



City of Enid  
401 W. Owen K. Garriott Road  
Enid, Oklahoma 73701  
580-234-0400

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BOARD OF COMMISSIONERS

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NOTICE OF SPECIAL MEETINGS

Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust

Notice is hereby given that the Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust will meet in special session at 5:00 p.m. on the 6th day of December, 2016, in the Council Chambers of the City Administration Building, located at 401 W. Owen K. Garriott Road in said city, and the agenda for said meeting is as follows:

- AGENDA -

MAYOR AND BOARD OF COMMISSIONERS SPECIAL MEETING

1. CALL TO ORDER/ROLL CALL.
2. INVOCATION.
3. FLAG SALUTE.
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF NOVEMBER 15, 2016.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
  1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
  2. FY 2015-2016 AUDIT UPDATE.
6. ADMINISTRATION.
  1. CONSIDER A RESOLUTION CREATING A MEMORIAL TREE AND BENCH PROGRAM.

2. **CONSIDER A RESOLUTION AMENDING THE PROCEDURES FOR NAMING OR RENAMING FACILITIES OWNED BY THE CITY OF ENID.**
3. **CONSIDER A RESOLUTION AMENDING THE RULES FOR CONDUCTING MEETINGS OF THE CITY COMMISSION OF THE CITY OF ENID, THE ENID MUNICIPAL AUTHORITY, THE ENID ECONOMIC DEVELOPMENT AUTHORITY AND THE ENID PUBLIC TRANSPORTATION AUTHORITY.**
4. **CONSIDER AN ORDINANCE ADOPTING THE 2015 INTERNATIONAL RESIDENTIAL CODE.**
5. **CONSIDER A RESOLUTION INCREASING THE 2016-2017 STORMWATER FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$85,000.00 TO COMPLETE ADDITIONAL STORMWATER WORK AT OAKWOOD WEST DETENTION AND CHEROKEE DETENTION.**
6. **CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION OF THE CITY OF ENID, OKLAHOMA (THE "CITY") AUTHORIZING THE ENID ECONOMIC DEVELOPMENT AUTHORITY (THE "AUTHORITY") TO ASSIST THE CITY IN CARRYING OUT AND ADMINISTERING THE TP&L ECONOMIC DEVELOPMENT PROJECT PLAN ADOPTED BY THE CITY; APPROVING AND AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND AMONG THE AUTHORITY, THE CITY, AND TRANSPORTATION PARTNERS AND LOGISTICS LLC; APPROVING AND AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT BY AND BETWEEN THE AUTHORITY AND THE CITY PERTAINING TO THE TAX INCREMENT REVENUES; APPROVING THE USE OF ASSISTANCE IN DEVELOPMENT FINANCING; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATING THERETO.**
7. **REMOVE FROM TABLE AND CONSIDER APPOINTMENTS TO THE KAW LAKE SALES TAX OVERSIGHT COMMITTEE.**
7. **CONSENT.**
1. **APPROVE CHANGE ORDER NO. 1 WITH MIES CONSTRUCTION, INC., WICHITA, KANSAS, IN THE AMOUNT OF \$49,490.00, FOR OAKWOOD WEST DETENTION, PROJECT NO. F-1603C.**
2. **ACCEPT A PUBLIC ACCESS FOR SIDEWALK AND UTILITY EASEMENT FROM CHURCH OF THE NAZARENE, ENID, OKLAHOMA, FOR THE ACCESSIBILITY SIDEWALK IMPROVEMENTS IN THE AREA OF WALLER SCHOOL, PROJECT NO. M-1601.**
3. **APPROVE CHANGE ORDER NO. 2 WITH RICK LORENZ CONSTRUCTION, INC., ENID, OKLAHOMA, IN THE AMOUNT OF \$12,379.12 ADD FOR THE SOUTH 42ND STREET IMPROVEMENTS AT HIGHWAY 412, PROJECT NO. R-1604A.**
4. **APPROVE CHANGE ORDER NO. 1 WITH STORM & SEWER MAINTENANCE, LLC, WICKENBURG, ARIZONA, IN THE DEDUCT AMOUNT OF \$2,168.09, AND ACCEPT THE 2016 SANITARY SEWER VIDEO INSPECTION PROJECT, PROJECT NO. S-1609B.**
5. **CONSIDERATION AND DENIAL OF TORT CLAIM OF VIC AND CAROLE KREJCI.**

6. CONSIDERATION AND DENIAL OF TORT CLAIM OF KIM DODD.
7. APPROVAL OF CLAIMS IN THE AMOUNT OF \$515,881.18.
8. RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.
9. TRUSTEES OF THE ENID MUNICIPAL AUTHORITY SPECIAL MEETING.
10. ENID MUNICIPAL AUTHORITY SPECIAL MEETING.
  1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$322,670.38.
11. ADJOURN TO CONVENE AS THE ENID ECONOMIC DEVELOPMENT AUTHORITY.
12. TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY SPECIAL MEETING.
13. ENID ECONOMIC DEVELOPMENT AUTHORITY SPECIAL MEETING.
  1. CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION ACCEPTING THE RESPONSIBILITIES AS DESIGNATED TO THE ENID ECONOMIC DEVELOPMENT AUTHORITY (THE "AUTHORITY") BY THE CITY OF ENID, OKLAHOMA (THE "CITY") PURSUANT TO THE TP&L ECONOMIC DEVELOPMENT PROJECT PLAN ADOPTED BY THE CITY; APPROVING AND AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND AMONG THE AUTHORITY, THE CITY, AND TRANSPORTATION PARTNERS AND LOGISTICS LLC; APPROVING AND AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT BY AND BETWEEN THE AUTHORITY AND THE CITY PERTAINING TO THE TAX INCREMENT REVENUES; APPROVING THE USE OF ASSISTANCE IN DEVELOPMENT FINANCING; AND CONTAINING OTHER PROVISIONS RELATING THERETO.
  2. APPROVAL OF CLAIMS IN THE AMOUNT OF \$57,078.45.
14. ADJOURN TO CONVENE AS THE ENID PUBLIC TRANSPORTATION AUTHORITY.
15. TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY SPECIAL MEETING.
16. ENID PUBLIC TRANSPORTATION AUTHORITY SPECIAL MEETING.
  1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$11,359.04.
17. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
18. PUBLIC COMMENTS.
19. ADJOURN.

**City Commission Meeting**

4.

**Meeting Date:** 12/06/2016

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**SUBJECT:**

**CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF NOVEMBER 15, 2016.**

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**Attachments**

Minutes

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MINUTES OF REGULAR MEETING OF THE  
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,  
TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST,  
TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST,  
AND TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY, A PUBLIC TRUST  
HELD ON THE 15TH DAY OF NOVEMBER 2016

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust, met in regular session at 6:30 P.M. on the 15th day of November 2016, in the Council Chambers of the Administration Building of the City of Enid, located at 401 West Owen K. Garriott Road in said city, pursuant to notice given by December 15, 2015 to the Clerk of the City of Enid, and pursuant to notice thereof displayed at the entrance to the Administration Building of said city, in prominent view and which notice was posted prior to 5:00 P.M. on the 14th day of November 2016.

-MAYOR AND BOARD OF COMMISSIONERS-

Mayor Shewey called the meeting to order with the following members present and absent:

PRESENT: Commissioners Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

ABSENT: None.

Staff present were City Manager Jerald Gilbert, City Attorney Andrea Chism, City Clerk Linda Parks, Director of Engineering Services Christopher Gdanski, Public Services Director Billy McBride, Public Utilities Director Louis Mintz, Planning Administrator Chris Bauer, Police Chief Brian O'Rourke, Director of Marketing and Public Relations Steve Kime, Human Resources Director Sonya Key, and Ex-Officio Member Col. Fred Cunningham.

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Pastor Brad Mendenhall from World Harvest Church gave the Invocation, and Mr. Billy McBride led the Flag Salute.

\*\*\*\*\*

Motion was made by Commissioner Ezzell and seconded by Commissioner Vanhooser to approve the minutes of the regular Commission meeting of November 1, 2016, and the vote was as follows:

AYE: Commissioners Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

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Animal Adoption Coordinator Robin Shepherd presented “Gypsy,” a one-year old female Heeler mix, available for adoption at the Enid Animal Shelter.

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A proclamation was read and presented proclaiming the month of November 2016 as “National Family Caregivers Month.”

\*\*\*\*\*

A quarterly update on the Vance Development Authority was given by Mr. Mike Cooper, Vance Development Authority Consultant.

He spoke regarding a recent Commander Group Conference he had attended at Randolph AFB, during which time it was learned that a 700 pilot shortage currently existed in the Air Force. He stated that anything Vance AFB could do to help reduce that number over the next several years would be done, adding that the recent runway extension and joint-use hangar at Enid Woodring Regional Airport, as well as the apron project currently under construction, would help in that respect to increase mission and reduce costs for the Air Force.

He spoke on upcoming changes in the Pentagon and House and Senate due to the recent presidential election, and noted that a Policy Forum would be held to discuss key issues regarding the Defense Budget.

In closing, he spoke regarding an upcoming Energy Conference during which time alternative energy for all military bases in the United States would be discussed. He stated that the capability of having water would was a huge issue that would be discussed, and he applauded efforts by the citizens of Enid for permanently resolving Enid's water issue going forward.

\*\*\*\*\*

Motion was made by Commissioner Vanhooser and seconded by Commissioner Brownlee to approve a resolution amending the 2016-2017 General Fund Budget by appropriating additional funds in the amount of \$105,000.00 to increase the 2016-2017 appropriated amounts for the Stormwater Fund Budget, to acquire approximately 2.5 acres of property located at 616 North Cleveland Street for future expansion of the stormwater detention facility north of Waller Middle School identified in the Master Drainage Plan, and the vote was as follows:

AYE: Commissioners Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

(Copy Resolution)

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Motion was made by Commissioner Vanhooser and seconded by Commissioner Timm to approve a Contract for Sale of Real Estate with Larry William Howard, for the purchase of property located at 616 North Cleveland in the amount of \$100,000.00 plus closing costs, and authorize the Mayor to execute all necessary documents, and the vote was as follows:

AYE: Commissioners Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

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Motion was made by Commissioner Vanhooser and seconded by Commissioner Janzen to approve a resolution amending the 2016-2017 General Fund Budget by appropriating additional funds in the amount of \$233,000.00 to acquire property located along South 8th Street adjacent to Government Springs Park.

Following brief discussion, the vote was as follows:

AYE: Commissioners Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

(Copy Resolution)

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Motion was made by Commissioner Vanhooser and seconded by Commissioner Janzen to approve a Contract for Sale of Real Estate with HD Manning Development Enterprises, LLC, for the purchase of property in Blocks 1, 2, 3 and 4, City Addition, in the amount of \$220,000.00 plus closing costs, and authorize the Mayor to execute all necessary documents, and the vote was as follows:

AYE: Commissioners Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

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Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to approve staff recommendations on the following Consent items as listed, and the vote was as follows:

AYE: Commissioners Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

- (1) Acceptance of work in Project No. S-1606A, sanitary sewer improvements to serve Land Run Town Center Academy Sports and Retail Shops, located at 4406 West Owen K. Garriott Road;
- (2) Acceptance of the following described Public Utility Easement from Combs Hospitality, Inc., located in the N.E./4 of Section 17, Township 22 North, Range 7 W.I.M, for the extension of a public water line in front of Candlewood Suites, located at 1129 East Owen K. Garriott Road, at no cost to the City;

(Copy Description)



- (3) Acceptance of work in Project No. W-1415A, water improvements to serve Candlewood Suites, located at 1129 East Owen K. Garriott Road;
- (4) Acceptance of Oklahoma Water Resources Board Petition to Transfer Ownership of Groundwater Permit No. 1974-149 from Mr. Ralph Cross, located in the N.W./4 of Section 12, Township 21 North, Range 11 W.I.M., Major County;
- (5) Approval of Amendment to the Interlocal Cooperation Agreement between the City of Enid, Garfield County, and Major County for the 911 Board of Enid, Garfield County, and Major County;
- (6) Denial of tort claim submitted by Christopher and Kinsley Jordan for alleged property damage in the amount of \$359.88 due to a sewer backup;
- (7) Approval of placement of bench honorarium at Meadowlake Park near the train depot, as requested by Ms. Trudi Bandy in the name of her father, Mr. Bill Bandy, in accordance with the City's current park naming resolution;
- (8) Approval of Amendment No. 10 to the Owner-Engineer Agreement dated April 2013 with CEC Corporation, to reduce services in support of Project No. A-1301E, Replace Runway 35 Instrument Landing System (ILS), Medium Intensity Approach Lights System (MALSR), and Precision Approach Path Indicator (PAPI) at Enid Woodring Regional Airport, in the deduct amount of \$13,069.41;
- (9) Approval of Amendment No. 11 to the Owner-Engineer Agreement dated September 2007, to reduce services in support of Project No. A.I.P. 3-40-0028-0026-2014, Extend and Light Runway 17/35 and Parallel Taxiway at Enid Woodring Regional Airport, in the deduct amount of \$4,300.00;

and

- (10) Allowance of the following claims for payment as listed:

(List Claims)

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Mayor Shewey recessed the meeting to convene as the Enid Municipal Authority.

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

PRESENT: Trustees Janzen, Brownlee, Ezzell, Wilson, Timm, Vanhooser, Chairman Shewey, Trust Manager Jerald Gilbert, Trust Attorney Andrea Chism, and Secretary Linda Parks.

ABSENT: None.

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Motion was made by Trustee Ezzell and seconded by Trustee Wilson to approve a resolution increasing the 2016-2017 Fiscal Financial Plan for the Enid Municipal Authority in the amount of \$79,995.00, to be used toward the purchase of a trash truck for the Solid Waste Department, and the vote was as follows:

AYE: Trustees Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser and Chairman Shewey.

NAY: None.

(Copy Resolution)

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Motion was made by Trustee Ezzell and seconded by Trustee Wilson to approve the award of purchase of a trash truck for the Solid Waste Department from United Engines, Inc., Oklahoma City, Oklahoma, in the amount of \$229,500.00 per Oklahoma State Purchasing Contract SW197, and the vote was as follows:

AYE: Trustees Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser and Chairman Shewey.

NAY: None.

\*\*\*\*\*

Motion was made by Trustee Ezzell and seconded by Trustee Vanhooser to approve a resolution increasing the 2016-2017 Fiscal Financial Plan for the Enid Municipal Authority in the amount of \$233,000.00 to acquire property located along South 8th Street adjacent to Government Springs Park, and the vote was as follows:

AYE: Trustees Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser and Chairman Shewey.

NAY: None.

(Copy Resolution)

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Motion was made by Trustee Vanhooser to approve a resolution of the Enid Municipal Authority authorizing a loan from the Oklahoma Water Resources Board in the total aggregate principal amount of not to exceed \$15,000,000.00; approving the issuance of a Promissory Note in the total aggregate principal amount of not to exceed \$15,000,000.00, secured by a pledge of revenues and authorizing its execution; designating a local trustee; approving and authorizing the execution of a Trust Agreement; approving and authorizing the execution of a Loan Agreement; approving and authorizing the execution of a Security Agreement; ratifying and confirming a Lease Agreement, as amended; approving and authorizing a Sales Tax Agreement by and between the City of Enid, Oklahoma and the Authority pertaining to a year-to-year pledge of certain sales tax revenue; approving and authorizing a Note Purchase Agreement; approving various covenants; approving and authorizing payment of fees and expenses; and containing other provisions relating thereto, with the modification that the interest rate shall not exceed four and twenty-five/hundredths percent (4.25%).

Motion was seconded by Trustee Brownlee, and the vote was as follows:

AYE: Trustees Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser and Chairman Shewey.

NAY: None.

(Copy Resolution)

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Motion was made by Trustee Ezzell and seconded by Trustee Vanhooser to allow the following claims for payment as listed, and the vote was as follows:

AYE: Trustees Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser and Chairman Shewey.

NAY: None.

(List Claims)

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Chairman Shewey adjourned the meeting to convene as the Enid Public Transportation Authority.

- TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY -

PRESENT: Trustees Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser, Chairman Shewey, General Manager Jerald Gilbert, Trust Attorney Andrea Chism, and Secretary Linda Parks.

ABSENT: None.

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Motion was made by Trustee Wilson and seconded by Trustee Ezzell to approve a resolution amending the 2016-2017 Fiscal Financial Plan for the Enid Public Transportation Authority in the amount of \$279,700.00, to fund operations at Enid Public Transportation for the period January through June 2017, and the vote was as follows:

AYE: Trustees Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser and Chairman Shewey.

NAY: None.

(Copy Resolution)

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Motion was made by Trustee Timm and seconded by Trustee Wilson to allow the following claims for payment, and the vote was as follows:

AYE: Trustees Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser and Chairman Shewey.

NAY: None.

(List Claims)

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Chairman Shewey adjourned the meeting to reconvene as the Enid City Commission.

- MAYOR AND BOARD OF COMMISSIONERS -

Motion was made by Commissioner Ezzell and seconded by Commissioner Timm to approve a resolution of the City of Enid, Oklahoma, approving action taken by the Enid Municipal Authority authorizing issuance, sale and delivery of a Promissory Note of the Authority to the Oklahoma Water Resources Board; ratifying and confirming a Lease Agreement and Operation and Maintenance Contract, as amended; approving and authorizing a Sales Tax Agreement by and between the City and the Authority pertaining to a year-to-year pledge of certain sales tax revenue; and containing other provisions related thereto, and the vote was as follows:

AYE: Trustees Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser and Chairman Shewey.

NAY: None.

Thereupon, motion was made by Commissioner Ezzell to approve the Emergency Section of said resolution, which motion was seconded by Commissioner Wilson, and the vote was as follows:

AYE: Trustees Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser and Chairman Shewey.

NAY: None.

(Copy Resolution)

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Ms. Diane Levesque, 1324 West Oak Avenue, addressed commissioners. She commented on the recent increase in sales tax revenue in Enid, as well as the continued increase in sales tax revenue in Kingfisher. She also spoke on the migration of Monarch butterflies, and applauded Director of Marketing and Public Relations Steve Kime for Enid Television Network's recent video of the butterflies at Dillingham Gardens.

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Ms. Janet Cordell, 1701 Surry Lane, addressed commissioners. She spoke regarding the Community Collaboration, consisting of representatives from hospitals, clinics, healthcare facilities, and other entities involved in health care, and its concern for transportation for patients going to and from hospital and doctor visits. She thanked the Commission for funding the Enid Public Transportation Authority, and asked that they continue to support its future funding as related to transportation for medical needs.

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Motion was made by Commissioner Vanhooser and seconded by Commissioner Timm to convene into Executive Session pursuant to 25 O.S. §307(B)(3) to discuss the purchase of real property, and pursuant to 25 O.S. §307(C)(10) to discuss matters pertaining to economic development, because an Executive Session is necessary to protect the confidentiality of the business, and the vote was as follows:

AYE: Commissioners Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

The meeting convened into Executive Session at 7:03 P.M.

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In Executive Session, the Commission discussed the purchase of real property and matters pertaining to economic development.

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Motion was made by Commissioner Ezzell and seconded by Commissioner Wilson to reconvene into regular session, and the vote was as follows:

AYE: Commissioners Janzen, Brownlee, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

Commissioner Janzen absent from vote.

The meeting reconvened into regular session at 8:34 P.M.

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There being no further business to come before the Board at this time, motion was made by Commissioner Ezzell and seconded by Commissioner Wilson that the meeting adjourn, and the vote was as follows:

AYE: Commissioners Brownlee, Ezzell, Timm, Wilson, Vanhooser and Mayor Shewey.

NAY: None.

Commissioner Janzen absent from vote.

The meeting adjourned at 8:34 P.M.

**City Commission Meeting**

6. 1.

**Meeting Date:** 12/06/2016

**Submitted By:** Andrea Chism, City Attorney

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**SUBJECT:**

**CONSIDER A RESOLUTION CREATING A MEMORIAL TREE AND BENCH PROGRAM.**

**BACKGROUND:**

This program was considered at the November 15, 2016, Study Session. It will provide a standardized memorial tree and branch program.

**RECOMMENDATION:**

Approve resolution.

**PRESENTER:**

Kevin Boehm, Parks Supervisor

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**Attachments**

Resolution

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**A RESOLUTION ADOPTING A MEMORIAL TREE AND BENCH PROGRAM FOR THE CITY OF ENID**

**RESOLUTION**

**WHEREAS**, the City Commissioners of the City of Enid, the Trustees of the Enid Municipal Authority (EMA) and the Trustees of the Enid Economic Development Authority (EEDA), collectively referred to as the “Governing Body,” have determined that a procedure is necessary to standardize memorials donated to the City of Enid and placed on property belonging to the City of Enid or any of its related Trusts;

**NOW THEREFORE**, be it resolved by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, that the City of Enid hereby adopts the Tree and Bench Donation Program, along with the procedure outlined below.

1. Purpose. The purpose of this Resolution is to set forth the procedures for the donation and placement of tree and bench memorials placed on property owned by the City of Enid or any of its related public trusts.
2. Application and Fee. Applications are available at the Office of the City Clerk and the Parks and Recreation Department. The application process is as follows:
  - a. Applications must be turned in to the Parks and Recreation Department. Each application shall be accompanied by the current applicable fee. Applications received without the applicable fee will neither be processed nor considered.
  - b. The application will be reviewed by the Parks and Recreation Supervisor to determine the appropriate location for placement. The Parks and Recreation Supervisor may take into consideration the donor’s preference.
  - c. The application and recommended placement location will be forwarded to the City Manager for final approval.
3. Purpose of Donation. Donations are limited to the following:
  - a. General Donation. Any person, organization, company, etc. may make a general tree or bench donation.
  - b. Family Memorial. Any person or group of persons related by blood or marriage may make a tree or bench donation to honor or remember a family member.
4. Types of Donation; Selection:
  - a. Trees. The applicant may choose a tree from a list maintained by the Parks and Recreation Department.

