 and 2014

The financial schedules presented on the following pages include the schedule of cash receipts and disbursements and the supplemental listing of checks issued for the two months ended August 31, 2015 and 2014.

Current year to date receipts totaled \$1.47. This compares to prior year to date receipts of \$668.19 for a decrease of \$666.72. The decrease in receipts is due primarily to the warehouse operator fee from Biagi Warehousing Incorporation of \$666.66 was received in prior year in advance.

Current year to date disbursements totaled \$1,042.19. This compares to prior year to date disbursements of \$3,231.07 for a decrease of \$2,188.88. The consulting contract is on an hourly basis for special projects. In both years, the Port Authority has used the service of the consultant on various projects including the Seminole, Lawton, Oklahoma City, and Woodward sub zones. Consultant fees decreased \$500.00. Also, in the prior year, the application fee for Citizen Potawatomie Nation Iron Horse Industrial Park was sent to the U.S. Department of Commerce for \$1,600.00.

The financial schedules are prepared on the cash basis of accounting.

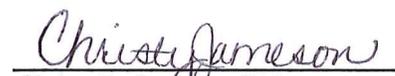
The schedules are preliminary and may change. However, any changes are expected to be immaterial. Significant changes would result in reissuance of the schedules.

The financial schedules are unaudited and prepared for internal use only. The financial schedules are prepared by the City of Oklahoma City, Finance Department, Accounting Services Division. The undersigned are prepared to answer any questions you may have pertaining to the financial schedules.

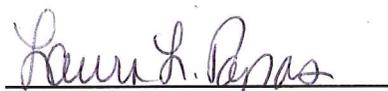
Prepared by:


Susan M. Barrett
Municipal Accountant II

Reviewed by:


Christy D. Jameson, CPA
Accounting Manager

Approved for issuance:


Laura L. Papas
Controller

SCHEDULE OF CASH RECEIPTS AND DISBURSEMENTS
For the Two Months Ended August 31,
(unaudited) (preliminary)

PORT AUTHORITY OF THE
GREATER OKLAHOMA CITY AREA

	<u>2015</u>	<u>2014</u>
<u>RECEIPTS</u>		
Warehouse operator fees - Biagi Warehousing, Inc. -----	\$-	\$666.66
Interest on checking -----	1.47	1.53
Total receipts -----	<u>1.47</u>	<u>668.19</u>
<u>DISBURSEMENTS</u>		
Checks issued for the two months ended August 31,		
Consultant fees - 1238 Matthew Weaver-----	-	1,500.00
Application fee - 1239 U.S. Department of Commerce-----	-	1,600.00
Checks issued for the two months ended August 31,		
Consultant fees - 1249 Matthew Weaver-----	1,000.00	-
Total checks issued for two months ended August 31,-----	<u>1,000.00</u>	<u>3,100.00</u>
Bank fees -----	42.19	131.07
Total disbursements -----	<u>1,042.19</u>	<u>3,231.07</u>
Net increase (decrease) in cash -----	(1,040.72)	(2,562.88)
Beginning cash - July 1,-----	44,826.82	36,859.86
Ending cash - August 31,-----	<u>\$43,786.10</u>	<u>\$34,296.98</u>

**SUPPLEMENTAL LISTING OF CHECKS ISSUED
FISCAL YEAR 2016
For the Two Months Ended August 31, 2015
(unaudited) (preliminary)**

**PORT AUTHORITY OF THE
GREATER OKLAHOMA CITY AREA**

Checks Issued for The Two Months Ended August 31, 2015

1249	Matthew Weaver -----	\$1,000.00
	Total-----	<u><u>\$1,000.00</u></u>

**SUPPLEMENTAL LISTING OF CHECKS ISSUED
FISCAL YEAR 2015
For the Two Months Ended August 31, 2014
(unaudited) (preliminary)**

**PORT AUTHORITY OF THE
GREATER OKLAHOMA CITY AREA**

Checks Issued for The Two Months Ended August 31, 2015

1238	Matthew Weaver -----	\$1,500.00
1239	U.S. Department of Commerce-----	1,600.00
	Total-----	<u><u>\$3,100.00</u></u>

I. RELATION TO THE CITY OF OKLAHOMA CITY

The Port Authority of the Greater Oklahoma City Area, (Port Authority), was created by the City of Oklahoma City (City), pursuant to Title 82, Oklahoma Statutes, Sections 1101-1104. The Port Authority was established on October 30, 1962. The Port Authority was granted Foreign Trade Zone #106, (the Zone) on September 14, 1984. The Foreign Trade Zone provides for the physical plant and operation of general warehousing facilities to companies for manufacturing or manipulation, duty free.