- b. Benches. The bench style will be selected by the Parks and Recreation Department.
5. Plaques. A plaque will be provided for each donation. The size and shape of the plaque will depend on the type of donation, but will otherwise be standard. The wording on the plaque will depend on the purpose of the donation, but will otherwise be standard.
- a. Where the purpose of the donation is to honor or remember a family member, the plaque will include only the following language:
- 1) The name of the person being honored; and,
  - 2) The birth year and year of death of the person being honored (optional): and,
  - 3) The presentation date; and,
  - 4) If the donation was a tree, the common and/or scientific name of the tree (optional); and,
  - 5) The donor may select one of the following three phrases: "IN MEMORY OF," "IN HONOR OF," or "FROM THE FAMILY OF."
- b. Where the purpose of the donation is a general donation, the plaque will include only the following language:
- 1) If the donation was a tree, the scientific name of the tree; and,
  - 2) The name of the person, organization, company, etc. making the donation; and,
  - 3) The presentation date.

Passed and approved this 6th day of December, 2016.

THE CITY OF ENID, OKLAHOMA

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William E. Shewey, Mayor

[SEAL]

ATTEST:

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Linda S. Parks, City Clerk

Approved as to Form and Legality:

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Andrea L. Chism, City Attorney

DRAFT

**City Commission Meeting**

**6. 2.**

**Meeting Date:** 12/06/2016

**Submitted By:** Andrea Chism, City Attorney

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**SUBJECT:**

**CONSIDER A RESOLUTION AMENDING THE PROCEDURES FOR NAMING OR RENAMING FACILITIES OWNED BY THE CITY OF ENID.**

**BACKGROUND:**

This resolution amends the Procedures for Naming or Renaming Facilities Owned by the City of Enid dated July 2, 2013. This resolution will remove regulation of tree and bench plaques and memorial stones from this procedure, allowing tree and bench plaques to be regulated by the newly created Memorial Tree and Bench Program.

**RECOMMENDATION:**

Approve resolution.

**PRESENTER:**

Andrea L. Chism, City Attorney.

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**Attachments**

Resolution

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**A RESOLUTION SETTING FORTH THE PROCEDURES FOR NAMING  
OR RENAMING FACILITIES OWNED BY THE CITY OF ENID**

**RESOLUTION**

**WHEREAS**, the City Commissioners of the City of Enid, the Trustees of the Enid Municipal Authority (EMA) and the Trustees of the Enid Economic Development Authority (EEDA), collectively referred to as the “Governing Body,” have determined that a procedure is necessary for naming or renaming City of Enid facilities; and,

**NOW THEREFORE**, be it resolved by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, that the following procedures are hereby adopted for the naming or renaming of City of Enid facilities.

1. Purpose. The purpose of this Resolution is to set forth the procedures for naming or renaming facilities owned by the City of Enid. The Facility Naming Procedure will establish a process of reviewing naming proposals and provide a process by which citizens of the City of Enid can assist the City with naming or renaming of City facilities. It will ensure that diversity, balance and creativity are used in selecting names for facilities and ensure duplication of names is avoided.
2. Naming of Facilities:
  - a. Without action by the Commission, a new facility shall keep the name that was assigned as the project building name. When an existing facility comes under the ownership of the City, it will retain its name without Commission action.
  - b. A facility should not be renamed without a showing of a well-documented benefit to the City of Enid. The procedures for renaming of existing facilities shall apply just as it does for new facilities.
3. Application and Fee. An application may be made to the City Clerk of the City of Enid by any resident to name or rename a City of Enid facility. Applications are available at the Office of the City Clerk. The application process is as follows:
  - a. Applications must be turned in to the Office of the City Clerk. Each application shall be accompanied by a Five Hundred Dollar (\$500.00) application fee, a detailed cost estimate and drawing of the memorial and a petition with the names, addresses and signatures of at least twenty-five (25) registered voters in the City of Enid.
  - b. If the application seeks the naming of a City park or a facility within a City park, the City Clerk will forward the application to the Park Board.
  - c. If the application seeks the naming of any other facility, the City Clerk shall place an item on the agenda for review and determination by the City Commission.

- d. If the application is approved, the application fee shall be applied to the cost of the plaque. If the application is not approved, the application fee shall be returned to the applicant.

4. Parks or Facilities within Parks:

- a. The Park Board of the City of Enid shall, at a public meeting, review applications for the naming of parks or facilities within parks. The Park Board shall make its recommendation to the City of Enid Commissioners for final determination.
- b. Upon receipt of the Park Board's recommendation, the City Clerk of the City of Enid shall place an item on the agenda for review and determination by the City Commission.

5. Portions of Facilities:

- a. Portions of facilities owned by the City of Enid, but managed by a third party, shall be named or renamed according to the policy adopted by the third party if that policy has been approved by the City of Enid Commission.
- b. Portions of facilities owned and operated by the City of Enid shall follow the procedure in Paragraph 2 for naming.
- c. When naming a portion of a facility, the portion should only be named when there is a recognizable portion separate from the rest of the facility.

~~6. Other Facilities:~~

- ~~a. An application may be made to the City Clerk of the City of Enid by any resident to name a City of Enid facility.~~
- ~~b. Upon receipt of the application, the City Clerk of the City of Enid shall place an item on the agenda for review and determination by the City Commission.~~

76. Criteria to Consider. The Commission shall consider, but shall not be limited to, the following criteria when reviewing an application for naming of a City of Enid facility.

- a. Facilities and properties with a deed restriction may not be renamed.
- b. The effect on the surrounding community the naming of a facility may cause.
- c. Neighborhood or geographical identification; and,
- d. Natural or geological features; and,
- e. Historical or cultural significance; and,

- f. Preference of residents in the neighborhood surrounding the facility; and,
- g. Applications to name a facility after an individual shall receive careful scrutiny and evaluation. Documentation shall be provided with the application to show that the individual has rendered significant service to the City of Enid and/or that the individual has made a substantial gift to the City of Enid for the project.

| 87. Signage and Memorials:

a. Generally:

- 1) To the extent feasible, a uniform system of external marking of facility names should be used. Signage and memorials must be approved by the City Commission in advance of placement.
- 2) The size, design, wording and location shall be approved by the City Commission in advance of placement.
- 3) Any sign or memorial placed on City property without prior approval will be removed by the City.
- 4) Applicants shall pay the cost of signage and memorials.

b. Standards:

- ~~1) Tree Plaques. Tree plaques shall be six inches by eight inches (6" x 8").~~
- ~~2) Bench Plaques. Bench plaques shall be two inches by ten inches (2" x 10").~~
- 31) Building Plaques. Building plaques shall be twenty inches by twenty-four inches (20" x 24").
- 42) Memorial Stones. Memorial stones shall be twenty inches (20") round.

| 98. Determination by City Commission. The City Commission may conditionally approve or deny any application.

- a. If the application is denied, the same application may not be made for two (2) years.
- b. Conditional Approval. The City Commission may conditionally approve any application. The City Commission may require the following modifications:
  - 1) Change(s) to the size, design, wording and/or location of signage and memorials.

- 2) Selection of a different facility or portion of facility to be named.
- c. Approval. If the naming or renaming of a facility is approved and the signage or memorial paid for by the applicant, that particular facility shall be ineligible, absent exigent circumstances, for a minimum of ten (10) years.

Passed and approved this 6th day of December, 2016.

THE CITY OF ENID, OKLAHOMA

\_\_\_\_\_  
William E. Shewey, Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
Linda S. Parks, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Andrea L. Chism, City Attorney



**City Commission Meeting**

**6. 3.**

**Meeting Date:** 12/06/2016

**Submitted By:** Andrea Chism, City Attorney

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**SUBJECT:**

**CONSIDER A RESOLUTION AMENDING THE RULES FOR CONDUCTING MEETINGS OF THE CITY COMMISSION OF THE CITY OF ENID, THE ENID MUNICIPAL AUTHORITY, THE ENID ECONOMIC DEVELOPMENT AUTHORITY AND THE ENID PUBLIC TRANSPORTATION AUTHORITY.**

**BACKGROUND:**

At the Mayor's request, this resolution will increase the time allowed for public comment to five (5) minutes. Additionally, this resolution will add the Enid Public Transit Authority to the Order of Business, correct the language regarding emergency resolutions, and clarify executive sessions..

**RECOMMENDATION:**

Approve resolution.

**PRESENTER:**

Andrea L. Chism, City Attorney.

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**Attachments**

Resolution

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**A RESOLUTION AMENDING THE RULES FOR CONDUCTING MEETINGS OF THE CITY COMMISSION OF THE CITY OF ENID, THE ENID MUNICIPAL AUTHORITY AND THE ENID ECONOMIC DEVELOPMENT AUTHORITY.**

**RESOLUTION**

**WHEREAS**, the City Commissioners of the City of Enid, the Trustees of the Enid Municipal Authority (EMA) and the Trustees of the Enid Economic Development Authority (EEDA), collectively referred to as the “Governing Body,” have reviewed the rules governing the conduct of meetings; and,

**WHEREAS**, the meetings of the Governing Body are business meetings and involve the exercise of legislative authority, and are by their very nature, conducted in a deliberative and responsible manner; and,

**WHEREAS**, the Governing Body desires to set forth new rules for the conduct of its meetings.

**NOW THEREFORE**, be it resolved by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, that the following rules are hereby adopted for use by the Governing Body.

1. Presiding Officer.

A. The Presiding Officer of the Governing Body shall be the Mayor. In the Mayor’s absence, a Mayor Pro-Tem shall preside. The Mayor Pro-Tem shall then serve as Vice Chairman of the Authorities. Each Commissioner shall serve as Mayor Pro-Tem for six (6) months according to their listing, provided that in the event both the Mayor and the Mayor Pro-Tem are absent or unable to fulfill the functions of said officer, the Commissioner whose name next appears on the list shall serve in the place of said Mayor Pro-Tem.

B. The Presiding Officer shall preserve strict order and decorum at all meetings and shall state every question coming before the Governing Body, announce the results of all votes on all subjects, and decide all questions of order. Concerning questions of order, the Presiding Officer may confer with the City Attorney who serves as parliamentarian for the Governing Body. Decisions of the Presiding Officer may be appealed to the Governing Body and upon a motion and second, a majority vote of the Governing Body may overrule said decision.

2. Open Meeting Law. The Open Meeting law (25 O.S. § 301 et seq.) shall be followed for all meetings of the Governing Body and they shall be open to the public except for executive sessions as set out in Paragraph 5. However, informal gatherings of a majority of the Governing Body where no City business is discussed are not considered meetings under the Open Meeting Act and are exempt from the notice requirements.

3. Regular Meetings.

- A. The Governing Body shall hold regular meetings on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) Tuesdays of each month, at 6:30 p.m., pursuant to notice filed with the City Clerk before December 15th of each year for regularly scheduled meetings of the Public Body for the following calendar year. All agendas must be posted in prominent view, twenty-four (24) hours in advance of such meetings, excluding Saturday, Sunday and state holidays, at the principal office of the public body.
- B. Notice of change of meeting place, time or date must be given to the City Clerk not less than ten (10) days prior to implementation of such change.
- C. An item may be placed on the agenda by the City Manager, City Attorney, Mayor or one (1) Commissioner.
- D. Only matters listed on the agenda and new business may be considered at a regular meeting. New business is defined as any matter that was not known about or could not have been reasonably foreseen prior to the time of posting the agenda.
- E. Reconvened Meetings: To carry on business from a previous meeting, only matters appearing on the agenda at the previous meeting may be considered. Announcement of the date, time and place of the reconvened meeting is to be made at the original meeting.
- F. Cancellation: In the event that the Governing Body does not need to meet, the Presiding Officer may cancel a regular meeting, but in no instance shall more than one meeting be cancelled in any month.

~~G. Members of the Governing Body may attend by videoconference. The link must allow visual and auditory communication between and among members of the Governing Body and members of the public by interactive telecommunication.~~

4. Special Meeting.

- A. The Mayor, any two (2) Commissioners or the City Manager may call a special meeting.
- B. The call shall designate the time and place of the special meeting. Notice of the meeting shall be given forty-eight (48) hours in advance of the meeting to the Clerk.
- C. Only matters listed on the agenda may be considered.

5. Executive Session.

- A. Notice of an executive session of the Governing Body will be placed on the agenda in accordance with 25 O.S. § 307, which allows the ~~governing body~~Governing Body to discuss an item in Private. This may be done at the request of the Mayor, any two (2) Commissioners, the City Manager, or by the City Attorney.
- B. Generally, the City Attorney drafts executive session agenda items and said agenda must comply with 25 O.S. § 311. Only specific matters as outlined in Section 307 may be discussed in executive session. The types of matters usually discussed are: listed below. Additional permitted executive session discussions are found in 25 O.S. § 307.
- 1) Employment of individual salaried employees;
  - 2) Negotiations concerning employees with Unions;
  - 3) The purchase or appraisal of real property; ~~or~~
  - 4) Confidential communications with its attorney concerning a pending investigation, claim, action or litigation; ~~or~~
  - 5) Economic development where the matter discussed would interfere with the development of products or services or if public disclosure would violate the confidentiality of the business.
- C. A motion, second and a majority vote of the quorum of the members present is required to go into executive session.
- D. During an executive session, a vote shall not be held. If a vote is necessary, the ~~governing body~~Governing Body must reconvene into regular or special session to take action.
- E. No discussion may occur which does not directly relate to the specific reason announced as justification for the executive session.
- F. Minutes of the executive sessions will be taken and maintained by the City Attorney.
6. Emergency Meeting. An emergency meeting may be called without providing regular notice to the public. An emergency is defined as a situation involving injury to persons or injury and damage to public or personal property or immediate financial loss when the time requirements for public notice of a special meeting would make such procedure impractical and increase the likelihood of injury or damage resulting in an immediate financial loss. The person calling the emergency meeting shall give as much time as is reasonable or possible. The minutes of said meeting shall state the nature of said emergency, the proceedings occurring at the meeting and reasons for declaring such emergency meeting.

7. Study Session.

- A. Study sessions are generally scheduled for 5:00pm on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) Tuesdays or as noticed to the City Clerk. Regular scheduled study sessions are governed by the same notice and posting rules as regular business meetings as outlined in paragraph 2. Special study session meetings may be called using the same procedure as outlined in paragraph 3.
- B. Study sessions are for the ~~governing body~~Governing Body, staff and presenters to review and study particular issues and are not for the ~~specific~~ purpose of receiving comments from the public. ~~When there is sufficient time~~When desired by the Governing Body, public input may be permitted. Any persons desiring to speak should let the Presiding Officer know before the meetings, if possible. The Presiding Officer may limit the time for ~~public~~ input in order to expedite the discussion on the agenda items.
- C. No action shall be taken nor motions made at a study session.

8. Quorum. A majority of the Governing Body shall constitute a quorum at any meeting. Generally, actions are valid if they receive a favorable vote from a majority of the Governing Body in attendance. However, certain actions, due to State Law or the City Charter, may require a larger, favorable vote for adoption. Generally, the agenda should note where more than a majority is required.

9. Order of Business

- A. Generally, the order of the meeting shall be as follows:

- I. CALL TO ORDER/ROLL CALL
- II. ~~FLAG SALUTE~~INVOCATION
- III. ~~INVOCATION~~FLAG SALUTE
- IV. APPROVAL OF MINUTES
- V. AWARDS, PRESENTATIONS, AND ORGANIZATIONAL BUSINESS
- VI. PUBLIC HEARINGS
- VII. COMMUNITY DEVELOPMENT
- VIII. ADMINISTRATION
- IX. CONSENT ITEMS
- X. RECESS TO CONVENE AS ENID MUNICIPAL AUTHORITY
- XI. ENID MUNICIPAL AUTHORITY TRUSTEE ROLL CALL
- XII. ENID MUNICIPAL AUTHORITY AGENDA
- XIII. ADJOURNMENT TO CONVENE AS ENID ECONOMIC DEVELOPMENT AUTHORITY
- XIV. ENID ECONOMIC DEVELOPMENT AUTHORITY TRUSTEE ROLL CALL
- ~~XIII~~XV. ENID ECONOMIC DEVELOPMENT AUTHORITY AGENDA

XVI. ADJOURN TO CONVENE AS THE ENID PUBLIC TRANSPORTATION AUTHORITY

XVII. ENID PUBLIC TRANSPORTATION AUTHORITY TRUSTEE ROLL CALL

XVIII. ENID PUBLIC TRANSPORTATION AUTHORITY AGENDA

~~XIX.~~ ADJOURNMENT TO RECONVENE AS CITY ~~CITY~~ COMMISSION

~~XV. NEW BUSINESS (only at regular meetings)~~

~~XVXXX.~~ PUBLIC ~~DISCUSSION~~COMMENT

~~XVHXXI.~~ EXECUTIVE SESSION

~~XVXXXII.~~ NEW BUSINESS (only at regular meetings)

~~XVHXXIII.~~ ADJOURNMENT

- B. At the beginning of each meeting, the City Clerk shall note the members of the ~~governing body~~ Governing Body who are present and those who are absent for the minutes.
- C. An electronic voting board will be used for the purposes of tallying the votes. The Presiding Officer will announce the voting results after each vote.
- D. Consent Items.
- 1) The purpose of the consent agenda is to expedite the approval of procedural business, or items of a routine nature. Consent items may include all business items except ordinances and resolutions.
  - 2) A member of the Governing Body may request that the item be removed from the consent agenda for discussion. (The request need not be voted upon by the Commission.)
  - 3) Approval of the consent agenda shall be by majority vote of the Governing Body.
10. Reading of Minutes. Unless requested by a member of the Governing Body, the minutes may be approved without reading them.
11. Awards, Presentations, and Organizational Business. Appointments, proclamations, special presentations or organizational business are appropriate during this part of the meeting.
12. Rules of Debate Among the Governing Body.
- A. Getting the Floor: A member desiring to speak shall address the Presiding Officer and upon recognition, shall be confined to the question under debate.
  - B. Interruptions: A member, once recognized, shall not be interrupted when speaking unless to be called to order by the Presiding Officer, or as hereinafter provided. If a

member, while speaking, is called to order, the member shall cease speaking until the questions of order are determined and if in order, shall be permitted to proceed.

- C. Motions: Any member may move an item for adoption or rejection.
- D. Motion to Reconsider: A motion to reconsider any action taken by the Governing Body may be made during the same session, or at a recessed or adjourned session thereof. Such motion must be made by a member who voted on the prevailing side, but may be seconded by any member, and may be made at any time. Such motions shall have precedence over all other motions and shall be debatable. Motions to reconsider an action taken at a preceding meeting should be placed on a new agenda like any other item of business.
- E. Protest by Member: A member of the Governing Body may have the reasons for dissenting against an action entered in the minutes by requesting the same at the meeting. Similarly, a member may request of the Presiding Officer the privilege of having an abstract of their statements on any subject entered in the Minutes for any reason.
- F. Procedure: Robert's Rules of Order, Revised, shall be observed and shall govern procedure in all instances, unless modified by these rules, state law or City Charter.
- G. Voting: An abstention shall be recorded in the minutes as an abstention and pursuant to state law will be counted as a no vote.

13. Ordinances.

- A. Ordinances may be placed on an agenda for review, discussion or passage. All ordinances shall be submitted to the City Attorney for approval as to form and legality.
- B. The effective date of an ordinance is 30 days from passage unless it provides a later effective date or it is passed with an emergency clause. An emergency clause requires a separate vote from the ordinance itself, and must be passed by six (6) affirmative votes.
- C. When an ordinance is tabled, it shall be brought back to the Governing Body in the same form as when it was previously considered, unless modified by motion.
- D. In the event an ordinance is continued to a certain date or time, it will automatically appear on the agenda for that meeting.

14. Resolutions of the City Commission. Resolutions must be in writing and shall become effective ~~immediately upon passage~~30 days from passage unless it is passed with an emergency clause. An emergency clause requires a separate vote from the resolution itself, and must be passed by five (5) affirmative votes.

15. Public Hearings. Certain matters are set specifically to receive public comment. At these hearings, the amount of time each member of the public will be given to provide input shall be announced at the beginning of the hearing. Generally, ~~three-five~~ (35) minutes will be provided.
16. Appeals or Matters Involving Opposing Parties. When parties are to be heard in a quasi-judicial setting, such as an appeal from a decision of another board or commission, the parties shall be given a set amount of time to present their information. The amount of time will generally be longer than ~~three-five~~ (35) minutes but will be commensurate with the subject discussed. In an instance when the City may be considered an opposing party, the staff person who is to present the City's argument should be given the same approximate time as that given to the opposing party. Generally, the procedure to be used should be outlined in the agenda. The parties are encouraged to submit written materials in support of their position in time for them to be included as an attachment to the agenda.
17. Public Input, Generally
- A. Any person may be heard on any item on the agenda if they sign up for discussion prior to the meeting, or request to speak during the meeting.
  - B. A person will be permitted to address the Governing Body only one (1) time and for a specified period of time (generally ~~three-five~~ (35) minutes), on any given item unless more or less time is specified or an additional chance to comment is given by the Presiding Officer.
  - C. Persons addressing the Governing Body shall give their names and addresses in an audible tone of voice for the record.
  - D. When persons with like interests plan to speak on an issue, they are encouraged to designate one spokesman to deliver the presentation and said speaker can submit a list of the names and addresses of the persons who concur with said presentation to the Governing Body. When a spokesperson is selected, this person will generally be given additional time to speak.
  - E. Persons addressing the ~~governing body~~ Governing Body should direct all remarks to the Presiding Officer. Disruptive or aggressive behavior is not appropriate and may result in the enforcement of decorum under paragraph 21. \_\_\_\_\_
18. Public ~~Discussion~~ Comment.
- A. The purpose of public discussion is to provide the public an opportunity to speak their mind. Any person may address the ~~governing body~~ Governing Body during public discussion. ~~They may if they~~ sign up ~~before~~ before for discussion prior to the meeting or request to speak during the meeting.



B. No action or vote shall be taken during Public ~~Discussion~~Comment, but a Commissioner indicating that a particular matter should be placed on a future agenda for consideration is not prohibited.

C. Generally, five (5) minutes will be provided for each speaker.

20. Citizen Petitions to be Filed with the City Clerk. All citizen petitions shall be filed with the City Clerk and receipt thereof noted in the Minutes. The full copy of the Petition shall be retained by the City Clerk as a public record.

21. Decorum.

A. Breach of Decorum: Any person who becomes aggressive or disruptive during a meeting or otherwise fails to comply with the request of the Presiding Officer may be asked to cease this conduct and/or leave the meeting by the Presiding Officer. If the person continues to ~~disrupt the assembly~~the behavior or will not leave as requested, the person may be subject to removal by the ~~Sergeant at Arms~~Marshal or other law enforcement officer.

B. Enforcement of Decorum: The ~~Marshal Presiding Officer may designate a Sergeant at Arms, who shall be a member of the Police Department, and who shall~~ maintain order and decorum at the meetings, as directed by the Presiding Officer. Should the Marshal be unavailable, the Presiding Officer may direct another law enforcement officer in attendance to perform those duties.

22. Recess. Recess shall be called at the discretion of the Presiding Officer.

23. Adjournment. A motion to adjourn shall always be in order and decided without debate. A lesser number than a quorum may adjourn a meeting.

Passed and approved this 6th day of December, 2016.

THE CITY OF ENID, OKLAHOMA

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William E. Shewey, Mayor

[SEAL]

ATTEST:

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Linda S. Parks, City Clerk

Approved as to Form:

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Andrea L. Chism, City Attorney

DRAFT

**City Commission Meeting**

**6. 4.**

**Meeting Date:** 12/06/2016

**Submitted By:** Andrea Chism, City Attorney

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**SUBJECT:**

**CONSIDER AN ORDINANCE ADOPTING THE 2015 INTERNATIONAL RESIDENTIAL CODE.**

**BACKGROUND:**

This was reviewed at the November 15, 2016 Study Session. This ordinance will adopt the 2015 International Residential Code.

**RECOMMENDATION:**

Approve ordinance.

**PRESENTER:**

Andrea L. Chism, City Attorney.

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**Attachments**

Ordinance

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ORDINANCE NO. 2016-\_\_\_\_

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 9, ENTITLED "BUILDING REGULATIONS," CHAPTER 2, ENTITLED "RESIDENTIAL CODE," SECTION 9-2-1, ENTITLED "BUILDING CODE ADOPTED," TO ADOPT THE 2015 INTERNATIONAL RESIDENTIAL CODE; AMENDING TITLE 9, ENTITLED "BUILDING REGULATIONS," CHAPTER 2, ENTITLED "RESIDENTIAL CODE," SECTION 9-2-2, ENTITLED "AMENDMENTS," TO ADOPT AMENDMENTS MADE BY THE OKLAHOMA UNIFORM BUILDING CODE COMMISSION; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, AND CODIFICATION.

ORDINANCE

BE IT ORDAINED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA:

Section I: That Title 9, Chapter 2, Section 9-2-1 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**9-2-1: INTERNATIONAL RESIDENTIAL CODE ADOPTED:**

A. Adoption: ~~There is hereby adopted for the purpose of providing minimum standards for the construction, alteration, equipment, use and occupancy of one and two family dwellings and townhouses pursuant~~ Pursuant to 59 Oklahoma Statutes section 1000.23, ~~the City of Enid hereby adopts~~ that certain building code known as the ~~international residential code~~ International Residential Code (IRC), ~~2009-2015~~ edition, as amended by the Oklahoma Uniform Building Code Commission ~~and modified in this chapter, excluding appendix chapters, for the purpose of providing minimum standards for the construction, alteration, equipment, use and occupancy of one- and two-family dwellings and townhouses.~~

1.        Where such code conflicts with other adopted codes, the more restrictive shall apply.

2.        Three (3) copies of said adopted code have been and are now on file in the office of the ~~city clerk~~ City Clerk.

~~B. Appendices: None of the appendices of the IRC 2009 are adopted. The city of Enid, Oklahoma, is also not adopting the appendices created by the Oklahoma uniform building code commission, identified as "appendix R: automatic fire systems", and "appendix S: energy efficiency".~~

CB. Violation: No person shall violate any of the provisions of the publication adopted in subsection A of this section. (Ord. 2012-01, 1-19-2012) A violation shall be punishable

by a fine of one hundred dollars (\$100.00) plus costs and fees; unless the person has previously been convicted of a violation of one of the Building Regulations found in Chapter 9 of this Code (technical codes) within the last three (3) years, then a violation shall be punishable by a fine of up to two hundred dollars (\$200.00) plus costs and fees; or unless the person has previously been convicted of a violation of one of the technical codes twice or more within three (3) years, then a violation shall be punishable by a fine of up to five hundred dollars (\$500.00) plus costs and fees.

Section II: That Title 9, Chapter 2, Section 9-2-2 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

**9-2-2: AMENDMENTS:**

The ~~international residential code~~ International Residential Code, 2009-2015 edition, is hereby amended in the following respects:

~~Section R101.1, "Title," is hereby amended to read as follows: These provisions shall be known as the residential code for one- and two-family dwellings of the city of Enid, and shall be cited as such, and will be referred to herein as "this code."~~

~~Chapter 3, "Building Planning," is hereby amended as follows:~~

~~Section R302.1.1, "Design Criteria," is hereby amended as follows:~~

~~Table R301.2 (1), "Climatic And Geographic Design Criteria," is hereby amended and shall now appear as follows:~~

Ground Snow Load	Wind Design		Seismic Design Category	Subject To Damage From		
	Speed (mph)	Topographic Effects		Weathering	Frost Line Depth	Termite
15 psf	90	No	B	Moderate	20 inches	Moderate to heavy

Winter Design Temp	Ice Barrier Underlayment Required	Flood Hazards	Air Freezing Index	Mean Annual Temp
10°F	No	F.I.S. 9/30/95	477°F-days	60.3°F

~~Table R302.1, "Exterior Walls," has been modified for a minimum fire separation distance for walls and projections. Walls have been changed from 5 feet to 3 feet. Projections have been changed from greater than or equal to 2 feet or 5 feet to greater than or equal to 2 feet or 3 feet.~~

~~Section R311.7.4.1, "Riser Heights," is hereby amended to read as follows: The maximum riser height shall be  $7\frac{3}{4}$  inches (196 mm). The riser shall be measured vertically between the leading edges of the adjacent treads. The greatest riser height within any flight of stairs shall not exceed the smallest by more than  $\frac{3}{8}$  inch (9.5 mm) at rough-in. Top and bottom risers may vary by  $\frac{3}{4}$  inch at final inspection, not to exceed  $7\frac{3}{4}$  of an inch (196 mm).~~

~~Section R313.2, "One And Two Family Dwelling Automatic Fire Systems," has been moved to appendix R, "automatic fire systems," and is not adopted as a minimum standard for residential construction.~~

~~Section R313.2.1, "Design And Installation," has been moved to appendix R, "automatic fire systems," and is not adopted as a minimum standard for residential construction.~~

~~Section R315.1, "Carbon Monoxide Alarms," has been modified to include the following exception: If a residence with an attached garage has a sealed door between the residence and the garage; and no fuel burning appliances in the residence, then carbon monoxide detection is not required within the residence.~~

~~Section R323.1, "General," is hereby amended to read as follows: This section applies to the construction of storm shelters when constructed as separate detached buildings or when constructed as safe rooms within buildings for the purpose of providing safe refuge from storms that produce high winds, such as tornados and hurricanes. In addition to other applicable requirements of this code, storm shelters shall be constructed in accordance with one of the following: ICC/NSSA 500 or FEMA 320 or other equivalent engineered system.~~

~~Chapter 4, "Foundations," is hereby amended as follows:~~

~~Section R402.2, "Concrete," is amended to include the following exception: Interior concrete slabs on grade and enclosed garage slabs are not required to be air entrained.~~

~~Section R403.1.6, "Foundation Anchorage," is amended to include the following exception: Wood sole plates of braced wall panels at building interiors on monolithic slabs may be anchored using connector(s) with a shear capacity of 2300 pounds and a tensile capacity of 800 pounds over a maximum of 6 feet.~~

~~Section R406.2, "Concrete And Masonry Foundation Waterproofing," is hereby amended to include an additional option for waterproofing: Bentonite.~~

~~Chapter 5, "Floors," is hereby amended as follows:~~

~~Section R506.2.3, "Vapor Retarder," is hereby amended to read as follows: A 6 mil (0.006 inch; 152 micrometers) polyethylene sheeting, other industry accepted vapor retarder products~~

~~installed per manufacturer specifications or approved vapor retarder with joints lapped not less than 6 inches (152 mm) shall be placed between the concrete floor slab and the base course or the prepared subgrade where no base course exists. Exception: The vapor retarder may be omitted: 1. From detached garages, utility buildings and other unheated accessory structures. 2. For unheated storage rooms having an area of less than 70 square feet (6.5 m<sup>2</sup>) and carports. 3. From driveways, walks, patios and other flatwork not likely to be enclosed and heated at a later date. 4. Where approved by the building official, based on local site conditions.~~

Chapter 6, "Wall Construction," is hereby amended as follows:

~~Section R602.4, "Interior Load-Bearing Walls," is hereby amended to read as follows: Interior load-bearing walls shall be constructed, framed and fireblocked as specified for exterior walls. Table R602.3(5) shall be used to establish stud spacing of walls up to 10 feet (3048 mm) high, and table R602.3.1 shall apply to walls over 10 feet (3048 mm) high.~~

~~Section R602.10.6, "Braced Wall Panel Connections," is hereby amended to read as follows: Braced wall panels shall be connected to floor framing or foundations as follows:~~

~~1. Where joists are perpendicular to a braced wall panel above or below, a rim joist, band joist, or blocking shall be provided along the entire length of the braced wall panel in accordance with figure R602.10.6(1). Fastening of top and bottom wall plates to framing, rim joist, band joist and/or blocking shall be in accordance with table R602.3(1).~~

~~2. Where joists are parallel to a braced wall panel above or below, a rim joist, end joist, or other parallel framing member, shall be provided directly above and below the braced wall panel in accordance with figure R602.10.6(2). Where parallel framing member cannot be located directly above and below the panel, full-depth blocking at 16 inch (406 mm) spacing shall be provided between the parallel framing members to each side of the braced wall panel in accordance with figure R602.10.6(2). Fastening of blocking and wall plates shall be in accordance with table R602.3(1) and figure R602.10.6(2).~~

~~3. Connections of braced wall panels to concrete or masonry shall be in accordance with section R403.1.6.~~

~~4. Wood sole plates of braced wall panels at building interiors on monolithic slabs may be anchored using connector(s) with a shear capacity of 2300 pounds and a tensile capacity of 800 pounds over a maximum span of 6 feet.~~

Chapter 7, "Wall Covering," is hereby amended as follows:

~~Section R703.8, "Flashing," is hereby amended to read as follows: Approved corrosion-resistant flashing shall be applied shingle-fashion in a manner to prevent entry of water into the wall cavity or penetration of water to the building structural framing components. 6-mil polyethylene sheeting is an approved corrosion-resistant flashing when not exposed to UV rays. Self-adhered membranes used as flashing shall comply with AAMA 711. The flashing shall extend to the~~

~~surface of the exterior wall finish. Approved corrosion-resistant flashings shall be installed at all of the following locations:~~

- ~~1. Exterior window and door openings. Flashing at exterior window and door openings shall extend to the surface of the exterior wall finish or to the water resistive barrier for subsequent drainage.~~
- ~~2. At the intersection of chimneys or other masonry construction with frame or stucco walls, with projecting lips on both sides under stucco copings.~~
- ~~3. Under and at the ends of masonry, wood, or metal copings and sills.~~
- ~~4. Continuously above all projecting wood trim.~~
- ~~5. Where exterior porches, decks or stairs attach to a wall or floor assembly of wood frame construction.~~
- ~~6. At wall and roof intersections.~~
- ~~7. At build-in gutters.~~

~~Chapter 8, "Roof-Ceiling Construction," is hereby amended as follows:~~

~~Section R801.3, "Roof Drainage," is hereby stricken from the IRC and not adopted.~~

~~Section R802.3, "Framing Details," is hereby amended to read as follows: Rafters shall be framed to ridge board or to each other with a gusset plate as a tie. Ridge board shall be at least 1-inch (25 mm) nominal thickness and not less than 2-inch (51 mm) nominal cut end of the rafter. At all valleys and hips, there shall be a valley or hip rafter not less than 2-inch (51 mm) nominal thickness and not less in depth than the cut end of the rafter. Hip and valley rafters shall be supported at the ridge by a brace to a bearing partition or be designed to carry and distribute the specific load at that point. Definition of brace includes: 1. A triangular configuration of framing members with a horizontal tie and rafter members, 2. King post or similar. Where the roof pitch is less than three units vertical in 12 units horizontal (25 percent slope), structural members that support rafters and ceiling joists, such as ridge beams, hips, and valleys, shall be designed as beams. Exception: The use of a "blind valley," also known as a "farmers valley" or "California valley," will be allowed. In this type of valley, the main roof is framed as usual, it may or may not be sheathed, and the intersecting roof is framed on top of the main roof. The two valley plates or sleeps lie on top of the main roof rafters or sheathing and provide a nailing base for the jack rafters and ridge board of the intersecting roof.~~

~~Section 802.5.1, "Purlins," is hereby amended as follows: Installation of purlins to reduce the span of rafters is permitted as shown in figure R802.5.1. Purlins shall be sized no less than the required size of the rafters they support. Purlins shall be continuous and shall be supported by 2-inch by 4-inch (51 mm by 102 mm) braces installed to bearing walls at a slope not less than 45 degrees from the horizontal. The braces shall be spaced not more than 4 feet (1219 mm) on~~



~~center and the unbraced length of braces shall not exceed 8 feet (2438 mm). Exception: Braces may be spaced not more than 6 feet (1829 mm) on center if: 1. The purlin base is 2-inch by 6-inch (51 mm by 153 mm) 2. Purlins shall be sized one nominal size larger than the rafter they support, and 3. Unbraced length of braces shall not exceed 8 feet (2438 mm).~~

~~Chapter 11, "Energy Efficiency," is hereby amended as follows:~~

~~Section N1101.9, "Certificate," has been moved to appendix S and is not adopted as a minimum standard of residential construction.~~

~~Section N1102.4.3, "Fireplaces," is hereby amended to read as follows: New wood-burning fireplaces shall have outdoor combustion air.~~

~~Section N1103.1.1, "Programmable Thermostat," has been stricken from the IRC and not adopted.~~

~~Section N1103.2.2, "Sealing," is hereby amended to read as follows: Ducts, air handlers, filter boxes and building cavities used as ducts shall be sealed. Joints and seams shall comply with section M1601.4. Duct tightness shall be verified by either of the following:~~

~~1. Post-construction test: Leakage to outdoors shall be less than or equal to 8 cfm (3.78 L/s) per 100 ft<sup>2</sup> (9.29 m<sup>2</sup>) of conditioned floor area or a total leakage less than or equal to 12 cfm (5.66 L/s) per 100 ft<sup>2</sup> (9.29 m<sup>2</sup>) of conditioned floor area when tested at a pressure differential of 0.1 inch w.g. (25 Pa) across the entire system, including the manufacturer's air handler end closure. All register boots shall be taped or otherwise sealed during the test.~~

~~2. Rough-in test: Total leakage shall be less than or equal to 6 cfm (2.83 L/s) per 100 ft<sup>2</sup> (9.29 m<sup>2</sup>) of conditioned floor area when tested at a pressure differential of 0.1 inch w.g. (25 Pa) across the roughed in system, including the manufacturer's air handler enclosure. All register boots shall be taped or otherwise sealed during the test. If the air handler is not installed at the time of the test, total leakage shall be less than or equal to 4 cfm (1.89 L/s) per 100 ft<sup>2</sup> (9.29 m<sup>2</sup>) of conditioned floor area.~~

~~3. Visual Inspection: Visual inspection may be used instead of post-construction or rough-in tests.~~

~~Section N1103.8.3, "Pool Covers," is hereby amended to read as follows: Pools heated to more than 90 degrees Fahrenheit (32 degrees Celsius) shall have a pool cover with a minimum insulation value of R-12.~~

~~Section N1104.1, "Lighting Equipment," is hereby amended to read as follows: A minimum of 50 percent of the lamps in permanently installed lighting fixtures, except for can or recessed lights, shall be high-efficacy lamps.~~

~~Chapter 15, "Exhaust Systems," is hereby amended as follows:~~

~~Section M1502.3, "Duct Termination," is hereby amended to read as follows: Exhaust ducts shall terminate on the outside of the building. Exhaust duct terminations shall be in accordance with the dryer manufacturer's installation instructions. If the manufacturer's instructions do not specify a termination location, the exhaust duct shall terminate not less than 3 feet (914 mm) in any direction from the openings into buildings. Exhaust duct terminations shall be equipped with a backdraft damper. Additionally, exhaust shall not terminate within 3 feet (914 mm) of condensing units. Screens shall not be installed at the duct termination.~~

~~Chapter 24, "Fuel Gas," is hereby amended as follows:~~

~~Section G2406.3 (303.6), "Outdoor Locations," is hereby amended to read as follows: Appliances installed in outdoor locations shall be either listed for outdoor installation or provided with approved protection from outdoor environmental factors that influence the operability, durability and safety of the appliance.~~

~~Table G2413.4(3), "Semirigid Copper Tubing," is hereby stricken from the IRC and not adopted.~~

~~Table G2413.4(4), "Semirigid Copper Tubing," is hereby stricken from the IRC and not adopted.~~

~~Section G2414.5.2 (403.5.2), "Copper Tubing," is hereby amended to read as follows: Copper tubing shall be prohibited for natural gas installations, but shall be allowed for liquefied petroleum gas installations.~~

~~Section G2417.7, "Purging," is hereby amended. The International Code Council emergency amendment dated September 27, 2010, has been adopted. This amendment replaces, in their entirety, sections 406.7 of the IFGC and G2417.7 of the IRC 2009.~~

~~Chapter 25, "Plumbing Administration," is hereby amended as follows:~~

~~Section P2503.4, "Building Sewer Test," is hereby amended to read as follows: When required by a local authority having jurisdiction, the building sewer shall be tested by insertion of a test plug at the point of connection with the public sewer and filling the building sewer with water, testing with not less than 10-foot (3048 mm) head of water and able to maintain such pressure for 15 minutes.~~

~~Section P2503.6, "Shower Liner Test," is hereby amended to read as follows: Where shower floors and receptors are made water tight by the application of materials required by section P2709.2, the completed liner installation shall be tested at plumbing final. The pipe from the shower drain shall be plugged water tight for the test. The floor and receptor area shall be filled with potable water to a depth of not less than 2 inches deep measured at the threshold. The water shall be retained for a test period of not less than 15 minutes and there shall be no evidence of leakage.~~

~~Section P2503.7, "Water Supply System Testing," is hereby amended to read as follows: Upon completion of the water supply system or a section of it, the system or portion completed, shall be tested and proved tight under a water pressure of not less than the working pressure of the~~

~~system or, for piping systems other than PVC or CPVC, by an air test of not less than 50 psi (345 kPa). This pressure shall be held for not less than 15 minutes. The water used for tests shall be obtained from a potable water source.~~

~~Chapter 26, "General Plumbing Requirements," is hereby amended as follows:~~

~~Section P2603.6.1, "Sewer Depth," is hereby amended to read as follows: Building sewers that connect to private sewage disposal systems shall be a minimum of 12 inches (305 mm) or as approved by the authority having jurisdiction, below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 12 inches (305 mm) below grade.~~

~~Chapter 27, "Plumbing Fixtures," is hereby amended as follows:~~

~~Section P2704.1, "General," is hereby amended to read as follows: Slip joints shall be made with an approved elastomeric gasket and shall be installed from fixture to trap outlet. Fixtures with concealed slip joint connections shall be provided with an access panel or utility space at least 12 inches (305 mm) in its smallest dimension or other approved arrangement so as to provide access to the slip connections for inspection and repair.~~

~~Section P2709.2, "Lining Required," is hereby amended to read as follows: Where required, the adjoining walls and floor framing enclosed on-site built-up shower receptors shall be lined with one of the following materials:~~

- ~~1. Sheet lead,~~
- ~~2. Sheet copper,~~
- ~~3. Plastic liner material that complies with ASTM D 4068 or ASTM D 4551,~~
- ~~4. Hot mopping in accordance with section P2709.2.3, or~~
- ~~5. Sheet applied load-bearing, bonded waterproof membranes that comply with ANSI A118.10. The lining material shall extend not less than 3 inches (76 mm) beyond or around the rough jambs and not less than 3 inches (76 mm) above finished thresholds. Sheet applied load-bearing, bonded waterproof membranes shall be applied in accordance with the manufacturer's installation instructions.~~

~~Section P2715.1, "Laundry Tub Waste Outlet," is hereby amended to read as follows: Each component of a laundry tray shall be provided with a waste outlet not less than 1<sup>1</sup>/<sub>2</sub> inches (38 mm) in diameter and a strainer or crossbar to restrict the clear opening of the waste outlet.~~

~~Chapter 28, "Water Heaters," is hereby amended as follows:~~

~~Section P2801.5, "Required Pan," is hereby amended to read as follows: Where tank type water heaters or hot water storage tanks are installed in locations where leakage of the tanks or connections will cause damage, the tank or water heaters shall be installed in a galvanized steel~~

~~pan having a material thickness of not less than 0.0236 inch (0.6010 mm) (no 24 gauge), or other pans approved for such use. Listed pans shall comply with CSA LC3.~~

~~Section P2803.1, "Relief Valves Required," is hereby amended to read as follows: Tank type appliances and equipment used for heating water or storing hot water shall be protected by:~~

- ~~1. A separate pressure relief valve and a separate temperature relief valve; or,~~
- ~~2. A combination pressure and temperature relief valve.~~