The Port Authority is governed by a Board of Directors consisting of five members appointed by the Mayor with the advice and consent of the City Council. The Directors serve a term of four years.

Method of Reporting in the City's Comprehensive Annual Financial Report (CAFR)

The Port Authority is the City's financial reporting entity. The Port Authority is a discretely presented component unit of the City. The City's CAFR can be obtained from the City of Oklahoma City, Finance Department, 100 N. Walker, Ste. 300, Oklahoma City, OK 73102.

II. BASIS OF ACCOUNTING

The attached schedule of cash receipts and disbursements is presented on the cash basis of accounting. Receipts are recorded when cash is received, and disbursements are recorded when paid.

III. OPERATOR'S AGREEMENT

The Port Authority selected Biagi Warehousing, Inc., to act as the operator of the general purpose warehouse. Biagi Warehousing, Inc. is responsible for all warehousing and warehouse-related activities; maintenance of the warehouse; marketing and promotion of the Zone; developing the general purpose warehouse; and assisting and cooperating with the Port Authority on any audit, report, inventory, or other documentation of activities in the Zone. The Port Authority receives a fee of \$3,999.96 from Biagi annually, payable in monthly installments of \$333.33 for the operation of warehousing space.

IV. CONSULTING SERVICES CONTRACT

The Port Authority entered into a contractual agreement for professional services with a consultant to provide marketing and development services, assist in the administration of the Zone #106, and to advise the management and the Board. The consultant is required to prepare a written and oral report of scope of work and services performed at each Board meeting. Among other requirements of the consultant are the preparation and filings of documents to the U.S. Customs Services, the Foreign Trade Zone Board and any other government agency with jurisdiction. The Board has agreed to work with the consultant on an hourly basis on special projects.

V. SUB ZONES

The Port Authority receives additional fees for the establishment and maintenance of sub zones. Sub zones are adjuncts to the general purpose zone and are single user private sites, usually at manufacturing facilities. The amount of the fees will vary according to the number of sub zones that are active. There is a current sub zone VF Jeanswear. The VF Jeanswear application fee was \$12,000, activated in April, 2013. The City of Seminole completed an application unit based trade zone for VF Jeanswear. The initial fee for the Seminole contract was \$5,000.00. Enid has qualified as a sub zone and has paid a fee but has no active zones at this time. The Citizen Potawatomi National Iron Horse Industrial Park sub zone fee of \$1,600.00 was activated in February, 2014 and the annual fee for Citizen Potawatomi Nation Iron Horse Industrial Park was received in April, 2014 in the amount of \$2,000.00.

VI. RECEIPTS

Receipts include sub zone fees, activation and deactivation fees. Activation fees are applied with the application for a sub zone. Deactivation fees are for voluntary discontinuation of the activation of an entire zone or sub zone.

AGREEMENT FOR PROFESSIONAL SERVICES

by and between

**PORT AUTHORITY OF THE GREATER OKLAHOMA CITY AREA and
MATTHEW WEAVER**

(Project Specific) Three Years Beginning July 1, 2015 and Ending June 30, 2018

This Agreement for Professional Services (“Agreement”) by and between the **Port Authority of the Greater Oklahoma City Area** (“PORT AUTHORITY”) and **Matthew Weaver** (“CONSULTANT”) to read as follows:

WITNESSETH:

WHEREAS, the Port Authority of the Greater Oklahoma City Area was established pursuant to Oklahoma City Ordinance No. 9960 in accordance with Oklahoma Statutes Title 82, section 1102 et seq., including but not limited to section 1106(7); and

WHEREAS, the Port Authority of the Greater City of Oklahoma City Area is authorized by 82 Oklahoma Statutes 2001, Sections 1101-1114 to establish, operate, and maintain foreign-trade zones; and

WHEREAS, the Port Authority of the Greater Oklahoma City Area is the grantee of Foreign-Trade Zone No. 106;

WHEREAS, it is the desire of PORT AUTHORITY to promote, foster, and develop economic development and growth in Oklahoma City and the Foreign Trade Zone #106; and

WHEREAS, the CONSULTANT is an independent contractor with specialized skills and training in the areas of marketing and foreign trade zones; and