~~Chapter 29, "Water Supply And Distribution," is hereby amended as follows:~~

~~Section P2902.5.3, "Lawn Irrigation Systems," is hereby amended to read as follows: The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric type vacuum breaker, a pressure type vacuum breaker or a spill resistant backflow preventer. A valve shall not be installed down stream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.~~

~~Section P2903.8.6, "Hose Bibb Bleed," is hereby amended to read as follows: Where authority having jurisdiction requires a readily accessible air bleed, a readily accessible air bleed shall be installed in hose bibb supplies at the manifold or at the hose bibb exit point.~~

~~Section P2903.9.1, "Service Valve," is hereby amended to read as follows: Each dwelling unit shall be provided with an accessible main shutoff valve near the entrance of the water service. The valve shall be of a full open type having nominal restriction to flow. Additionally, the water service shall be valved at the curb or property line in accordance with local requirements.~~

~~Section P2903.10, "Hose Bibb," is hereby amended to read as follows: Hose bibbs subject to freezing, including the "frost proof" type, shall be equipped with an accessible valve inside the building so that they can be controlled and/or drained during cold periods. Exception: Frost proof hose bibbs installed such that the stem extends through the building insulation into an open heated or semiconditioned space need not be separately valved (see figure P2903.10).~~

~~Section P2904.1, "General," is hereby amended to read as follows: Where installed, residential fire sprinkler systems, or portions thereof, shall be in accordance with NFPA 13D.~~

~~Sections P2904.4, "Determining Required Flow Rate For Each Sprinkler," through P2904.8.2, "Final Inspection," are hereby stricken from the IRC and not adopted.~~

~~Tables P2904.6.2(1), "Water Service Pressure Loss," through P2904.6.2(9), "Allowable Pipe Length For 1-Inch Pex Tubing," are hereby stricken from the IRC and are not adopted.~~

~~Section P2905.4, "Water Service Pipe," is hereby amended to read as follows: Water service pipe shall conform to NSF 61 and shall conform to one of the standards listed in table P2905.4. Water service pipe or tubing, installed underground and outside of the structure shall have a minimum~~

~~working pressure rating of 160 pounds per square inch at 73 degrees Fahrenheit (1103 kPa at 23 degrees Celsius). Where the water pressure exceeds 160 pounds per square inch (1103 kPa), piping material shall have a rated working pressure equal to or greater than the highest available pressure. Water service piping materials not third party certified for water distribution shall terminate at least 30 inches outside of the exterior wall. Ductile iron water service piping shall be cement mortar lined in accordance with AWWA C104.~~

~~Table P2905.4, "Water Service Pipe," is hereby amended to exclude asbestos cement pipe as it has been stricken from this code.~~

~~Chapter 30, "Sanitary Drainage," is hereby amended as follows:~~

~~Section P3003.2, "Prohibited Joints," is hereby amended to read as follows: Running threads and bands shall not be used in the drainage system. Drainage and vent piping shall not be drilled, tapped, burned or welded.~~

~~The following types of joints and connections shall be prohibited:~~

- ~~1. Cement or concrete.~~
- ~~2. Mastie or hot-pour bituminous joints.~~
- ~~3. Joints made with fittings not approved for the specific installation.~~
- ~~4. Joints between different diameter pipes made with elastomeric rolling O-rings.~~
- ~~5. Solvent cement joints between different types of plastic pipe.~~
- ~~6. Saddle type fittings.~~

~~Exception: Saddle type fittings may be used to connect the building sewer to a public sewer.~~

~~Section P3008.1, "Sewage Backflow," is hereby amended to read as follows: Where the flood level rims of plumbing fixtures are below the elevation of the manhole cover of the next upstream manhole in the public sewer, the fixtures shall be protected by a backwater valve installed in the building drain, branch of the building drain, or horizontal branch servicing such fixtures.~~

~~Chapter 31, "Vents," is hereby amended as follows:~~

~~Section P3103.4, "Prohibited Use," is hereby amended to read as follows: Vent terminals shall not be used as a flag pole or to support flag poles, TV aerials, or similar items.~~

~~Chapter 34, "General Requirements (Electrical)," is hereby amended as follows:~~

~~Section E3402.2, "Penetrations Of Fire-Resistance-Related Assemblies," is hereby amended to read as follows: Electrical installations in hollow spaces, vertical shafts and ventilation or air-handling ducts shall be made so that the possible spread of fire products of combustion will not be substantially increased. Electrical penetrations through fire resistance rated walls, partitions, floors, or ceilings shall be protected by approved methods to maintain the fire resistance rating of the element penetrated. Penetrations of fire resistance-rated walls shall be limited as specified in section R302.4.1.~~

~~Section E3403.3, "Listing And Labeling," is hereby amended to read as follows: Electrical materials, components, devices, fixtures and equipment shall be listed for the application, in accordance with NFPA 70, shall bear the label of an approved agency and shall be installed, and used, or both, in accordance with the manufacturer's installation instructions.~~

~~Chapter 40, "Devices And Luminaries," is hereby amended as follows:~~

~~Section E4002.14, "Tamper-Resistant Receptacles," is hereby amended to read as follows: In areas specified in section E3901.1. 125-volt, 15- and 20-ampere receptacles shall be listed tamper-resistant receptacles. Receptacles in the following locations shall not be required to be tamper-resistant:~~

- ~~1. Receptacles located more than 5<sup>1</sup>/<sub>2</sub> feet (1.7 m) above the floor.~~
- ~~2. Receptacles that are part of a luminaire or appliance.~~
- ~~3. A single receptacle or a duplex receptacle for two appliances located within dedicated space for each appliance that, in normal use, is not easily moved from one place to another and that is cord-and-plug connected.~~
- ~~4. Non-grounding receptacles used for replacement. (Ord. 2012-01, 1-19-2012)~~All amendments and modifications to the International Residential Code (IRC), 2015 edition, as adopted by the Oklahoma Uniform Building Code Commission, are hereby adopted by the City of Enid and incorporated as fully as if set out at length herein.

Section III: Savings Clause. Nothing in this ordinance hereby adopted shall be construed to affect any suit or proceedings now pending in any court, or any rights acquired or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired or affected by this ordinance.

Section IV: Severability. If any one or more of the sections, sentences, clauses or parts of this ordinance, chapter or section shall, for any reason, be held invalid, the invalidity of such section, clause or part shall not affect or prejudice in any way the applicability and validity of any other provision of this ordinance. It is hereby declared to be the intention of the City Commission of the City of Enid that this section of the Enid Municipal Code would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part not been included.

Section V: Codification. This ordinance shall be codified as Title 9, Chapter 2, Sections 9-2-1 and 9-2-2, of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 6th day of December, 2016.

CITY OF ENID, OKLAHOMA

\_\_\_\_\_  
William E. Shewey, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Linda S. Parks, City Clerk

Approved as to Form and Legality:

\_\_\_\_\_  
Andrea L. Chism, City Attorney

**City Commission Meeting**

6. 5.

**Meeting Date:** 12/06/2016

**Submitted By:** Erin Crawford, Chief Financial Officer

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**SUBJECT:**

**CONSIDER A RESOLUTION INCREASING THE 2016-2017 STORMWATER FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$85,000.00 TO COMPLETE ADDITIONAL STORMWATER WORK AT OAKWOOD WEST DETENTION AND CHEROKEE DETENTION.**

**BACKGROUND:**

This is a companion to item 7.1. This appropriation provides funding to add back channel work to the Oakwood West detention facility in the amount of \$49,490.00 and additional redesign associated with the back channel work of approximately \$8,510.00. The appropriation also provides funding to update the design for Cherokee detention facility and complete phase 3 construction at this facility for approximately \$27,000.00.

**RECOMMENDATION:**

Approve resolution.

**PRESENTER:**

Erin Crawford, Chief Financial Officer.

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**Fiscal Impact**

**Budgeted Y/N:** N.

**Amount:** \$85,000.00.

**Funding Source:**

Stormwater Fund Balance.

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**Attachments**

Resolution

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RESOLUTION

A RESOLUTION AMENDING THE 2016-2017 GENERAL FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$85,000.00 TO INCREASE THE 2016-2017 APPROPRIATED AMOUNTS FOR THE STORMWATER FUND STORMWATER DEPARTMENT.

WHEREAS, the Oakwood West Detention project requires updated design work and back channel work totaling approximately \$58,000; and

WHEREAS, the Cherokee Detention project requires updated design work and phase 3 construction totaling approximately \$27,000; and

WHEREAS, the appropriated amounts for the 2016-2017 Stormwater Department in the Stormwater Fund must be increased by an additional \$85,000.00 to provide funding to accommodate the necessary change orders to Oakwood West Detention and Cherokee Detention; and

WHEREAS, funds are available from the Stormwater Fund balance to provide the necessary funding;

AND NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, THAT THE CITY OF ENID 2016-2017 BUDGET BE AMENDED TO INCREASE THE APPROPRIATIONS FOR THE STORMWATER FUND STORMWATER DEPARTMENT:

FUND 43 STORMWATER FUND

Stormwater Department	\$85,000.00
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Adopted this 6<sup>th</sup> day of December 2016.

\_\_\_\_\_  
Mayor

(Seal)

ATTEST:

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

**City Commission Meeting**

6. 6.

**Meeting Date:** 12/06/2016

**Submitted By:** Kristin Martin, Executive Assistant

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**SUBJECT:**

**CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION OF THE CITY OF ENID, OKLAHOMA (THE "CITY") AUTHORIZING THE ENID ECONOMIC DEVELOPMENT AUTHORITY (THE "AUTHORITY") TO ASSIST THE CITY IN CARRYING OUT AND ADMINISTERING THE TP&L ECONOMIC DEVELOPMENT PROJECT PLAN ADOPTED BY THE CITY; APPROVING AND AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND AMONG THE AUTHORITY, THE CITY, AND TRANSPORTATION PARTNERS AND LOGISTICS LLC; APPROVING AND AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT BY AND BETWEEN THE AUTHORITY AND THE CITY PERTAINING TO THE TAX INCREMENT REVENUES; APPROVING THE USE OF ASSISTANCE IN DEVELOPMENT FINANCING; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATING THERETO.**

**BACKGROUND:**

This is a companion item to 13.1. This emergency ordinance creates a new tax incremental financing (TIF) district #7 for Transportation Partners & Logistics (TP&L) located between 66th and 78th street, south of the Burlington Northern Santa Fe railroad mainline and north of US Highway 412. Specific infrastructure improvements to 66th street will make the area viable for additional industrial development and improve bus access to Pioneer Pleasant-Vale Elementary school. The improvements will be to reconstruct 66th street from US 412 north to Willow road to industrial standards to withstand anticipated loads associated with industries such as trans-shipment handling, manufacturing, oil and gas support and heavy maintenance industries.

**RECOMMENDATION:**

Consider resolution with emergency.

**PRESENTER:**

Nate Ellis, Public Finance Law Group LLC Attorney.

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**Attachments**

Resolution  
EDA  
Security Agreement  
Project Plan

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**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY OF ENID, OKLAHOMA (THE “CITY”) AUTHORIZING THE ENID ECONOMIC DEVELOPMENT AUTHORITY (THE “AUTHORITY”) TO ASSIST THE CITY IN CARRYING OUT AND ADMINISTERING THE TP&L ECONOMIC DEVELOPMENT PROJECT PLAN ADOPTED BY THE CITY; APPROVING AND AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND AMONG THE AUTHORITY, THE CITY, AND TRANSPORTATION PARTNERS AND LOGISTICS LLC; APPROVING AND AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT BY AND BETWEEN THE AUTHORITY AND THE CITY PERTAINING TO THE TAX INCREMENT REVENUES; APPROVING THE USE OF ASSISTANCE IN DEVELOPMENT FINANCING; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Enid Economic Development Authority (the “Authority”) has been created by a Trust Indenture dated as of April 16, 1987, as amended by an Amendment to the Trust Indenture dated October 15, 1991, for the use and benefit of The City of Enid, Oklahoma (the “City”), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, inclusive, as amended and supplemented (the “Act”), the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City has adopted and approved the TP&L Economic Development Project Plan dated August 31, 2016 (the “Project Plan”) by Ordinance No. 2016-22 dated September 20, 2016 (the “Local Act”), pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 850, *et seq.* as amended (the “Local Development Act”); and

WHEREAS, the City, by virtue of the Local Act, has heretofore created Increment District No. 7, City of Enid (as more specifically described herein, the “Increment District”), pursuant to the Local Development Act; and

WHEREAS, the Authority, the City, and Transportation Partners and Logistics LLC (or its designee, referred to as the “Company”), desire to enter into an economic development agreement (the “Development Agreement”) for the purpose of providing a framework for the implementation of the Project Plan, including specifically the apportionment of certain Tax Increment Revenue for the payment of the costs of Traffic Improvements, Organizational Costs, and Inventory Incentives (each as described in the Project Plan and the Development Agreement); and

WHEREAS, the Authority and the City have agreed to provide assistance in development financing (as authorized by Section 853(14)(o) of the Local Development Act), including specifically the payment of the Inventory Incentives, all as more fully set forth in the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA:

SECTION 1. AUTHORITY THE DESIGNATED PUBLIC ENTITY. The Authority is designated as the public entity authorized to assist the City in carrying out and administering the provisions of the Project Plan and to exercise all powers necessary thereto except those powers reserved to the City by the TIF Ordinance and the Local Development Act.

SECTION 2. EXECUTION OF ECONOMIC DEVELOPMENT AGREEMENT. The Economic Development Agreement by and among the Authority, the City, and the Company (the "Development Agreement") is hereby approved and the Mayor or Vice Mayor and City Clerk or Deputy City Clerk are hereby authorized to execute same for and on behalf of the City, and to do all other lawful things to carry out the terms and conditions of said Development Agreement.

SECTION 3. EXECUTION OF SECURITY AGREEMENT. The Security Agreement by and between the Authority and the City (the "Security Agreement") pertaining to the transfer of the TIF Revenues (as defined in the TIF Ordinance) to the Authority in furtherance of the implementation of the Project Plan, is hereby approved and the Mayor or Vice Mayor and City Clerk or Deputy City Clerk are hereby authorized to execute same for and on behalf of the City, and to do all other lawful things to carry out the terms and conditions of said Security Agreement.

SECTION 4. ASSISTANCE IN DEVELOPMENT FINANCING. The use of assistance in development financing, as contemplated in the Development Agreement, and as authorized by Section 853(14)(o) of the Local Development Act, is hereby approved.

SECTION 5. EXECUTION OF NECESSARY DOCUMENTS. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk of the City are hereby further authorized on behalf of the City to accept, receive, execute, attest, seal and deliver the above mentioned documents and all additional documentation, certifications and instruments and to take such further actions as may be required in connection with the transactions contemplated hereby, and are further authorized to approve and make any changes to the documents approved by this Resolution, for and on behalf of the City, the execution and delivery of such documents being conclusive as to the approval of any terms contained therein.

SECTION 6. EMERGENCY. It is immediately necessary for the preservation of the public health, peace and safety of the City and the inhabitants thereof that the Note be issued and that the provisions of this Resolution become operative immediately and therefore, an emergency is hereby declared to exist and this Resolution shall be in full force and effect immediately from and after its passage and approval.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED THIS 6<sup>TH</sup> DAY OF DECEMBER, 2016.

THE CITY OF ENID, OKLAHOMA

(SEAL)

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

CERTIFICATE  
OF  
CITY COMMISSIONERS ACTION

I, the undersigned, hereby certify that I am the duly and acting City Clerk of The City of Enid, Oklahoma.

I further certify that the City Commissioners of The City of Enid, Oklahoma held a **Regular Meeting** at 5:00 o'clock P.M., on December 6, 2016, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said Commissioners at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Commissioners present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved, and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

MOTION DECLARING AN EMERGENCY MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 6<sup>TH</sup> DAY OF DECEMBER, 2016.

THE CITY OF ENID, OKLAHOMA

(SEAL)

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

**ECONOMIC DEVELOPMENT AGREEMENT**

**BY AND AMONG**

**TRANSPORTATION PARTNERS AND LOGISTICS LLC**

**and**

**ENID ECONOMIC DEVELOPMENT AUTHORITY**

**and**

**THE CITY OF ENID, OKLAHOMA**

**Dated as of December 6, 2016**

## ECONOMIC DEVELOPMENT AGREEMENT

This ECONOMIC DEVELOPMENT AGREEMENT dated as of December 6, 2016 (the "Agreement"), by and among TRANSPORTATION PARTNERS AND LOGISTICS LLC, a Wyoming limited liability company (the "Company"), the ENID ECONOMIC DEVELOPMENT AUTHORITY (the "Authority"), and THE CITY OF ENID, OKLAHOMA, a municipal corporation (hereinafter called "City"), as beneficiary of the Authority.

### WITNESSETH:

WHEREAS, the City has adopted and approved the TP&L Economic Development Project Plan dated August 31, 2016 (the "Project Plan") by Ordinance No. 2016-22 dated September 20, 2016 (the "Local Act"), pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 850, *et seq.* as amended (the "Local Development Act"); and

WHEREAS, the City, by virtue of the Local Act, has heretofore created Increment District No. 7, City of Enid (as more specifically described herein, the "Increment District"), pursuant to the Local Development Act; and

WHEREAS, the Project Plan envisions the generation of substantial capital investment and creation of significant new employment within an enterprise zone by establishment of the Project within the Increment District; and

WHEREAS, implementation of the Project and the Project Plan will expand employment in the area, attract major investment, enhance the tax base, and make possible investment, development and economic growth which would otherwise be difficult or impossible without the apportionment of ad valorem taxes and other forms of public assistance to the Project; and

WHEREAS, the Company proposes to construct and operate a transload facility in the City to accommodate the logistic requirements of large industrial developments, including but not limited to proposed wind energy projects in the south central part of the United States, which will encourage commerce and generate a corresponding growth in the local tax base (collectively, the "Project"); and

WHEREAS, the proposed Project is located between 66<sup>th</sup> Street and 78<sup>th</sup> Street, south of the Burlington Northern Santa Fe Railroad mainline, and north of US Highway 412; the initial property acquired by the Company for the Project comprises approximately 160 total acres, but the Company contemplates expansion to accommodate increased levels of success (said property collectively referred to as the "Project Site"); and

WHEREAS, the Authority and the City desire to assist, encourage and support the Project by (i) completing certain Traffic Improvements (as defined herein), and (ii) providing assistance in development financing (as authorized under the Local Development Act, as defined herein) to the Company in the form of Inventory Incentives (as defined herein) to maximize the amount of industrial project inventory locating to Enid in order to maximize tax receipts; all in order to provide opportunities for full time employment for the residents in and around the geographical area of the City and the consequent benefits to the local economy that will derive therefrom; and



WHEREAS, the Authority and the City deem the execution of this Agreement providing for the implementation of the Project to be vital and in the best interests of the City, and the health, safety, and welfare of the State of Oklahoma and its residents in accordance with the public purposes of the Project and the Project Plan.

NOW, THEREFORE, in consideration of the promises and mutual obligations herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby covenant and agree with each other as follows:

## ARTICLE I. DEFINITIONS

In each and every place in and throughout this Agreement, whenever the following terms are used, unless the context shall clearly indicate another or different meaning or intent, they shall have the following meanings:

“Agreement” shall mean this Economic Development Agreement dated as of December 6, 2016, entered into by and among the Company, the City, and the Authority.

“Apportionment Fund” shall mean the Increment District No. 7, City of Enid, Tax Apportionment Fund created pursuant to the Local Act and as further defined in the Security Agreement.

“Authority” shall mean the Enid Economic Development Authority, a public trust having the City as beneficiary thereof.

“City” shall mean The City of Enid, Oklahoma.

“Company” shall mean Transportation Partners and Logistics LLC, a Wyoming limited liability company.

“Development Agreements” or “development agreements” shall collectively refer to all such Development Agreements pertaining to the Increment District, including this Agreement.

“Increment District” shall mean Increment District No. 7, City of Enid, Oklahoma, as established by the Local Act, generally described as an area bordered on the north by the Burlington Northern Railroad mainline, on the east by 78<sup>th</sup> Street, on the west by 66<sup>th</sup> Street, and on the south by E. Owen K. Garriott Road (U.S. Highway 64/412). See Exhibit A for a map showing the Increment District. See Exhibit B for a legal description of the area of the Increment District.

“Inventory Incentives” shall mean the economic incentives in the form of assistance in development financing representing 65% of the total ad valorem taxes generated by long-term inventory storage at the Project Site within the Increment District, all as more specifically described in Article II herein.

“Local Act” shall collectively mean Ordinance No. 2016-22 adopted and approved by the City on September 20, 2016, all pursuant to the Local Development Act.

“Local Development Act” shall mean the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 850, *et seq.* as amended.

“Project” shall mean the construction and development of a transload facility at the Project Site within the Increment District, all as more specifically described in Article II herein.

“Project Costs” shall collectively mean those costs as authorized and further defined in the Project Plan.

“Project Plan” shall mean the TP&L Economic Development Project Plan dated August 31, 2016, adopted and approved by the City pursuant to the Local Act and the Local Development Act.

“Project Site” shall mean the parcel(s) of property presently owned or hereafter acquired by the Company for purposes of developing the Project within the Increment District. See Exhibit A for a map showing the Increment District. See Exhibit B for a legal description of the area of the Increment District. See Exhibit C for an initial Project Site Development Plan. See Exhibit D for a legal description of the initial Project Site; provided however, the term Project Site shall include all parcels of property owned by the Company within the Increment District boundaries.

“Traffic Improvements” shall mean the infrastructure improvements to 66<sup>th</sup> Street that will not only make the area viable for additional industrial development, but will also provide improved bus access to Pioneer Pleasant-Vale Elementary School. The scope of the Traffic Improvements is to reconstruct 66<sup>th</sup> Street from U.S. 412 north to Willow Road to industrial standards in order to withstand the anticipated loads associated with industries such as transshipment handling, manufacturing, and oil & gas support and heavy maintenance industries.

“Security Agreement” shall mean the Security Agreement dated as of December 6, 2016, by and between the City and the Authority.

“Tax Increment” shall mean the incremental portion of ad valorem tax revenue generated by or sourced to the Increment District.

“Transaction Agreements” shall mean this Agreement and the Security Agreement.

## **ARTICLE II. NATURE OF THE AGREEMENT**

2.1. SCOPE OF THE PROJECT. The goal of the City in connection with the development of the Increment District is to encourage new industrial developments that provide opportunities for full time employment for the residents in and around the geographical area of the City and the consequent benefits to the local economy that will derive therefrom. The Authority and the City believe the Project will help attract new industrial development opportunities to the area, expand employment, bring visitors to the area, and stimulate additional

private development in the area. The Company has already completed an initial 50 acre lay-down yard, a rail-road spur for rail loading and off-loading, and begun storing initial inventory in support of proposed wind-farm projects. However, the laws of the State of Oklahoma require ad valorem taxation of inventory that is stored for longer terms. Within the wind industry, wind farm projects require significant manufacturing lead time, and components may be ordered and delivered months and even years in advance of their deployment at the project site. This tax structure places Oklahoma at a competitive disadvantage that, without the economic incentives proposed in the Project Plan, result in the storage of inventory, along with the significant economic activity associated therewith, to be located in other states.

The City has long recognized the difficulty in development of the area for industrial purposes due to the significant costs associated with upgrading traffic infrastructure to a level sufficient to support significant industrial development in the area. The City proposes to encourage the Project by providing a mechanism for the payment of certain costs associated with the Project. The City has identified specific infrastructure improvements to 66<sup>th</sup> Street that will not only make the area viable for additional industrial development, but will also provide improved bus access to Pioneer Pleasant-Vale Elementary School. Certain Project Costs have been identified that will improve publicly owned traffic facilities and infrastructure (referred to herein as the “Traffic Improvements”), and these improvements are estimated to cost approximately \$2.5 million, and will be funded from proceeds of an economic development grant in the amount of \$1.2 million, a contribution of \$500,000 from TP&L, and the balance of \$800,000 derived from the incremental revenues described herein. The purpose of the Traffic Improvements is to provide a critical part of the infrastructure needed to incentivize development in this industrial corridor, similar to the development along 54<sup>th</sup> Street. The scope of the Traffic Improvements is to reconstruct 66<sup>th</sup> Street from U.S. 412 north to Willow Road to industrial standards in order to withstand the anticipated loads associated with industries such as trans-shipment handling, manufacturing, and oil & gas support and heavy maintenance industries. The ad valorem taxes generated by the taxable capital investment of the Company will be the primary source of the incremental revenues utilized to pay and/or reimburse the portion of the costs of the Traffic Improvements designated pursuant to the Project Plan. The Company has indicated that construction of their facilities has already resulted in a taxable capital investment of approximately \$6.2 million, with the potential for expansion in the future.

Additionally, economic incentives are proposed in the amount of 65% of the total ad valorem taxes generated by long-term inventory storage (referred to herein as the “Inventory Incentives”). The goal of the Inventory Incentives is to maximize the amount of industrial project inventory locating to the City in order to maximize tax receipts. In order to incentivize the Company to contract with its customers to locate long-term inventory storage at the Project Site, the Authority and the City will utilize Tax Increment revenues derived from each customer’s annual ad valorem tax payments on inventory to pay an amount equal to 65% of such ad valorem payments to the Company. The greater the aggregate taxable amount of long-term inventory accounts resulting from the Company’s contractual relationships with its customers, the larger the resulting annual Inventory Incentives. There will be no limit on the aggregate total amount of Inventory Incentives that may be paid over the duration of the Increment District. The Company will have sole discretion as to how it utilizes any amounts received as Inventory Incentives. The approximately 35% of the total ad valorem taxes generated by long-term

inventory storage not utilized for incentives will directly benefit the affected taxing jurisdictions and pay and/or reimburse any remaining costs of the Traffic Improvements.

The Authority and the City shall contract (or cause to be contracted) for the completion of the Traffic Improvements. The Authority and the City shall provide monetary assistance in development financing (as authorized by Section 853(14)(o) of the Local Development Act) to the Company pursuant to the terms of this Agreement in connection with the Inventory Incentives.

## 2.2. RELATIONSHIP OF THE AUTHORITY, CITY, AND COMPANY.

A. The undertaking of this Project is a complex process which will require the mutual agreement of the Authority, the City, and the Company and their timely actions on matters appropriate or necessary to Project implementation. Each of the parties hereto shall use commercially reasonable efforts in good faith to perform and to assist the other parties in performing their respective obligations under this Agreement, including specifically the performance of obligations hereinafter set forth in Article III and Article IV; provided, that nothing in this Section 2.2 shall obligate or be deemed to obligate the Company to incur, expend, or enter into any material cost, expense, liability or obligation except as may be otherwise set forth herein.

B. The parties understand, acknowledge and agree that the Company shall be solely responsible for constructing and completing or, causing the construction and completion of, any and all improvements to the Project Site, and shall be solely responsible for contracting with its customers in a manner that will result in ad valorem taxes that qualify for treatment as Inventory Incentives. Accordingly, and notwithstanding anything to the contrary in this Agreement, nothing herein or any of the other Transaction Agreements shall be deemed to impose any obligations on the Company for the construction or completion of any and all improvements to the Project Site or for any activities or obligations related to such construction or reasonably expected to be within the control of the Authority or the City.

2.3. OTHER GOVERNMENTAL APPROVALS. The implementation of this Project may require approvals by other governmental entities and the City in accordance with applicable laws, ordinances, and regulations. The Authority and the City will in good faith use their best efforts to obtain and expedite the necessary approvals for undertaking and implementing the Traffic Improvements and, to the extent applicable, the construction of the Project. The Authority and the City, with the commercially reasonable cooperation of the Company, shall be responsible for assisting the Company in complying with applicable requirements, filing appropriate applications, and taking other steps necessary or desirable to expedite and obtain the approvals necessary for undertaking and implementing improvements to the Project Site and, to the extent applicable, the construction of the Project; provided, that nothing in this Section 2.3 shall obligate or be deemed to obligate the Company to incur, expend, or enter into any material cost, expense, liability or obligation; provided further, any normal and customary expenses related to said approvals shall be the responsibility of the Company.

**ARTICLE III. COVENANTS AND OBLIGATIONS OF THE AUTHORITY AND CITY**

3.1. **COLLECTION OF APPORTIONED TAX INCREMENTS.** The Authority and or the City shall promptly collect the Tax Increment as generated pursuant to the Local Act and the Project Plan, and shall maintain such funds in the Apportionment Fund for the purposes set forth in the Local Act and the Project Plan.

3.2. **COSTS OF TRAFFIC IMPROVEMENTS, INVENTORY INCENTIVES, AND USE OF REMAINING TAX INCREMENT REVENUES.**

A. The Authority and the City agree to construct, or cause to be constructed, the Traffic Improvements. The Authority and the City agree to pay the costs of the Traffic Improvements from funds available to the City, including specifically (i) an economic development grant in the amount of \$1.2 million, (ii) a contribution of \$500,000 from TP&L as set forth in Section 4.2 herein, (iii) available funds of the City in the amount of \$800,000. Additionally, the City and the Authority agree to pay all Organizational Costs (as described in the Project Plan) of the Increment District in an amount not to exceed \$50,000. The City and the Authority may seek reimbursement for payment of the Traffic Improvements and the Organizational Costs from available Tax Increment revenues in an amount not to exceed \$850,000 (plus any interest and/or other financing costs incurred by the City or a public trust issuing TIF Bonds on its behalf), to be payable in an amount equal to the greater of \$100,000 or all of the annual TIF Revenues generated by real and personal property ad valorem taxes, excluding taxes on inventory. In the event the costs of the Traffic Improvements exceed the anticipated project budget of \$2.5 million, the City shall bear the responsibility to obtain and/or provide additional funding sources as appropriate. Nothing herein shall be construed to require or prohibit the City from directing a public trust on its behalf to issue debt obligations to pay the costs of the Traffic Improvements or the Organizational Costs.

B. The City and the Authority hereby agree to pay to the Company an amount annually equal to 65% of the total Tax Increment revenues derived from ad valorem taxation on long-term inventory storage, as such amount shall be determined by the City upon the advice of the Garfield County Assessor. Said Inventory Incentives shall be payable with thirty (30) days of receipt of funds from the Garfield County Treasurer for deposit in the Apportionment Fund, and shall continue for the duration of the Increment District (expiring for the period ending December 31, 2026, as provided in the Local Act). The Authority and the City shall have no responsibility for determination of the amounts of ad valorem taxes due on real and personal property within the Increment District, and the Garfield County Assessor shall have the sole authority to determine which, if any, personal property within the Increment District qualifies as long-term inventory storage, and to determine the assessed value thereof.

C. The City and the Authority hereby agree to apportion on an annual basis to the affected taxing entities all Tax Increment revenues remaining after payment and/or reimbursement of the costs of the Traffic Improvements, the costs of the Inventory Incentives, and the Organizational Costs. Said amounts shall be apportioned in the manner provided in the Project Plan and the Local Act.

3.3. PLEDGE OF APPORTIONED TAX INCREMENTS. The Authority shall pledge, and agrees to take any other actions as shall be necessary to confirm or perfect such pledge, one-hundred percent (100%) of the apportioned Tax Increment pertaining to the Increment District (as said Tax Increment is described in the Security Agreement), at such times and in such amounts as the Tax Increment may be received, to the payment of the obligations set forth in Section 3.2 herein. This Agreement is intended to constitute a “security agreement” under the Uniform Commercial Code of the State of Oklahoma, and the City and the Authority acknowledge that the Company may make a UCC filing to perfect its security interest in the Tax Increment revenues. Tax Increment revenues in excess of that needed for payment of said obligations shall be applied as set forth in the Project Plan.

3.4. ALLOCATION OF TAX INCREMENT TO COSTS OF PROJECT SITE IMPROVEMENTS.

A. Pursuant to this Agreement, the total costs pertaining to the Traffic Improvements and Organizational Costs that may be paid from apportioned Tax Increment revenues are estimated to be and shall not exceed \$850,000, plus any interest and/or other financing costs incurred by the City or a public trust issuing TIF Bonds on its behalf.

B. Pursuant to this Agreement, there shall be no limit to the amount of Inventory Incentives paid to the Company, provided however, all Inventory Incentives shall be payable exclusively from Tax Increment revenues derived from ad valorem taxation on long-term inventory storage.

3.5. TERM OF DISTRICT. The Authority and the City agree not to take or omit to take any action that would in any way contribute to or cause the elimination of any portion of the area or duration of the Increment District or that would in any way reduce or otherwise jeopardize the Tax Increment to be apportioned to the Increment District; provided however, this provision shall not be construed to prohibit the City, from time to time in the normal course of its legislative powers, from proposing changes in taxing measures that may impact the applicable levies and resulting Tax Increment.

3.6. OTHER ACTIONS. The City and the Authority agree to take such other actions as may be appropriate or desirable to support the implementation of the Project including, by way of example, assistance in qualifying for tax incentives and exemptions, and other appropriate assistance to facilitate the Project.

3.7. OBSERVANCE OF THE SECURITY AGREEMENT. The Authority hereby agrees to keep, perform, and observe faithfully all of the covenants, conditions, and requirements imposed upon it in the Security Agreement. The Authority agrees that any material breach by the Authority or the City shall constitute a material breach by the Authority and the City of this Agreement.

**ARTICLE IV. COVENANTS AND OBLIGATIONS OF THE COMPANY**

4.1. DEVELOPMENT OF PROJECT SITE. In accordance with the provisions of this Agreement, the Company construct and operated the Project by developing the Project Site as a transload facility and entering into contractual agreements appurtenant to the standard operation thereof; provided, that nothing in this sentence shall require, or be construed to require, the Company to waive rights that are, or accept agreements or provisions that are not, customary or commercially reasonable for any present or future customers. The Company shall provide to the City periodic updates to the Site Plan for the development of the Project Site, which said documents shall be consistent in all respects with any applicable provisions of the City Code. The Company shall maintain the Project in accordance with applicable laws and commercially reasonable standards.

4.2. COMPANY CONTRIBUTION TO TRAFFIC IMPROVEMENTS. As provided in Section 2.1 herein, the Company shall contribute the amount of \$500,000 to the Traffic Improvements (the “Company Contribution”). Upon an award of a construction contract by the City for the construction of the Traffic Improvements, the City shall promptly notify the Company of said award and the Company shall transfer to the City the Company Contribution within 10 business days. The City and the Authority hereby expressly agree that the Company Contribution shall be utilized for the Traffic Improvements and for no other purpose.

4.3. [Left Blank Intentionally]

4.4. AD VALOREM TAX PAYMENTS. The Company agrees and understands that the payment and/or reimbursement of the Traffic Improvements, the Organizational Costs, and the Inventory Incentives are directly dependent upon the Company’s success with respect to the Project in a manner that will generate sufficient Tax Increment revenue to pay said Project Costs. The Company agrees to remit all ad valorem taxes for which it is legally obligated to remit in a timely manner. All payments of ad valorem taxes shall be made to the Garfield County Treasurer at the times and in the amounts ordinarily required by law. The Company also agrees to provide supporting information to the City and to the Garfield County Assessor in a reasonable and timely manner to facilitate the proper determination of Tax Increment revenue attributable to the Project Site, including specifically Tax Increment revenue derived from long-term inventory subject to ad valorem taxation.

4.5. PROJECT FINANCING. The Company shall provide all financing for the development of the Project Site.

4.6. [Left Blank Intentionally]

4.7. DEDICATION OF RIGHTS-OF-WAY AND EASEMENTS. The Company shall dedicate any reasonably necessary or appropriate easements for drainage, access, construction, rights-of-way, and public utilities within the Project Site to the City in support of the implementation of the Project Plan and development of the Project Site pursuant to this Agreement.

4.8. [Left Blank Intentionally]

4.9. OTHER ACTIONS. The Company agrees to take such other commercially reasonable actions as may be reasonably necessary or appropriate to support the implementation of the Project including, by way of example, furnishing information reasonably requested by the Authority or the City for reporting purposes under the Local Development Act, preparation and execution of supporting Project documentation, cooperation in construction activities, preparation of Project activities reports, preparation of information relating to employment figures, and assistance in other matters that may be of benefit to the Project; provided, that nothing in this Section 4.9 shall obligate or be deemed to obligate the Company to (i) incur, expend or enter into any cost, expense, liability or obligation, (ii) disclose any confidential information, or (iii) undertake any action for which the Authority and/or the City are responsible for undertaking.

## **ARTICLE V. CONSTRUCTION PROVISIONS AND INDEMNIFICATION**

5.1. COMPETITIVE BIDDING ACT. To the extent required by law, any and all public construction contracts, or portions thereof, made by the Authority or the City pursuant to Section 3.2 of this Agreement, shall be made in compliance with the Oklahoma Public Competitive Bidding Act of 1974, Title 61, Oklahoma Statutes, Section 101, *et seq.*, as amended (the "Bidding Act"). The Company agrees the City and the Authority shall have the exclusive right to make determinations pursuant to the Bidding Act.

5.2. CONSTRUCTION PLANS AND CONTRACTS. The Authority and the City shall use their respective best efforts to obtain whatever assistance and approvals may be required from third parties in order to facilitate construction of Traffic Improvements.

5.3. [Left Blank Intentionally]

5.4. PERFORMANCE AND COMPLETION BONDS. Any and all contracts, or portions thereof, made by the Authority or the City pursuant to Section 3.2 of this Agreement shall, to the extent applicable, comply with the bonding requirements of the Bidding Act.

5.5. INDEMNIFICATION.

A. The Company shall indemnify and hold harmless the Authority and the City for any liability for breach of the Company's obligations under this Agreement, in each case subject to Section 6.18; provided, that the Company shall have no obligation to indemnify the Authority or the City for any such injury or damages to the extent arising out of or from (i) any breach of this Agreement or any other Transaction Agreement by the City or the Authority, (ii) any matter for which the Authority or the City are responsible or liable pursuant to any other contract with the Company, (iii) any matter for which any other Person or entity is liable to the Authority or the City, or (iv) any matter caused by willful misconduct or gross negligence of the City or the Authority. The Company shall have the right to control the defense of any third-party claims for which the Authority or the City seek indemnification hereunder. The Authority or the City shall promptly notify the Company in writing of any claim subject to this Section 5.5, but in any event shall provide such notification within thirty (30) days of receipt of any such claim in writing.



B. To the fullest extent allowable by law, the Authority and the City shall indemnify and hold harmless the Company for (i) any liability to third parties for personal injury or property damage for construction and operation activities of the Authority or the City arising out of or related to this Agreement, the subject matter thereof and/or (ii) breach of the Authority's or the City's obligations stated herein or in any other Transaction Agreement, to the extent not caused by willful misconduct or gross negligence of the Company, provided that, said indemnification, if lawful, is not intended to be a waiver of tort claims liability limits, and any claims against the Authority and the City shall be limited to the amounts specified in the Governmental Tort Claims Act, Title 51, Oklahoma Statutes, Section 151, *et seq.*, as amended.

5.6. [Left Blank Intentionally]

## ARTICLE VI. GENERAL PROVISIONS

6.1. **NONDISCRIMINATION.** The Company agrees, in its capacity as the developer of the Project Site, not to discriminate on the basis of race, color, religion, gender, or national origin in the use or occupancy of the any of the buildings and facilities constructed on the Project Site, in violation of any applicable law or regulation.

6.2. **RIGHTS OF ACCESS.**

A. Authority and City Access to Project Site. The Company shall permit representatives of the Authority and the City, and the Authority and the City shall permit representatives of the Company, to have reasonable access to the Project Site, at all reasonable times, for the purposes of this Agreement, including, but not limited to, construction by the Authority and the City, as the case may be, and inspection of all work being performed in connection with construction.

B. No Charge. No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

6.3. [Left Blank Intentionally]

6.4. **CONFLICT OF INTEREST; AUTHORITY'S AND CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.** No official or employee of the Authority or the City shall have any personal interest in this Agreement, nor shall the City or the Authority permit any such person voluntarily to acquire any ownership interest, direct or indirect, in the legal entities which are parties to this Agreement. No official or employee of the Authority or the City shall be personally liable to the Company or any successor in interest, in the event of any default or breach by the Authority of this Agreement or for any amount which becomes due to the Company or its successors under this Agreement.

6.5. **COMPANY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.** No manager, officer, director, advisory board member, unit holder or employee of the Company shall be personally liable to the Authority or the City or any successor in interest, in the event of any

default or breach by the Company of this Agreement or for any amount which becomes due to the Authority, the City or their successors under this Agreement.

6.6. APPLICABLE LAW, SEVERABILITY AND ENTIRE AGREEMENT.

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma governing agreements made and fully performed in Oklahoma. Any action or proceeding arising out of or relating to this Agreement or any transaction contemplated hereby may be brought in the United States District Court for the Western District of Oklahoma, if it has or can acquire jurisdiction, or if not, in courts of the State of Oklahoma, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such action or proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the action or proceeding shall be heard and determined only in any such court and agrees not to bring any action or proceeding arising out of or relating to this Agreement or any transaction contemplated hereby in any other court. The parties agree that either party may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement among the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any action or proceeding referred to in this Section 6.6(A) may be served on either party anywhere in the world by the methods set forth in Section 6.11.

B. [Left Blank Intentionally]

C. If any provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid, illegal, or unenforceable, then the remainder of this Agreement, or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, and the parties shall negotiate in good faith to enter into a provision that effectuates, as closely as possible, the intent of the parties with respect to the invalid, illegal, or unenforceable provision. Furthermore, this Agreement shall be construed in a manner that allows for the effective implementation of the Project Plan pursuant to the Local Act, including specifically the payment of the Inventory Incentives to the Company from available Tax Increment revenues.

D. This Agreement sets forth the entire understanding among the Authority, the City (as applicable), and Company, with respect to its subject matter, there being no terms, conditions, warranties or representations with respect to its subject matter other than as contained herein.

6.7. THIRD PARTIES. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not for the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights express or implied, upon any other person.

6.8. NO PARTNERSHIP OR JOINT VENTURE CREATED. This Agreement specifically does not create any partnership or joint venture between or among the Authority, the City and the Company, or render any of them liable for any of the debts or obligations of any or the others.

6.9. TIME IS OF THE ESSENCE. The Authority, the City and the Company understand and agree that time is of the essence with regard to all the terms and provisions of this Agreement.

6.10. REPRESENTATIONS AND WARRANTIES; FORMALITIES AND AUTHORITY. Each party represents and warrants to the other parties that, as of the date hereof and at all times during the term of this Agreement:

A. Such party validly exists and has all necessary power and authority to execute, deliver and perform its obligations under the Transaction Agreements to which it is party and to carry out the transactions contemplated hereby and thereby.

B. The execution and delivery by such party of the Transaction Agreements to which it is party, the performance by such party of the Transaction Agreements to which it is party and the performance by such party of the Transaction Agreements to which it is party, have been duly authorized by all necessary proceedings with respect to such party, and no other proceedings with respect to such party are necessary to authorize the Transaction Agreements to which such party is party and the transactions contemplated hereby and thereby.

C. Each of the Transaction Agreements to which such party is party have been duly executed and delivered by such party and, assuming due authorization, execution and delivery thereof by the other parties thereto, constitutes a valid and binding obligation of such party, enforceable against such party in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and to general principles of equity.