WHEREAS, PORT AUTHORITY desires to utilize the experience and knowledge of the CONSULTANT and to continue to engage the CONSULTANT to provide marketing and development services, assist in the administration of Foreign Trade Zone #106, and advise the GENERAL MANAGER and Board members of the PORT AUTHORITY; and

NOW, THEREFORE, the CONSULTANT and the PORT AUTHORITY agree to the terms and consideration in this Agreement, which read as follows:

SECTION 1. DEFINITIONS

The following words and phrases, when used in this Agreement, shall have the following meanings:

- A. "GENERAL MANAGER" shall mean the City Manager or his designee being the Director of Airports for the City of Oklahoma City or his successor.
- B. "CHAIRPERSON" shall mean the Chairperson of the BOARD, or his successor.
- C. "BOARD" shall mean the Board of the PORT AUTHORITY.

SECTION 2. PORT AUTHORITY BOARD

- A. The Port Authority Board, hereinafter referred to as the "BOARD," shall review the progress of the CONSULTANT in accomplishing the Services as jointly directed by the GENERAL MANAGER and the CHAIRMAN under this Agreement.
- B. The CONSULTANT or the BOARD may request amendments to this Agreement at any time during the term of the Agreement. The BOARD will consider amendments to the Agreement, as needed.

SECTION 3. SERVICES

- A. The Services to be provided by the CONSULTANT in performance of this Agreement shall consist of the provision of the Services as jointly directed by the GENERAL MANAGER and the CHAIRMAN.

SECTION 4. REPORTS

As a part of the Services and in order to keep PORT AUTHORITY informed of progress and accomplishments for each element of the Services, the CONSULTANT shall provide regular reports to the GENERAL MANAGER and the CHAIRMAN, unless otherwise directed by the GENERAL MANAGER or the CHAIRPERSON of the PORT AUTHORITY. Oral reports will be given at each meeting of the BOARD.

SECTION 5. COMPENSATION

PORT AUTHORITY agrees to pay the CONSULTANT fifty (\$50.00) dollars per hour and proportionately for each portion of an hour professional services and expenses as specifically pre-approved by the GENERAL MANAGER and the CHAIRMAN. The CONSULTANT shall keep precise records of time and the services related to time and shall present both with an invoice and claim for payment. Provided however, the GENERAL MANAGER or the CHAIRPERSON may suspend or terminate the services of the CONSULTANT upon notice to the CONSULTANT.

SECTION 6. GENERAL

- A. The CONSULTANT agrees that the progression of the Services shall be in a planned, systematic and logical manner. The CONSULTANT shall, to the best of his ability, Work with PORT AUTHORITY, the BOARD, and the GENERAL MANAGER for the provision of Services in order to foster programs and results for the benefit of the PORT AUTHORITY.
- B. The CONSULTANT agrees to accomplish the Services in a viable, efficient, and effective manner.
- C. The CONSULTANT agrees to devote his best efforts and resources to the Services and to PORT AUTHORITY's interests and will endeavor in every way to satisfy all the provisions of this Agreement.
- D. The standard of care applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by professionals and consultants performing the same or similar services.
- E. The CONSULTANT shall timely perform the Services and timely provide the Reports listed herein.

SECTION 7. DISCLOSURE

A. The CONSULTANT shall provide any and all documentation of any and all compensation and expenses provided or to be provided, directly or indirectly, as a whole or as a part, to PORT AUTHORITY in connection with the performance of this Agreement.

- B. The CONSULTANT shall maintain financial records in accordance with generally accepted accounting principles applied on a consistent basis.
- C. The CONSULTANT agrees the retention period for all documents required to be maintained under this Agreement shall be five years.

SECTION 8. RECOVERY OF FUNDS

It is expressly understood and agreed PORT AUTHORITY may recover from the CONSULTANT any funds paid to the CONSULTANT under this Agreement that are later determined by PORT AUTHORITY to have been improperly claimed and paid. This right shall not expire upon the termination, cancellation, or expiration of this Agreement.

SECTION 9. COMPLIANCE WITH ORDINANCES, REGULATIONS, AND STATE LAW

- A. The CONSULTANT shall comply with all policies of PORT AUTHORITY, the laws of the State of Oklahoma, and the laws of the United States of America relating or pertaining in any manner to this Agreement or the funds or services provided under this Agreement.
- B. The laws of the State of Oklahoma shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. The parties agree that any action, at law or in equity, regarding or relating to this Agreement shall be in a court of appropriate jurisdiction in Oklahoma County.

SECTION 10. PROHIBITION AGAINST CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide regular employee Working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee Working for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the making of this Agreement.