D. The performance by such party of its obligations under the Transaction Agreements and the transactions contemplated thereby do not: (i) violate, conflict with or constitute a default (with or without the giving of notice, lapse of time or both) under, accelerate any obligations under, terminate or give rise to a right of termination of, any contract or agreement to which such party is a party or by which any property or asset of such party is bound; (ii) violate, conflict with or constitute a default (with or without the giving of notice, lapse of time or both) under the constitutive documents of such party; (iii) cause the creation of any lien or encumbrance upon any of the properties or assets of such party; (iv) violate, conflict with or constitute a default (with or without the giving of notice, lapse of time or both) under any provision of applicable law with respect to such party; (v) require such party to make or provide any notice to, declaration or filing with, or obtain any consent, authorization, permit or approval from, any governmental entity or other person or legal entity or (vi) give any governmental entity the right to revoke, withdraw, suspend, cancel, terminate or modify any permit, license or approval held by such party.

E. There is no proceeding, claim or litigation pending or, to the knowledge of such party, threatened, against such party with respect to the transactions contemplated by the Transaction Agreements.

F. The Authority hereby represents and warrants to Company that the lien in and to the Tax Increment revenues granted to the Company for the payment of the Inventory Incentives

under the Security Agreement constitutes a valid, perfected and first priority lien in and to said Tax Increment revenues.

G. The City has validly adopted the Local Act, and the period for invoking a referendum with respect to the Local Act (as provided in Section 868 of the Local Development Act) has expired without action.

6.11. NOTICES AND DEMANDS. Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally to:

A. In the Case of the Company:

Transportation Partners and Logistics LLC

Attn: \_\_\_\_\_  
P.O. Box 51647  
Casper, WY 82605

B. In the case of the Authority:

Enid Economic Development Authority

Attn: City Manager  
P.O. Box 1768  
Enid, OK 73702

C. In the case of the City:

The City of Enid, Oklahoma

Attn: City Manager  
P.O. Box 1768  
Enid, OK 73702

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the others as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

6.12. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Authority, the City and the Company and their respective legal representatives, successors and assigns.

6.13. MODIFICATIONS. This Agreement cannot be changed orally, and no agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such agreement is in writing and is signed by the party or parties against whom enforcement of any waiver, change, modification or discharge is sought.

6.14. UNAVOIDABLE DELAYS. The time for performance of any term, covenant, condition, or provision of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, “unavoidable delays” means beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition or provision under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, any other party to this Agreement, strikes, labor disputes, governmental restrictions, delays in any governmental permitting process that are outside of the Company’s control, court injunctions, riot, civil commotion, acts of public enemy and casualty, but shall not include delays attributable to financial difficulties of such party. In the event of an unavoidable delay the affected party shall promptly notify the other parties in writing and use its reasonable best efforts to mitigate and resolve the unavoidable delay as promptly as possible (keeping the other parties informed of the efforts being made to mitigate and resolve the unavoidable delay). Provided however, it is understood and agreed by the parties that under no circumstances shall an unavoidable delay operate to extend the duration of the Increment District or in any way alter the provisions of the Local Act.

6.15. FURTHER ASSURANCES. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

6.16. ATTORNEYS’ FEES. In the event of any controversy, claim or dispute between the Authority, the City and the Company affecting or relating to the subject matter or performance of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable expenses, including reasonable attorneys’ fees.

6.17. COUNTERPARTS; HEADINGS.

A. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

B. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

6.18. LIMITED LIABILITY. The liability of the Authority and the City to the Company arising by virtue of this Agreement shall be limited to the Inventory Incentives, i.e. 65% of the Tax Increment revenues derived from the long-term storage of inventory subject to ad valorem taxation, and resort shall not be had to the Authority or the City for any additional amounts.

6.19. ASSIGNMENT. This Agreement and the rights and obligations of the Company may be assigned or transferred at any time by any party upon written notice to the other parties hereto. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the permitted assigns of the parties.

6.20. NO USE OF NAMES. Neither the entry into or consummation of this Agreement, or the transactions contemplated hereby, shall give the City or the Authority, any right to use any name, trademark, servicemark, logo or other intellectual property of the Company or its affiliates.

6.21. EXHIBITS AND SCHEDULES. The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Agreement:

- A. Exhibit A – Map of Increment District No. 7
- B. Exhibit B –Increment District Legal Description
- C. Exhibit C – Preliminary Project Site Development Plan
- D. Exhibit D – Project Site Legal Description

6.22. CONSTRUCTION OF THIS AGREEMENT. The Authority, the City, and the Company acknowledge that they and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

6.23. SURVIVAL. The representations, warranties, covenants and undertakings of the parties set forth in this Agreement shall survive the execution and delivery of this Agreement, and continue in full force until this Agreement has been fully performed in accordance with its terms and the Authority has fully paid the Inventory Incentives in accordance with the terms herein. Notwithstanding the foregoing, the provisions of Section 6.6 shall continue following the payment of the Inventory Incentives with respect to matters, events or circumstances occurring or arising prior to such time.

[Remainder of Page Intentionally Left Blank]



**ENID ECONOMIC DEVELOPMENT  
AUTHORITY (“AUTHORITY”)**

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Name: Bill Shewey  
Title: Chairman

By: \_\_\_\_\_  
Name: Linda Parks  
Title: Secretary

STATE OF OKLAHOMA        )  
  )SS  
COUNTY OF GARFIELD     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December, 2016, by Bill Shewey, Chairman of the Enid Economic Development Authority, a public trust, on behalf of the trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.  
My commission number \_\_\_\_\_.



**THE CITY OF ENID, OKLAHOMA  
("CITY")**

(SEAL)

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

Name: Bill Shewey

Title: Mayor

ATTEST:

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

Name: Linda Parks

Title: City Clerk

STATE OF OKLAHOMA        )  
  )SS  
COUNTY OF GARFIELD     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December, 2016, by Bill Shewey, Mayor of The City of Enid, Oklahoma, a municipality, on behalf of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_.

My commission number \_\_\_\_\_.

## EXHIBIT A

### MAP OF INCREMENT DISTRICT NO. 7

The boundaries of Increment District No. 7, City of Enid contain an area generally described as an area bordered on the north by the Burlington Northern Railroad mainline, on the east by 78<sup>th</sup> Street, on the west by 66<sup>th</sup> Street, and on the south by E. Owen K. Garriott Road (U.S. Highway 64/412). Please see Exhibit "B" for a legal boundary description of Increment District No. 7.



## **EXHIBIT B**

### **INCREMENT DISTRICT LEGAL DESCRIPTION**

#### **INCREMENT DISTRICT NO. 7, CITY OF ENID**

An area located entirely in Garfield County, Oklahoma, more particularly described as follows:

Tax ID: 33760

06-22N-05W Acres-53.823 sd-E56 UNPLATTED REAL ESTATE SW/4 6-22 -5 UNDIV 1/3  
INT (EX .42A COUNTY) PRIMARY PARCEL

Tax ID: 33759

06-22N-05W Acres-65.81 sd-E56 UNPLATTED REAL ESTATE ALL S OF R RWY IN SE/4 6-  
22-5

Tax ID: 24717

07-22N-05W Acres-155.997 sd-R56 UNPLATTED REAL ESTATE NE/4 7-2 2-5 (EX HWY)

Tax ID: 33762

07-22N-05W Acres-79.2 sd-E56 U NPLATTED REAL ESTATE E/2 OF NW/4 7-22-5 (EX  
STRIP FOR HWY)

Tax ID: 33763

07-22N-05W Acres-79.2 sd-E56 U NPLATTED REAL ESTATE W/2 OF NW/4 7-22-5 (EX  
EASEMENT TO COUNTY & STRIP FOR HWY)

**EXHIBIT C**

**PRELIMINARY PROJECT SITE DEVELOPMENT PLAN\***

**[See Following Page]**

\* Preliminary Layout; subject to change.

## EXHIBIT D

### PROJECT SITE LEGAL DESCRIPTION

#### **INITIAL PROJECT SITE\***

\* This legal description incorporates the parcel(s) of property owned by the Company within the Increment District as of the date of this agreement; provided however, the definition of “Project Site” is intended to be automatically modified to incorporate all parcels owned or hereafter acquired by the Company within the Increment District.

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of the 6<sup>th</sup> day of December, 2016, is entered into by and between the Enid Economic Development Authority (the “Authority”) and The City of Enid, Oklahoma (the “City”).

### WITNESSETH:

WHEREAS, the Authority has been created by a Trust Indenture dated as of April 16, 1987, as amended by an Amendment to the Trust Indenture dated October 15, 1991, for the use and benefit of the City under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2011, Sections 176 to 180.4, inclusive, as amended and supplemented, the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City has adopted and approved the TP&L Economic Development Project Plan dated August 31, 2016 (the “Project Plan”) by Ordinance No. 2016-22 dated September 20, 2016 (the “Local Act”), pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 850, *et seq.* as amended (the “Local Development Act”); and

WHEREAS, the City, by virtue of the Local Act, has heretofore created Increment District No. 7, City of Enid (as more specifically described herein, the “Increment District”), pursuant to the Local Development Act; and

WHEREAS, the City, the Authority, and Transportation Partners and Logistics LLC (including its successors and assigns, the “Company”) have heretofore entered into an Economic Development Agreement dated as of December 6, 2016 (the “Economic Development Agreement”), for the purpose of providing a framework for the implementation of the Project Plan, including specifically the apportionment of certain TIF Revenues for the payment of the costs of Traffic Improvements, Organizational Costs, and Inventory Incentives (each as described in the Project Plan and the Economic Development Agreement); and

WHEREAS, the obligations to pay and/or reimburse certain costs incurred by the City or the Authority for payment of the costs of the Traffic Improvements and the Organizational Costs, as set forth in the Economic Development Agreement, shall be referred to herein as the “Reimbursement Obligations”; and

WHEREAS, the Authority may issue one or more series of its Tax Increment Revenue Bonds (if issued, referred to herein as the “TIF Bonds”) for the purpose of financing the costs of the Traffic Improvements and the Organizational Costs, pursuant to a General Bond Indenture (if entered into, and as may be supplemented and amended, referred to herein as the “Indenture”); and

WHEREAS, the obligation to pay to the Company the Inventory Incentives, as set forth in the Economic Development Agreement, shall be referred to herein as the “Incentive Obligations”; and

WHEREAS, the terms used herein shall have the meanings given to them in the TIF Ordinance, the Project Plan, and the Economic Development Agreement, unless otherwise defined herein; and

WHEREAS, various ad valorem taxing entities having jurisdiction within the Increment District levy ad valorem tax, from time to time and in amounts as determined by law and by approval of a majority of the qualified voters of the respective ad valorem taxing entities voting at elections held for such purpose; and

WHEREAS, the ad valorem tax revenue generated from within the Increment District, in excess of the ad valorem tax revenue generated from within the Increment District on the Base Assessed Value (as defined by Section 862 of the Local Development Act), shall be referred to herein as the “Ad Valorem Tax Increment”; and

WHEREAS, the Project Plan provides for the apportionment of one hundred percent (100%) of the Ad Valorem Tax Increment on an annual basis to the payment of Project Costs; and

WHEREAS, the “TIF Revenues” shall, on an annual basis, consist of one hundred percent (100%) of the Ad Valorem Tax Increment; and

WHEREAS, in order to secure the payment of the Reimbursement Obligations and the Incentive Obligations, and define how the TIF Revenues are to be received by the City and paid over to the Authority, it is necessary that this Security Agreement be entered into; and

WHEREAS, all things necessary and appropriate to make this Security Agreement a valid and binding agreement by and between the Authority and the City have been done, happened and performed.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants expressed herein and the creation of the Reimbursement Obligations and the Incentive Obligations by the Authority by and on behalf of the City and other good and valuable consideration, receipt of which is hereby acknowledged by and between the parties hereto, the Authority and the City agree as follows:

Section 1. The revenues representing the TIF Revenues received from the Garfield County Treasurer by the City from time to time shall be deposited in a special account (the “Apportionment Fund”) established separate and apart from the General Fund of the City. The TIF Revenues shall constitute special funds of the City and shall not be subject to annual appropriation as part of the General Fund of the City. The City agrees and hereby directs that all amounts of money representing any and all TIF Revenues, i.e. all of the Ad Valorem Tax Increment, shall be paid over to the Authority as received by the City for immediate deposit in an account to be established and maintained by the Authority entitled “Enid Economic Development Authority Tax Increment Revenue Fund” (the “Tax Increment Revenue Fund”). The parties to this Security Agreement hereby acknowledge and the Authority does hereby pledge the TIF Revenues, for the benefit of any bondholders, for the purpose of paying debt service on the TIF Bonds and any other payments required by the Indenture; and further, the parties to this Security Agreement hereby acknowledge and the Authority does hereby pledge the TIF Revenues to the payment of the costs of the Reimbursement Obligations (to the extent not funded from proceeds of TIF Bonds), and to the

payment of the Incentive Obligations. The TIF Revenues are to be utilized in the manner and for the purposes set out in the Economic Development Agreement and the Indenture (if applicable), which purposes it is hereby acknowledged are consistent with the authorized uses of said TIF Revenues as set out in the TIF Ordinance and the Project Plan.

The Tax Increment Revenue Fund shall be chargeable with the following payments in the following order of priority:

FIRST: To pay debt service on the TIF Bonds, if any, issued pursuant to the Indenture.

SECOND: To make payments, if required, to satisfy any Reserve Requirement and/or replenish the Reserve Account of the Bond Fund established by the Indenture with respect to the TIF Bonds issued pursuant to the Indenture.

THIRD: With respect to the portion of TIF Revenues derived from the taxation of inventory sourced to the Increment District (as determined annually by the Garfield County Assessor), an amount equal to 65% annually shall be paid to the Company pursuant to the terms of the Economic Development Agreement (i.e., the Incentive Obligations)

FOURTH: With respect to the remaining portion of TIF Revenues derived from the taxation of inventory sourced to the Increment District (as determined annually by the Garfield County Assessor), along with all of the portion of TIF Revenues generated by real and personal property ad valorem taxes, excluding taxes on inventory, an annual amount equal to the greater of \$100,000 or all of the TIF Revenues generated by real and personal property ad valorem taxes, excluding taxes on inventory, shall be paid to the City as reimbursement for the costs of the Traffic Improvements and the Organizational Costs (i.e., the Reimbursement Obligations), until an aggregate total amount of not-to-exceed \$850,000 has been reimbursed; provided however, such amount shall be reduced by a commensurate amount of proceeds of TIF Bonds, if any, provided to the City in satisfaction of the Reimbursement Obligations.

FIFTH: With respect to all remaining TIF Revenues, such amount shall be paid to the affecting taxing jurisdictions in proportion to the allocation that the taxing jurisdictions would ordinarily receive from the increased assessed values, in the absence of the Increment District, excluding sinking fund levies (as set forth in Sections 853(9), 853(14)(i) and 854(4) of the Local Development Act; provided that any portion of the TIF Revenues allocated to the School District shall be for the purpose of providing a specific revenue source for capital expenditures (and any related financing costs) for the benefit of the School District

Section 2. In consideration of the potential issuance of TIF Bonds by the Authority on behalf of the City, the Authority has pledged the TIF Revenues to the Authority and does hereby



create a security interest in said revenues in favor of the holders of the TIF Bonds issued pursuant to the Indenture, the City (with respect to the Reimbursement Obligations), and the Company (with respect to the Incentive Obligations). The parties hereto agree that the Tax Increment Revenue Fund shall be a special trust fund for the benefit of the holders of the TIF Bonds issued pursuant to the Indenture, the City (with respect to the Reimbursement Obligations), and the Company (with respect to the Incentive Obligations).

Section 3. Monies contained in the Tax Increment Revenue Fund shall be continuously invested and reinvested, as directed by the Authority, in Authorized Investments, as may defined in the Indenture, that shall mature not later than the respective dates, as estimated, when the monies in said fund shall be required for the purposes intended. In the absence of such definition, said monies shall be invested in a manner consistent with the investment policies of the City.

Section 4. The Authority and the City agree to continually ensure that the TIF Revenues are utilized for one or more of the authorized purposes as set out in the TIF Ordinance, the Project Plan, and in the manner set out in Section 1 hereof.

Section 5. This Security Agreement shall remain in full force and effect until any TIF Bonds issued pursuant to the Indenture are no longer outstanding and the Reimbursement Obligations and the Incentive Obligations have been paid in full pursuant to the terms of the Economic Development Agreement. It is hereby acknowledged that pursuant to Section 6C of Article X of the Constitution of the State of Oklahoma and the Local Development Act, the direction of apportionment of the TIF Revenues shall continue beyond the current Fiscal Year for the duration of the Increment District, or the period required for the discharge of indebtedness that may be incurred by the public entities authorized by the Project Plan, whichever is less; provided however, that since the levy, collection and use of ad valorem taxes (as may be applicable to the Increment District) were approved by a majority of the voters voting at elections held for such purpose, the voters have the power to revoke or modify the same. The TIF Bonds, if issued by the Authority pursuant to the Indenture, shall in no way be or become an obligation of the City.

Section 6. It is understood and agreed that this Security Agreement is a third party beneficiary contract for the benefit of the holders of the TIF Bonds issued pursuant to the Indenture, the City (with respect to the Reimbursement Obligations), and the Company (with respect to the Incentive Obligations). The parties hereto agree that the Tax Increment Revenue Fund shall be a special trust fund for the benefit of the holders of the TIF Bonds issued pursuant to the Indenture, the City (with respect to the Reimbursement Obligations), and the Company (with respect to the Incentive Obligations), and may be pledged and assigned by the Authority as security for of the holders of the TIF Bonds issued pursuant to the Indenture, the City (with respect to the Reimbursement Obligations), and the Company (with respect to the Incentive Obligations).

Section 7. For so long as this Security Agreement remains in effect, the City shall not assign, transfer, pledge or grant a security interest or other lien against the TIF Revenues, or any rights or interests therein, to any person other than the Authority pursuant to or in furtherance of this Security Agreement or the Indenture. Notwithstanding the foregoing, this Section 7 shall not apply to any amounts paid to the affected taxing jurisdictions pursuant to priority “FIFTH” under Section 1 above.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Enid Economic Development Authority has caused this Security Agreement to be signed by its Chairperson, attested by its Secretary, and has caused the seal of the Authority to be impressed hereon and The City of Enid, Oklahoma, acting by and through its City Commission, has caused this Security Agreement to be signed by its Mayor, attested by its City Clerk, and has caused the seal of the City to be impressed hereon, all as of the date above set out.

ENID ECONOMIC DEVELOPMENT  
AUTHORITY

(SEAL)

\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Secretary

THE CITY OF ENID, OKLAHOMA

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

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

**ACKNOWLEDGEMENTS**

STATE OF OKLAHOMA            )  
  )SS  
COUNTY OF GARFIELD        )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of December, 2016, by Bill Shewey, Chairperson of the Enid Economic Development Authority, a public trust, on behalf of the trust.

\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires \_\_\_\_\_.  
My commission number \_\_\_\_\_.

STATE OF OKLAHOMA            )  
  )SS  
COUNTY OF GARFIELD        )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of December, 2016, by Bill Shewey, Mayor of The City of Enid, Oklahoma, on behalf of the City.

\_\_\_\_\_  
Notary Public

(SEAL)

My commission expires \_\_\_\_\_.  
My commission number \_\_\_\_\_.

**TP&L**  
**ECONOMIC DEVELOPMENT PROJECT PLAN**

**Prepared by:**

**THE CITY OF ENID, OKLAHOMA**

**MAYOR AND BOARD OF COMMISSIONERS**

**WILLIAM E. SHEWEY, MAYOR**

**RON JANZEN, WARD 1**

**AARON BROWNLEE, WARD 2**

**BEN EZZELL, WARD 3**

**RODNEY TIMM, WARD 4**

**TAMMY WILSON, WARD 5**

**DAVID VANHOOSER, WARD 6**

**JERALD GILBERT, CITY MANAGER**

**ANDREA CHISM, CITY ATTORNEY**

**THE PUBLIC FINANCE LAW GROUP PLLC**

**5657 N. CLASSEN BOULEVARD, SUITE 100**

**OKLAHOMA CITY, OKLAHOMA 73118**

**(405) 235-3413**

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TP&L

ECONOMIC DEVELOPMENT PROJECT PLAN

I. DESCRIPTION OF PROJECT

This TP&L Economic Development Project Plan (the “**Project Plan**”) describes an economic development project that contemplates a prospective industrial development project by Transportation Partners and Logistics LLC (together with any successors or assigns, referred to herein as the “**Company**” or “**TP&L**”) within The City of Enid, Oklahoma (the “**City**”). The purpose of the Increment District (as defined herein) is to promote economic development in the City by facilitating the payment of certain infrastructure costs necessary to make certain property viable for industrial development.

TP&L proposes to construct and operate a transload facility in the City to accommodate the logistic requirements of large industrial developments, including but not limited to proposed wind energy projects in the south central part of the United States, which will encourage commerce and generate a corresponding growth in the local tax base (collectively, the “**Project**”). TP&L’s corporate headquarters are located in Casper, Wyoming, and the Company provides logistics management services for all steps of the supply chain, including on-loading, off-loading, and storage, within all sectors, including port, truck, rail, and distribution services. TP&L operates several transload facilities within the United States, and has identified the City as a desirable location in order to situate itself to be part of the projected expansive growth of the wind farm industry. The proposed Project is located between 66<sup>th</sup> Street and 78<sup>th</sup> Street, south of the Burlington Northern Santa Fe Railroad mainline, and north of US Highway 412. The initial property acquired by TP&L for the Project comprises approximately 160 total acres, but TP&L contemplates expansion to accommodate increased levels of success.

In the time since beginning initial discussions with City economic development officials, the Company has already completed an initial 50 acre lay-down yard, a rail-road spur for rail loading and off-loading, and begun storing initial inventory in support of proposed wind-farm projects. However, the laws of the State of Oklahoma require ad valorem taxation of inventory that is stored for longer terms. Within the wind industry, wind farm projects require significant manufacturing lead time, and components may be ordered and delivered months and even years in advance of their deployment at the project site. This tax structure places Oklahoma at a competitive disadvantage that, without the economic incentives proposed in this Project Plan, result in the storage of inventory, along with the significant economic activity associated therewith, to be located in other states.

The City has long recognized the difficulty in development of the area for industrial purposes due to the significant costs associated with upgrading traffic infrastructure to a level sufficient to support significant industrial development in the area. The City proposes to encourage the Project by providing a mechanism for the payment of certain costs associated with the Project. The City has identified specific infrastructure improvements to 66<sup>th</sup> Street that will not only make the area viable for additional industrial development, but will also provide improved bus access to

Pioneer Pleasant-Vale Elementary School. Certain Project Costs have been identified that will improve publicly owned traffic facilities and infrastructure (referred to herein as the “**Traffic Improvements**”), and these improvements are estimated to cost approximately \$2.5 million, and will be funded from proceeds of an economic development grant in the amount of \$1.2 million, a contribution of \$500,000 from TP&L, and the balance of \$800,000 derived from the incremental revenues described herein. The purpose of the Traffic Improvements is to provide a critical part of the infrastructure needed to incentivize development in this industrial corridor, similar to the development along 54<sup>th</sup> Street. The scope of the Traffic Improvements is to reconstruct 66<sup>th</sup> Street from U.S. 412 north to Willow Road to industrial standards in order to withstand the anticipated loads associated with industries such as trans-shipment handling, manufacturing, and oil & gas support and heavy maintenance industries. Additionally, economic incentives are proposed in the amount of 65% of the total ad valorem taxes generated by long-term inventory storage (referred to herein as the “**Inventory Incentives**”). The goal of the Inventory Incentives is to maximize the amount of industrial project inventory locating to Enid in order to maximize tax receipts. The 35% not utilized for incentives will directly benefit the affected taxing jurisdictions. The Traffic Improvements and the Inventory Incentives are collectively referred to herein as the “**TIF Projects**,” and the costs associated therewith are referred to herein as the “**Project Costs**”.

The City will recoup the costs of the Traffic Improvements, along with upfront Organizational Costs, from the TIF Revenues (as defined herein) derived from the Increment District (as defined herein). The Project Plan provides that pursuant to the terms of a development agreement between the City and the Company (as required by the Local Development Act defined herein), an amount equal to not more than 65% of the TIF Revenues derived from ad valorem taxes on inventory shall be utilized as an incentive to facilitate the procurement of logistics contracts based in Enid for a period of 10 years. The TIF Revenues will be used to pay the costs of the Inventory Incentives, reimburse the costs of the Traffic Improvements, and/or pay debt service on obligations issued to pay the costs of the Traffic Improvements. All costs related to the Traffic Improvements will be expended and the related improvements completed by approximately March 2018.

The Company has indicated that construction of their facilities has already resulted in a taxable capital investment of approximately \$6.2 million, with the potential for expansion in the future.

## II. PROJECT AREA AND INCREMENT DISTRICT BOUNDARIES

The project area is an area within which project activities, including construction of the supporting publicly financed improvements, will take place (referred to herein as the “**Project Area**”). The Increment District is the specific area located within the Project Area within which the tax increment will be generated (referred to herein as the “**Increment District**”). A map showing the Increment District is attached as Exhibit “A”. The legal description of the Increment District is set forth in Exhibit “B”. A map showing the Project Area is attached as Exhibit “C”. The legal description of the Project Area is set forth in Exhibit “D”.



### III. ELIGIBILITY OF PROJECT

The Project Area (including the Increment District) is undeveloped and/or underdeveloped within the meaning of Article 10, §6C of the Oklahoma Constitution and the Local Development Act, 62 O.S. §850, *et seq* (the “Local Development Act”). The Project Area (including the Increment District) is located in an enterprise area (as defined in Section 853(5) of the Local Development Act) and is therefore eligible for assistance under the Local Development Act.

The Increment District comprises an area where investment, development and economic growth have not occurred, and which requires significant public infrastructure improvements to serve as a catalyst to expand employment opportunities, to attract major investment in the area, and to enhance the tax base.

### IV. OBJECTIVES

The purpose of the Increment District is to support the achievement of the economic development objectives of the City in order to:

- A. Create a competitive industrial development opportunity within the City that will act as a catalyst for additional development within the community;
- B. Attract major investment in the area;
- C. Serve as a catalyst for retaining and expanding employment in the area;
- D. Promote economic development to increase tax revenues, raise property values, and improve economic stability;
- E. Preserve and enhance the tax base; and
- F. Make possible investment, development and economic growth which would otherwise be difficult or impossible without the TIF Projects and the apportionment of ad valorem taxes from within the Increment District.

### V. FINANCIAL IMPACTS

The proposed private development will generate tax increments necessary to pay all or a portion of the authorized costs of the Project. The proposed development project does not create a significant increase in demand for services or costs to the affected taxing entities other than the City, whose public sector costs will be offset by apportioned tax increments as provided in this Project Plan.

The affected ad valorem taxing jurisdictions are Garfield County, the Garfield County Health Department, the City, Astry Technology Center Vo-Tech District No. 15, and Pioneer-Pleasant Vale Independent School District No. 56 (referred to herein as the “**School District**”). The general and intangible impacts on the affected taxing jurisdictions from implementation of this Project Plan are positive and include the achievement of the objectives set forth in Section IV of this Project Plan.

The creation of the Increment District will allow the City to apportion the incremental increase in ad valorem tax revenues generated through construction and operation of the industrial developments within the Increment District for the purpose of paying Project Costs, either through direct payment and/or reimbursement and/or paying debt service on tax apportionment bonds or notes (collectively, the “**TIF Bonds**”), which may be issued in one or more series by a public trust created under Title 60, Oklahoma Statutes 2011, Section 176 *et seq.*, for the benefit of the City and including any interest, capitalized interest and other related financing costs. The proceeds of any such TIF Bonds shall be utilized for the Project Costs.

It is anticipated that a successful development will result in significant long term benefits to the affected ad valorem taxing jurisdictions without causing significant (if any) negative impact on the existing tax base during the term of the Increment District. The formation of an Increment District should result in no net loss in existing ad valorem tax revenue to each of the affected ad valorem taxing jurisdictions. The formation of the Increment District will cause the affected ad valorem taxing jurisdictions to forgo the majority of any new incremental ad valorem tax revenue generated from real and personal property values (excluding taxes on inventory) during the term of the Increment District, but will not affect the existing ad valorem tax base within the Increment District. Upon expiration of the Increment District, the affected ad valorem taxing jurisdictions could see an aggregate net gain in annual ad valorem tax revenues of approximately \$66,500 (based on an initial total capital investment of approximately \$6.2 million, and not including future revenues derived from ad valorem tax on inventory). More significantly, projected taxes generated from inventory are estimated to be approximately \$1.73 million per year (based on average inventory levels of \$650 million), of which 35% will be apportioned directly to the affected taxing jurisdictions, resulting in a net increase of approximately \$549,000 per year over the existing tax receipts.

Anticipated impacts on the ad valorem taxing jurisdictions include population growth and the demand for services created thereby. The direct impact on each ad valorem taxing jurisdiction is the loss of a portion of the new ad valorem tax increment revenues during the period of apportionment. An additional impact on the school district is that the valuation of the Increment District will not count for, and will therefore limit, the bonding capacity of the school district. However, the school district does realize additional revenue from other sources on a per pupil basis and will also receive an allocation of a portion of the TIF Revenues (as defined in Section VII herein) for the purpose of providing a specific revenue source for capital expenditures (and any related financing costs) for the benefit of the school district. These impacts may be mitigated by any increase in valuation of property outside the Increment District (for example, successful development enhances the property values surrounding the Increment District), and by any increase in new housing outside the Increment District (for example, successful development results in net population gain to the City creating demand for new housing).

The proposed development project does not create a significant increase in demand for utility services from the City, and any public sector costs should be more than offset by apportioned tax increments as provided in this Project Plan. The proposed development within the Increment District should generate modest increases in annual water and sewer utility revenues.

## VI. STATEMENT OF PRINCIPAL ACTIONS

Implementation actions for the project, including all necessary, appropriate and supportive steps, will consist of the following:

- A. Site preparation, planning and construction of public improvements necessary to support the development project;
- B. Acquisition by private developers of any additional properties necessary for the development project including connecting public easements;
- C. Negotiation, preparation, execution, and implementation of development agreements, including agreements for financing and construction by private developers, as authorized by the Local Development Act. Such agreements may include the granting of incentives for private developers to complete certain improvements within the project area;
- D. Issuance of tax apportionment bonds or other debt issuance necessary to provide funds for Project Costs;
- E. All other actions necessary and appropriate to carry out the development project as authorized by the Local Development Act.

## VII. ESTABLISHMENT OF INCREMENT DISTRICT NO. 7, CITY OF ENID

Increment District No. 7, City of Enid shall be created upon adoption of an Ordinance of the Board of Commissioners of The City of Enid, Oklahoma (the “**Board**”), approving this Project Plan. The Increment District shall comprise one hundred percent (100.0%) of the total equalized assessed value of real and personal property within the boundaries of the Increment District. The base assessed value (as described in Section 862 of the Local Development Act) of the Increment District shall be calculated as an amount equal to one hundred percent (100.0%) of the initial equalized assessed value of real and personal property within the boundaries of the Increment District. In accordance with the provisions of the Local Development Act, one hundred percent (100%) of the increments of real and personal property ad valorem taxes generated within the Increment District, in excess of the real and personal property ad valorem taxes generated from the base assessed value of the Increment District, as such increments are determined and defined pursuant to the Local Development Act (collectively, the “**TIF Revenues**”, and said amount representing one hundred percent (100.0%) of the total new ad valorem tax revenues generated within the boundaries of the Increment District), shall be apportioned as follows: (i) an amount

equal to the greater of \$100,000 or all of the TIF Revenues generated by real and personal property ad valorem taxes, excluding taxes on inventory, shall be apportioned annually to the City for payment and/or reimbursement of the costs of the Traffic Improvements (in an amount not to exceed \$800,000), plus the Organizational Costs of the Increment District (estimated at \$50,000), plus any interest and/or other financing costs incurred by the City or a public trust issuing TIF Bonds on its behalf; (ii) sixty-five percent (65%) of the TIF Revenues derived from the taxation of inventory sourced to the Increment District (as determined annually by the Garfield County Assessor) shall be apportioned to the Company to pay (or reimburse the payment of) the costs of the Inventory Incentive; and (iii) all remaining amounts of TIF Revenues shall be apportioned to the affecting taxing jurisdictions in proportion to the allocation that the taxing jurisdictions would ordinarily receive from the increased assessed values, in the absence of the Increment District, excluding sinking fund levies (as set forth in Sections 853(9), 853(14)(i) and 854(4) of the Local Development Act; provided that any portion of the TIF Revenues allocated to the School District shall be for the purpose of providing a specific revenue source for capital expenditures (and any related financing costs) for the benefit of the School District. The apportionment of the TIF Revenues shall continue for that period required for the payment of the Project Costs (including any interest, capitalized interest, and other related financing costs), or a period not to exceed approximately ten (10) calendar years (ending December 31, 2026, and referred to as the “**Expiration Date**”), whichever is less.

## VIII. TIF PROJECTS AND INCREMENT DISTRICT AUTHORIZATIONS

A. Upon adoption of an Ordinance of the City approving this Project Plan, the Board is hereby designated and authorized as the public entity to carry out and administer the provisions of this Project Plan and to exercise all powers necessary or appropriate thereto, including, without limitation, those powers described in Section 854 of the Local Development Act.

B. The Board may create a new public trust with the City named as its beneficiary, and/or designate an existing public trust with the City named as its beneficiary (said public trust referred to herein as the “**Authority**”), and said Authority shall be the public entity designated by the City to assist in carrying out and administering the provisions of this Project Plan and authorized to exercise all powers necessary or appropriate thereto pursuant to Title 62, Section 854 of the Local Development Act, except for approval of this Project Plan and those powers enumerated in paragraphs 1, 4, 7, and 16 of that section, which powers shall be reserved to the Board.

C. The person in charge of implementation of this Project Plan in accordance with the provisions, authorizations and respective delegations of responsibilities contained herein is Mr. Jerald Gilbert, City Manager of the City. Mr. Gilbert, or his successor as City Manager, is authorized to empower one or more designees to exercise responsibilities in connection with project implementation.

**IX. BUDGET OF ESTIMATED PROJECT COSTS TO BE FINANCED FROM INCREMENT DISTRICT NO. 7**

Project Costs to be financed by the apportionment of TIF Revenues from the Increment District include: (i) the planning, design, acquisition (including connecting public easements), site preparation and construction of the Traffic Improvements in an amount not to exceed \$800,000; (ii) the Inventory Incentive in the amount equal to sixty-five percent (65%) of the TIF Revenues derived from the taxation of inventory sourced to the Increment District (based on preliminary estimates, approximately \$10.4 million); (iii) the payment of assistance in development financing (as authorized by Section 853(14)(o) of the Local Development Act) to a third party as reimbursement for the payment of Project Costs; and (iv) the costs incurred or to be incurred by or on behalf of the City or the Authority in implementing and administering this Project Plan, including, but not limited to, payment and/or reimbursement of costs advanced in connection with the preparation and approval of this Project Plan, administrative costs, organizational costs, professional service costs, financing costs and fees, and principal, interest (including capitalized interest), and prepayment premium paid on debt service and/or any reimbursement obligation. The Organizational Costs associated with the creation and implementation of the Increment District are preliminarily estimated at \$50,000.

The total estimate of Project Costs that may be made available for improvements from apportioned tax revenues shall be \$11,250,000 (including all engineering, construction, and planning costs). Apportioned tax revenues in excess of the amounts needed for Project Costs may be utilized if necessary (x) to pay interest and other financing costs, as well as to fund any capitalized interest and reasonably required reserves associated with obligations issued to fund said improvements; (y) to pay the direct administrative costs incurred or to be incurred by or on behalf of the City or the Authority in implementing and administering this Project Plan (as contemplated in Title 62, Section 853(14)(e) of the Local Development Act); and/or (z) pay additional accrued amounts of the Inventory Incentive.

The total cost of the Traffic Improvements is estimated at \$2.5 million. The portion of the Project Costs of the Traffic Improvements to be paid from the TIF Revenues is a fixed, not to exceed amount (plus any amounts necessary to pay interest, capitalized interest, costs of issuance, and establish reserve funds in connection with the issuance of TIF Bonds and any amounts necessary to pay or reimburse the costs incurred or to be incurred by or on behalf of the City or the Authority in implementing and administering this Project Plan, including any interest component pursuant to a reimbursement obligation). The Traffic Improvements represent Project Costs that will improve publicly owned facilities and infrastructure. The Inventory Incentive is based on a percentage of total tax receipts, based on preliminary projections provided by TP&L. Deviations from these projections will result in a larger or smaller incentive. The Organizational Costs are an estimated total amount of preliminary costs incurred by the City in connection with the establishment of the Increment District.

**X. METHODS OF FINANCING PROJECT COSTS, EXPECTED SOURCES OF REVENUES, AND TIME WHEN COSTS OR MONETARY OBLIGATIONS ARE TO BE INCURRED**

**A. Methods of Financing.** It is expected that the Project Costs will be directly paid by the Company or the City and reimbursed from the TIF Revenues. Alternatively, certain Project Costs may be paid from the proceeds of any TIF Bonds and payment of principal and interest due on such TIF Bonds will be paid from available TIF Revenues. Certain other costs of the TIF Projects may be paid from such other funds of the City as may be lawfully used for the purposes hereinabove stated.

**B. Expected Sources of Revenues.** The payment or reimbursement of Project Costs, including any interest component on reimbursed funds and any principal, interest, and premium on any TIF Bonds, will be made from TIF Revenues. In accordance with the provisions of the Local Development Act, one hundred percent (100%) of the TIF Revenues, are to be apportioned and set aside from all other ad valorem taxes levied within the Increment District, to be used exclusively for:

- (i) the payment of Project Costs incurred in connection with the development, construction, or implementation of the TIF Projects;
- (ii) the reimbursement of the Company (pursuant to a development agreement with the City or the Authority), the City, or any agency thereof (including the Authority), which has paid Project Costs from funds which were not increments derived from the Increment District, but only to the extent that such sums were actually paid or, in the case of reimbursement of the Company, constitute an interest component on sums that were actually paid;
- (iii) the payment of principal, interest and premium, if any, on any TIF Bonds issued pursuant to Section 863 of the Local Development Act (including pledging as security for such payments);
- (iv) the payment, if required, of amounts necessary to satisfy or replenish any reserve requirement established with respect to any TIF Bonds; and
- (v) the establishment and payment of a specific revenue source for affected taxing entities pursuant to Sections 853(9), 853(14)(i), and 854(4) of the Local Development Act.

Pursuant to the Local Development Act, the TIF Revenues apportioned hereunder shall be transferred by the Garfield County Treasurer to a special fund to be known as the “Increment District No. 7 - Apportionment Fund” (hereinafter, the “**Apportionment Fund**”), which fund will be held by and be the property of the City (except that such fund may also be held by the Authority or a trustee acting on behalf of the Authority). No portion of the TIF Revenues and no portion of the Apportionment Fund shall constitute a

part of the general fund of the City. TIF Revenues shall be apportioned as follows: (i) an amount equal to the greater of \$100,000 or all of the TIF Revenues generated by real and personal property ad valorem taxes, excluding taxes on inventory, shall be apportioned annually to the City for payment and/or reimbursement of the costs of the Traffic Improvements (in an amount not to exceed \$800,000), plus the Organizational Costs of the Increment District (estimated at \$50,000), plus any interest and/or other financing costs incurred by the City or a public trust issuing TIF Bonds on its behalf; (ii) sixty-five percent (65%) of the TIF Revenues derived from the taxation of inventory sourced to the Increment District (as determined annually by the Garfield County Assessor) shall be apportioned to the Company to pay (or reimburse the payment of) the costs of the Inventory Incentive; and (iii) all remaining amounts of TIF Revenues shall be apportioned to the affecting taxing jurisdictions in proportion to the allocation that the taxing jurisdictions would ordinarily receive from the increased assessed values, in the absence of the Increment District, excluding sinking fund levies (as set forth in Sections 853(9), 853(14)(i) and 854(4) of the Local Development Act; provided that any portion of the TIF Revenues allocated to the School District shall be for the purpose of providing a specific revenue source for capital expenditures (and any related financing costs) for the benefit of the School District.

The apportionment of ad valorem taxes pursuant to this section shall terminate upon the final payment of, or reimbursement for, all Project Costs incurred in connection with the TIF Projects listed in this Project Plan, and the payment of all outstanding principal, accrued interest, and premium due on the TIF Bonds; provided, however, that in no case shall the apportionment of revenues pursuant hereto extend beyond the Expiration Date.

In the event that any portion of the principal of or interest on the TIF Bonds, issued in connection herewith, or any amount due and owing for payment or reimbursement under a development agreement entered into by the City, remains unpaid as of the Expiration Date, then the Increment District shall not terminate until the increment apportioned during the term of the Increment District is actually received by the Apportionment Fund, even if the receipt of such revenues occurs subsequent to the Expiration Date.

**C. Time When Costs Or Monetary Obligations Are To Be Incurred.** It is estimated that the time frame for incurring the costs of the Traffic Improvements and the Organizational Costs will be within approximately one and a half years from the date of approval of this Project Plan. The costs of the Inventory Incentive will be paid over the duration of the Increment District, based upon actual TIF Revenues derived from the ad valorem tax on inventory. It is anticipated that all Project Costs will be directly paid or reimbursed from apportioned TIF Revenues, provided, however, certain Project Costs may be paid from proceeds of TIF Bonds.

**D. Flow of Funds; Excess Revenues.**

During the term of the Increment District, TIF Revenues (excluding such portions allocated to affected taxing entities) shall be utilized as follows:

- FIRST: The payment of principal, accrued interest, and premium, if any, due on the TIF Bonds;
- SECOND: If applicable, transfers to any debt service reserve established in connection with the TIF Bonds in such amounts as may be necessary to restore the reserve to its prescribed levels;
- THIRD: The payment and/or reimbursement of authorized Project Costs (including any interest component pursuant to a development agreement);
- FOURTH: If applicable, the prepayment of principal on any TIF Bonds until such time as all TIF Bonds are retired; and
- FIFTH: Upon retirement of all TIF Bonds (if any) and payment of all Project Costs (including any interest component pursuant to a development agreement), any remaining TIF Revenues shall be transferred to the various ad valorem taxing jurisdictions, in the same percentages as originally collected, as determined by reference to the millage levied by each of the various ad valorem taxing jurisdictions for the related tax year, excluding sinking fund levies, consistent with the provisions of the Local Development Act.

## **XI. FINANCING REVENUE SOURCES**

The TIF Revenues are expected to finance all or a portion of the Project Costs authorized by Section IX. Based on the initial projections of incremental ad valorem tax revenue, it is estimated that approximately \$16.67 million could be generated by the incremental increase in ad valorem tax revenue during the term of the Increment District, with approximately \$11.41 million available for allocation to Project Costs (including any interest, capitalized interest and other related financing costs) and approximately \$5.26 million retained by the respective ad valorem taxing entities. The initial projections of TIF Revenues are based upon an estimated \$6.2 million initial taxable capital investment, average taxable inventory levels of \$650 million, a 12.5% assessment rate for real property and a 15.0% assessment rate for personal property, and an approximately 0.08541% millage levy within the Increment District.

The calculation of projected TIF Revenues will be refined based upon (i) the actual effective ad valorem tax rate and base assessed valuation, as determined from time to time by the Garfield County Assessor and subject to change by voters of the applicable taxing jurisdictions at an election(s) held for such purpose, (ii) the total taxable capital investment and taxable inventory levels resulting from development within the Increment District, and (iii) the timing of the development.

The realization of the TIF Revenues is directly dependent on the Company's ability to construct, operate, and maintain the transload facilities contemplated by this Project Plan within the Increment District during the term of the Increment District. The Authority and/or the City



may enter into economic development agreements with the Company or any other parties as required by the Local Development Act.