SECTION 11. NONDISCRIMINATION STATEMENT

The CONSULTANT agrees, in connection with the performance of work under this Agreement:

- A. That the CONSULTANT will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, sexual orientation, gender identity, age, national origin, ancestry or disability. The CONSULTANT shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, sexual orientation, gender identity, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONSULTANT agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contract Entity setting forth the provisions of this section, and;
- B. That the CONSULTANT agrees to include this non-discrimination clause in any subcontracts connected with the performance of this contract.
- C. In the event of the CONSULTANT's non-compliance with the above non-discrimination clause, this contract may be canceled or terminated by the Contract Entity. The CONSULTANT may be declared by the PORT AUTHORITY ineligible for further contract[s] with the PORT AUTHORITY until satisfactory proof of intent to comply is made by the CONSULTANT.

SECTION 12. NOTICES

- A. Notices to PORT AUTHORITY shall be in writing and personally served, faxed with receipt confirmation, or sent by certified mail to the following address:

Mark Kranenburg, GENERAL MANAGER
Will Rogers Airport
The City of Oklahoma City
7100 Terminal Drive, Room 301
Oklahoma City, OK 73159
(405) 680-3260

mark.kranenburg@okc.gov

Facsimile Number: (405) 680-3311

And

Port Authority of the Greater Oklahoma City Area
CHAIRPERSON, Barry Murphy
100 North Broadway Avenue, Suite 3130
Oklahoma City, OK 73102
Tele: (405) 297-9913
Fax: (405) 297-9938
bmurphy@commercialoklahoma.com

And

Catherine O'Connor, ZONE ADMINISTRATOR
105 N. Hudson, Suite 101
Oklahoma City, Oklahoma 73102
(405) 604-6780
Fax (405) 232-8317
Cathy.oconnor@theallianceokc.org

or to such other official and/or address as PORT AUTHORITY may from time to time specify in writing.

- B. Notice to the CONSULTANT shall be in writing, personally served, or sent by fax with receipt confirmation, or sent by certified mail to the following addresses:

Matthew Weaver
CONSULTANT to the PORT AUTHORITY
5525 N. Barnes
Oklahoma City, Oklahoma 73112
(405) 623-5335
wkanook@mac.com

or to such other official addresses as the CONSULTANT may from time to time specify in writing.

SECTION 13. ASSIGNMENT

This Agreement cannot be assigned or transferred unless approved in writing by PORT AUTHORITY.

SECTION 14. AMENDMENT

This Agreement may only be modified by written amendment executed by the CONSULTANT and the PORT AUTHORITY.

SECTION 15. DEFEND, INDEMNIFY AND SAVE HARMLESS

To the fullest extent permitted by law, the CONSULTANT agrees to release, defend, indemnify and save harmless PORT AUTHORITY and its officers, agents and employees, from and against any and all loss of or damage to property, injuries to or death of any person or persons and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims of or by anyone whomever, in any way resulting from or arising out of the CONSULTANT 's negligent acts, operations, errors and/or omissions under or in connection with this Agreement. The CONSULTANT shall promptly advise PORT AUTHORITY in writing, of any action, administrative or legal proceeding or investigation as to which this indemnification may apply. This section shall survive the expiration of this Agreement. Provided, however, the CONSULTANT need not release, defend, indemnify or save harmless PORT AUTHORITY or its officers, agents and employees, from damages or injuries resulting from the negligence of PORT AUTHORITY, its officers, agents or employees.

SECTION 16. NO THIRD PARTY BENEFICIARIES

The Agreement gives no rights or benefits to anyone other than PORT AUTHORITY and CONSULTANT and has no third party beneficiaries.

SECTION 17. WHOLE AGREEMENT

The Work and Services to be provided by the CONSULTANT are defined solely by this Agreement, and not by any pre-execution statements, documents, representations, contracts or agreements between the parties that may be associated with this Agreement or the negotiation hereof.

SECTION 18. EFFECTIVE DATE, AGREEMENT TERM, AND TIME

- A. This Agreement shall be effective for the term stated in the title of this Agreement beginning retroactively on July 1, 2015. All Work and Services to be performed

hereunder to be completed by the end of the term, except as otherwise specifically provided.

- B. It is provided that this Agreement may be subsequently renewed subsequent to periodic review by the BOARD and upon mutual agreement of the parties.
- C. Time shall be deemed to be of the essence of this Agreement.

SECTION 19. CAPTIONS

The captions provided herein, above each section, shall not in any way limit, restrict, affect, or define the meaning of the section.

END OF TEXT

APPROVED by the Port Authority of the Greater Oklahoma City Area and signed by the
CHAIRPERSON and Secretary this _____ day of _____ 20_____.

ATTEST:

Secretary

CHAIRPERSON
Port Authority for the City of Oklahoma City
Foreign-Trade Zone No. 106

Reviewed for form and legality.

Assistant Municipal Counselor

APPROVED by the CONSULTANT to the PORT AUTHORITY this _____ day of
_____, 20_____.

CONSULTANT

Matthew Weaver

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

SUBSCRIBED and SWORN to before me this ___ day of _____, 20____.
(SEAL)

Notary Public

My commission expires: _____ My commission number: _____

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Foreign Trade Zone #106 Marketing Activity Report & Invoice
July 1st, 2015 – July 31st, 2015
Matthew S. Weaver

Date: July, 2015

Activities:

- General administrative and marketing activities. i.e., phone calls, emails, networking meetings.
- Prepared for, attended and presented marketing activity report at Foreign-Trade Zone #106 Board of Director's meeting.
- Edited/updated FTZ #106 information for the Oklahoma Department of Commerce's publication of "Oklahoma Incentives and Tax Guide".
- Meetings with OG&E representatives and associated economic development individuals in regards to two foreign direct investment manufacturers, looking to build in Oklahoma, about including incentive materials regarding the advantages of pursuing FTZ benefits.
- Century Martial Arts: a meeting with Debbie Lumry, International Sales Acct. Manager, provided me with the fees for 2014 that Century paid on their imported components. She will provide me a more accurate merchandise processing fee estimate in August. Fees paid are approximately \$146k. Further analysis will be need to be done in regards to the amount of inverted tariffs that can be utilized, potential duty deferral implications, reduction in brokerage fees, etc..
- Began new research into targeted industries, and associated companies, that would make viable candidates to approach for a discussion about FTZ benefits.
- **Hours worked:** 16 hours x \$50/hr = \$800

Foreign Trade Zone #106 Marketing Activity Report & Invoice
August 1st, 2015 – August 31st, 2015
Matthew S. Weaver

Date: August, 2015

Activities:

- General administrative and marketing activities. i.e., phone calls, emails, networking meetings.
- Consulted with Martin Roberts, with the Oklahoma Department of Commerce, about a retention/expansion client. This client imports a verified \$30 million in rifles and associated components to the U.S. and Martin has been working with this company about incentives to encourage them to consolidate and pursue expansion plans in Oklahoma, location(s) to be determined. Martin understands the importance of being able to add value to his client's needs and needed enough advice/information to share with them so as to arrange a meeting with me. The later part of September is the initial target for that meeting.
- Century Martial Arts: Consulted with Debbie Lumry, International Sales Acct. Manager, after having received all of the necessary data to do an analysis to see if she can present to the President in order to go to the next level to determine if pursuing FTZ status is something they wish to pursue. The data she has supplied to me is to remain confidential, but, preliminary analysis does show that pursuing benefits can provide a significant savings to Century Martial Arts. I have spoken with KPMG, not revealing the name of this prospect, about the viability of this prospect.
- Continued research into targeted industries, and associated companies, that would make viable candidates to approach for a discussion about FTZ benefits.
- **Hours worked:** 19 hours x \$50/hr = \$950

TOTAL Invoice

Foreign-Trade Zone #106
Marketing Activity Billing Report
Hours worked: 16 hours x \$50/hr = \$800
Time Period: 7/1 – 7/31/15
submitted by Matthew Weaver

Project	Activity	Time
General Administrative and Marketing	Responding to FTZ inquiries; target market research; Networking	12
FDI Prospect(s)	Discussions with partner organizations on utilizing FTZ marketing materials for inclusion in site location discussions	2
Century Martial Arts	Meeting and collection/analysis of proprietary data.	2

Billable Time: 16 hours
Total Due: \$800

TOTAL Invoice

Foreign-Trade Zone #106
 Marketing Activity Billing Report
Hours worked: 19 hours x \$50/hr = \$950
Time Period: 8/1 – 8/31/15
 submitted by Matthew Weaver

Project	Activity	Time
General Administrative and Marketing	Responding to FTZ inquiries; target market research; Networking	14
ODOC Client	Discussions about FTZ information/benefits and how to present to client	2
Century Martial Arts	Meeting and collection/analysis of proprietary data.	3

Billable Time: 19 hours

Total Due: \$950