Certain TIF Projects may be designed and/or constructed by the City. Authorized Project Costs, or the payment of debt service on TIF Bonds issued to pay Project Costs, will be paid from TIF Revenues by the City or the Authority, and may include (i) reimbursement of the City or the Authority for certain public improvements constructed from other available funds, and (ii) assistance in development financing (as authorized by the Local Development Act) to the Company for certain public infrastructure and/or other site improvements constructed on behalf of the City in furtherance of the purposes of this Project Plan. The financing of the projected private development in the area may be provided by private equity and private mortgage financing, secured by the private developments.

## **XII. PUBLIC REVENUE ESTIMATED TO ACCRUE FROM THE PROJECT AND OTHER ECONOMIC IMPACTS**

The increase in ad valorem tax revenues, of which portions will serve as the revenue source for financing the Project Costs authorized by Section IX of this Project Plan, are the public revenues directly attributable to the project defined by establishment of the Increment District. Over the approximately ten (10) year duration of the Increment District, the incremental ad valorem tax revenue is expected to total approximately \$16.67 million, with approximately \$11.41 allocated to Project Costs and approximately \$5.26 million allocated to affected taxing entities. Additionally, the various taxing jurisdictions may realize additional ad valorem tax revenues from any additional development outside the boundaries of the Increment District.

Construction of the improvements and subsequent development should have a considerable impact on total employment in the Enid metropolitan area, including temporary construction jobs and permanent positions at the Company's facilities. The Company projects that their operations will directly create approximately 50 permanent full time positions with a total annual payroll of approximately \$2 million. Indirect impacts (associated with the employment and income which result from the provision of inputs in support of the primary activity), and induced impacts (associated with the wages and jobs resulting from changes in household expenditures which come about through direct and indirect employment) will also result in additional growth in the Enid metropolitan area.

This Project Plan includes certain projections and estimates, which are based on the Company's current expectations or beliefs and are subject to uncertainty and changes in circumstances. Actual results may vary materially from the expectations contained herein due to changes in economic conditions, market demand and other factors affecting the development of the Project.

### **XIII. PRIVATE AND PUBLIC INVESTMENTS EXPECTED FOR THE PROJECT**

The publicly financed Project Costs (including costs of the Traffic Improvements and Organizational Costs, but excluding the Inventory Incentive) in the estimated aggregate total amount of \$850,000, as authorized by this Project Plan, represent approximately 12.14% of the projected total public and private investment for the Project, which including anticipated expenditures by or on behalf of commercial, industrial, or governmental entities locating within the Increment District, is expected to exceed \$7 million. Additionally, estimated average inventory levels of \$650 million during the term of the Increment District will generate an Inventory Incentive of approximately \$10.4 million to the Company, and increased tax revenues to the affected taxing jurisdictions of \$5.26 million during the term of the Increment District, or approximately \$549,000 per year.

### **XIV. MISCELLANEOUS PROVISIONS**

The property within the Increment District is currently undeveloped and utilized for agricultural purposes. Development is anticipated to occur in accordance with current zoning requirements. The proposed project conforms to the comprehensive plan for the City, as amended. No changes in the ordinances (other than minor zoning adjustments, if any) of the City are contemplated under this Project Plan.

**EXHIBIT "A"**

**MAP OF INCREMENT DISTRICT NO. 7**

The boundaries of Increment District No. 7, City of Enid contain an area generally described as an area bordered on the north by the Burlington Northern Railroad mainline, on the east by 78<sup>th</sup> Street, on the west by 66<sup>th</sup> Street, and on the south by E. Owen K. Garriott Road (U.S. Highway 64/412). Please see Exhibit "B" for a legal boundary description of Increment District No. 7.



NOTE: Increment District Boundary outlined in Red

**EXHIBIT "B"**

**INCREMENT DISTRICT LEGAL DESCRIPTION**

**INCREMENT DISTRICT NO. 7**

An area located entirely in Garfield County, Oklahoma, more particularly described as follows:

Tax ID: 33760

06-22N-05W Acres-53.823 sd-E56 UNPLATTED REAL ESTATE SW/4 6-22 -5 UNDIV 1/3 INT  
(EX .42A COUNTY) PRIMARY PARCEL

Tax ID: 33759

06-22N-05W Acres-65.81 sd-E56 UNPLATTED REAL ESTATE ALL S OF R RWY IN SE/4 6-  
22-5

Tax ID: 24717

07-22N-05W Acres-155.997 sd-R56 UNPLATTED REAL ESTATE NE/4 7-2 2-5 (EX HWY)

Tax ID: 33762

07-22N-05W Acres-79.2 sd-E56 UNPLATTED REAL ESTATE E/2 OF NW/4 7-22-5 (EX STRIP  
FOR HWY)

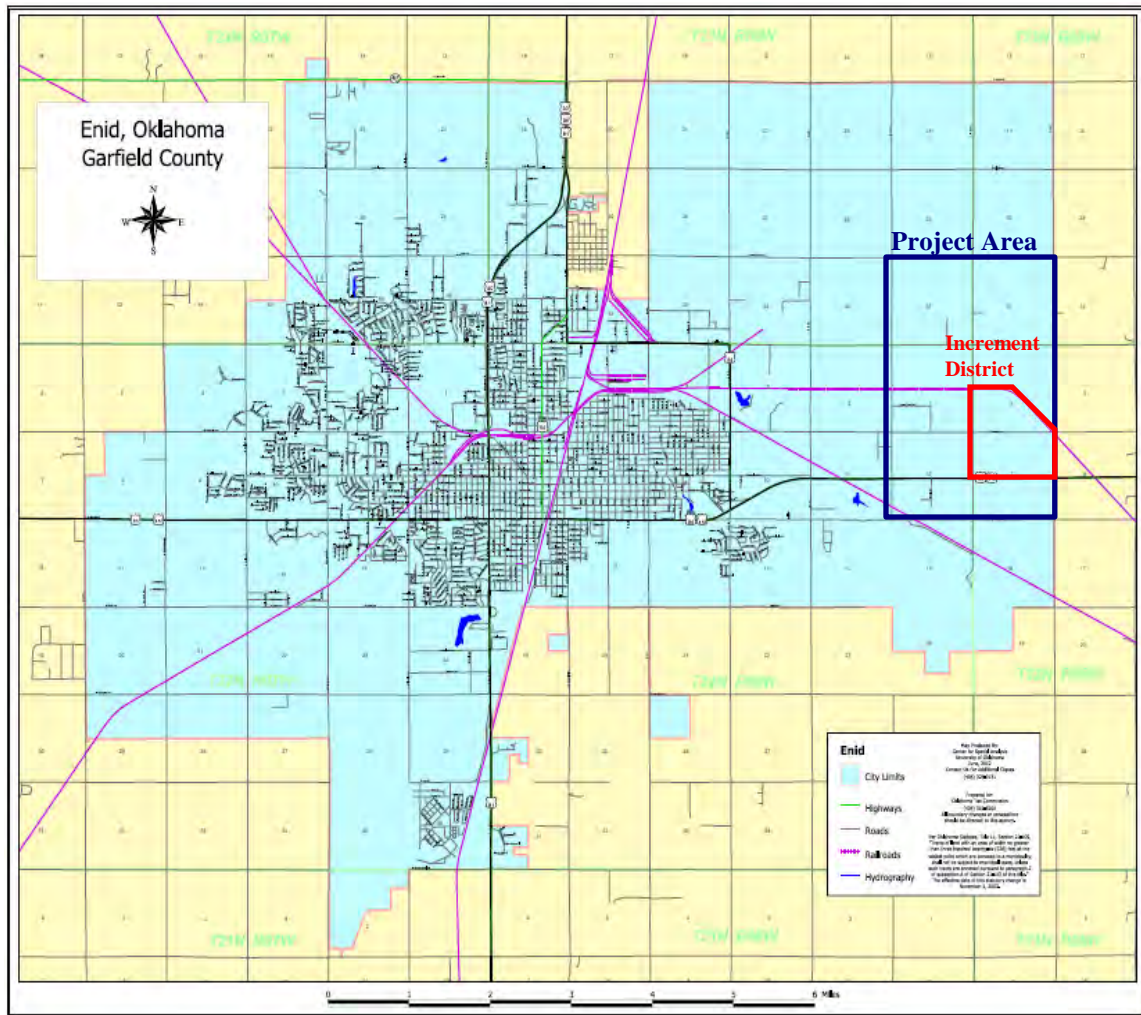
Tax ID: 33763

07-22N-05W Acres-79.2 sd-E56 UNPLATTED REAL ESTATE W/2 OF NW/4 7-22-5 (EX  
EASEMENT TO COUNTY & STRIP FOR HWY)

EXHIBIT "C"

MAP OF ECONOMIC DEVELOPMENT PROJECT AREA

The boundaries of the Project Area associated with Increment District No. 7, City of Enid contain a nine square mile area bordered on the north by Breckinridge Drive, on the east by 78<sup>th</sup> Street, on the west by 54<sup>th</sup> Street, and on the south by Market Street.



Note: Project Area Boundary outlined in dark blue; Increment District Boundary outlined in red.

**EXHIBIT “D”**

**PROJECT AREA LEGAL DESCRIPTION**

**INCREMENT DISTRICT NO. 7 PROJECT AREA**

An area located entirely in Garfield County, Oklahoma, more particularly described as follows:

SECTION 6 AND SECTION 7, ALL IN TOWNSHIP 22 NORTH, RANGE 5 WEST OF THE INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA; AND

SECTION 31, IN TOWNSHIP 23 NORTH, RANGE 5 WEST OF THE INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA; AND

SECTION 36, IN TOWNSHIP 23 NORTH, RANGE 6 WEST OF THE INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA; AND

SECTION 1 AND SECTION 12, ALL IN TOWNSHIP 22 NORTH, RANGE 6 WEST OF THE INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA.

**City Commission Meeting**

6. 7.

**Meeting Date:** 12/06/2016

**Submitted By:** Kristin Martin, Executive Assistant

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**SUBJECT:**

**REMOVE FROM TABLE AND CONSIDER APPOINTMENTS TO THE KAW LAKE SALES TAX OVERSIGHT COMMITTEE.**

**BACKGROUND:**

This item was tabled at the October 18, 2016 City Commission Meeting. The Kaw Lake Sales Tax Oversight Committee is an eight member committee formed on June 7, 2016 to oversee the expenditure of sales tax funds in connection with the Kaw Lake waterline project. The membership of the Committee is as follows: One representative of the City Commission appointed by the City Commission, one at large representative appointed by the Mayor, and six representatives to be appointed, one from each ward by the respective Commissioner. The term for each member is three (3) years after a staggered initial term. The initial terms are as follows: The Commissioner and the Mayor's appointee shall serve one year; the Ward 1, Ward 3 and Ward 5 appointees shall serve two years, and the Ward 2, Ward 4 and Ward 6 appointees shall serve three years.

**RECOMMENDATION:**

Remove from table and appoint members to the Kaw Lake Funding Oversight Committee.

**PRESENTER:**

Andrea L. Chism, City Attorney.

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**Attachments**

Resolution

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**A RESOLUTION ESTABLISHING THE KAW LAKE FUNDING OVERSIGHT COMMITTEE AND PROVIDING FOR APPOINTMENT OF MEMBERS, DUTIES AND RESPONSIBILITIES, MEMBERSHIP REQUIREMENTS AND TERMS.**

RESOLUTION

WHEREAS, the City of Enid has developed the Kaw Lake Water Project to ensure the long-term availability of water to the residents of the City of Enid as well as other municipalities, rural water districts and other water customers; and,

WHEREAS, the Mayor and Board of Commissioners of the City of Enid have called an election for a new sales tax and the extension of a current sales tax to fund the Kaw Lake Water Project; and,

WHEREAS, the Mayor and Board of Commissioners of the City of Enid have determined that a citizens advisory group should have oversight over the expenditure of the sales tax monies.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF ENID by and through its Mayor and Board of Commission as follows:

1. Creation, Membership and Compensation. There is hereby created an eight-member Kaw Lake Funding Oversight Committee. Upon passage of the sales tax to fund the Kaw Lake Water Project, the members of this Committee shall be appointed by the Mayor and Board of Commissioners and be comprised of the following: one representative of the City Commission appointed by the City Commission, one at large representative appointed by the Mayor, and six representatives to be appointed, one from each ward by the respective Commissioner. All members shall serve without compensation.
2. Term of Members, Term Limits and Vacancies.
  - a. The initial terms will be staggered as follows: The Commissioner and the Mayor's appointee shall serve one (1) year; the Ward 1, Ward 3 and Ward 5 appointees shall serve two (2) years; the Ward 2, Ward 4 and Ward 6 appointees shall serve three (3) years.
  - b. After the initial term, the term for each member shall be three (3) years.
  - c. Vacancies will be filled for the unexpired term of any member in the manner set forth for appointments to a full term.
  - d. No member shall serve more than two (2) terms in succession; however, partial terms shall not be considered for determining the term limit.



3. Meetings and Rules. The Committee shall meet as often as it deems proper and shall forward its meeting schedule to the City Clerk of the City of Enid. The Committee is empowered to adopt rules for the conduct of its business, but shall follow the Oklahoma Open Meeting laws. The Committee shall elect a chairperson and a vice-chairperson who should serve for a term of one (1) year. A simple majority of the Committee shall constitute a quorum and no business of the Committee may be conducted unless a quorum is present. Staff advisory assistance shall be provided by the City Manager or his or her designee to assist the Committee in the discharge of its duties.
  
4. Duties and Responsibilities. The duties and responsibilities of the Committee shall include the following:
  - a. Ensuring the proceeds of the sales tax monies are spent in accordance with the ordinances governing these taxes.
  - b. Provide any recommendations to the Mayor and Board of Commissioners, as needed, through written report.
  - c. Report to the Mayor and Board of Commissioners with an annual progress report by June 30 of each year.

Approved and executed on this 7th day of June, 2016.

The City of Enid, Oklahoma

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William E. Shewey, Mayor

(SEAL)

ATTEST:

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Linda S. Parks, City Clerk

Approved as to Form and Legality:

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Andrea L. Chism, City Attorney

**City Commission Meeting**

7. 1.

**Meeting Date:** 12/06/2016

**Submitted By:** Jenna Hillyard, Executive Assitant

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**SUBJECT:**

**APPROVE CHANGE ORDER NO. 1 WITH MIES CONSTRUCTION, INC., WICHITA, KANSAS, IN THE AMOUNT OF \$49,490.00, FOR OAKWOOD WEST DETENTION, PROJECT NO. F-1603C.**

**BACKGROUND:**

This is a companion item to 6.5. The contracted work set out to excavate an improved wet channel, or series of long ponds, from Garland Road to the existing improved channel just west of Oakwood Road. In addition the work will place a PC concrete protective pad over the 30" raw water line crossed by the storm water facility.

Construction of the pond area was delayed to allow for negotiations with adjacent land owner on acquiring rights to move the channel area to align with the existing old rail road berm north of the City easement. As the delay limited our ability to construct the channel, the contractor was directed to complete the water feature and storm water storage area next to Garland Road. This work has been completed in good order.

This Change Order adds in the revised channel location and adds 65 calendar days to complete the new work.

Change Order No. 1 is in the amount of \$49,490.00 add and the revised contract amount is \$464,490.92.

**RECOMMENDATION:**

Approve Change Order No. 1.

**PRESENTER:**

Robert Hitt, PE, City Engineer.

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**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** \$464,490.92

**Funding Source:**

Storm Water Fund

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**City Commission Meeting**

7. 2.

**Meeting Date:** 12/06/2016

**Submitted By:** Ashley Keim, Project Assistant

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**SUBJECT:**

**ACCEPT A PUBLIC ACCESS FOR SIDEWALK AND UTILITY EASEMENT FROM CHURCH OF THE NAZARENE, ENID, OKLAHOMA, FOR THE ACCESSIBILITY SIDEWALK IMPROVEMENTS IN THE AREA OF WALLER SCHOOL, PROJECT NO. M-1601.**

**BACKGROUND:**

This item will accept public access and utility easements covering two 46-foot by 7-foot areas at the two driveways of the parking lot of the Church of the Nazarene on West Elm Street. The easements allows for the construction of an ADA compliant sidewalk on the area at the top of the driveways.

This item accepts public right-of-way easements at no cost to the City and facilitates routing the new sidewalk and use of the existing driveways.

**RECOMMENDATION:**

Accept public access for sidewalk and utility easement.

**PRESENTER:**

Lucky Airehrour, Project Engineer.

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**City Commission Meeting**

7. 3.

**Meeting Date:** 12/06/2016

**Submitted By:** Ashley Keim, Project Assistant

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**SUBJECT:**

**APPROVE CHANGE ORDER NO. 2 WITH RICK LORENZ CONSTRUCTION, INC., ENID, OKLAHOMA, IN THE AMOUNT OF \$12,379.12 ADD FOR THE SOUTH 42ND STREET IMPROVEMENTS AT HIGHWAY 412, PROJECT NO. R-1604A.**

**BACKGROUND:**

The 42nd street improvement south of US 412 reconstructed the roadway based on truck traffic to the Pilot Truck Stop. Truck access has been greatly improved; however some trucks are rolling over the east side curb radius at US 412. In addition, a section of the slope to the ditch line behind the curb exceeds the standard grade and is difficult to mow. This Change Order is presented to reconstruct the east curb radius, place pavement to carry roll-over traffic and place slope pavement on grades over 3 to 1.

Change Order No. 2 will add \$12,379.12 for a revised contract amount of \$337,919.23.

**RECOMMENDATION:**

Approve Change Order No. 2.

**PRESENTER:**

Jomara Ortiz, Project Engineer.

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**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** \$336,241.35.

**Funding Source:**

Street and Alley Fund.

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**City Commission Meeting**

7. 4.

**Meeting Date:** 12/06/2016

**Submitted By:** Ashley Keim, Project Assistant

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**SUBJECT:**

**APPROVE CHANGE ORDER NO. 1 WITH STORM & SEWER MAINTENANCE, LLC, WICKENBURG, ARIZONA, IN THE DEDUCT AMOUNT OF \$2,168.09, AND ACCEPT THE 2016 SANITARY SEWER VIDEO INSPECTION PROJECT, PROJECT NO. S-1609B.**

**BACKGROUND:**

This project provided for high resolution internal television inspection and cleaning of approximately 172,607 linear feet of sanitary sewer line and over 90 manholes.

This inspection process identifies where priority repairs are needed in the sanitary sewer system and is a major tool in establishing next years point repair program.

Change Order No. 1 will deduct \$2,168.09 adjusting for final quantities as measured in place for all corrected work.

The final contract amount is \$126,978.51 and the project is presented for acceptance.

There is a three (3) year Maintenance Bond on this project.

**RECOMMENDATION:**

Approve Change Order No. 1 and accept project.

**PRESENTER:**

Lucky Airehrour, Project Engineer.

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**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** \$126,978.51.

**Funding Source:**

Sanitary Sewer Capital Improvement Fund.

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**City Commission Meeting**

7. 5.

**Meeting Date:** 12/06/2016

**Submitted By:** Korina Crawford, Executive Assistant

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**SUBJECT:**

**CONSIDERATION AND DENIAL OF TORT CLAIM OF VIC AND CAROLE KREJCI.**

**BACKGROUND:**

On or about October 24, 2016, Mr. and Mrs. Krejci submitted a tort claim for a plumber bill in the amount of four hundred twenty dollars and seventy-eight cents (\$420.78). The claim alleged that due to a sewer back up, a plumber was called and the problem was on the City's side. The City forwarded that claim to its insurer, Oklahoma Municipal Assurance Group (OMAG), which opened an investigation of the claim. OMAG found that the City had no prior notice of the problem prior to the back up at 3607 Buffalo Drive. The City of Enid would not be liable for a plumber bill incurred after the City of Enid had cleared the City's lines and the lines were flowing correctly. OMAG found no liability on the City's part and recommended that the City deny the claim.

**RECOMMENDATION:**

Deny tort claim.

**PRESENTER:**

Andrea L. Chism, City Attorney.

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**City Commission Meeting**

7. 6.

**Meeting Date:** 12/06/2016

**Submitted By:** Korina Crawford, Executive Assistant

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**SUBJECT:**

**CONSIDERATION AND DENIAL OF TORT CLAIM OF KIM DODD.**

**BACKGROUND:**

On or about September 20, 2016, Kim Dodd submitted a tort claim for personal injury for an unspecified amount. The claim alleged that while visiting the Enid Soccer Complex, Ms. Dodd's left foot slipped on a steep slope causing her to fall and break her left leg. The claim states that this accident was caused because the only access to reach the field was a very steep down slope. The City forwarded that claim to its insurer, Oklahoma Municipal Assurance Group (OMAG), which opened an investigation of the claim. OMAG found that the steep slope of the hill was an open and obvious condition and that an alternate route to the fields did exist. For those reasons, OMAG found no liability on the City's part and recommended that the City deny the claim.

**RECOMMENDATION:**

Deny tort claim.

**PRESENTER:**

Andrea L. Chism, City Attorney.

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**City Commission Meeting**

**7.7.**

**Meeting Date:** 12/06/2016

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$515,881.18.**

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**Attachments**

Claimslist

JP Morgan Claimslist

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## PURCHASE ORDER CLAIMS LIST

12/6/2016

**FUND 10 DEPT 000 - N.A.**

01-01472	STAPLES ADVANTAGE	PO0138552	CARD HOLDER/STICKIES/ST	\$13.76
01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0138754	MONTHLY SERVICE 10/16	\$604.77
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0138753	MONTHLY SERVICE 10/16	\$849.48
01-04687	EARNHEART OIL, INC.	PO0138718	UNLEADED FUEL/ST	\$10,436.77
01-05204	ELK CREEK ANIMAL CLINIC	PO0138696	REIMB/SPAY/VACCINES	\$111.00
01-06041	FARMERS GRAIN COMPANY-POND CREEK	PO0138666	DIESEL/ST	\$10,806.69
01-06041	FARMERS GRAIN COMPANY-POND CREEK	PO0138857	DIESEL/ST	\$12,566.12
01-15125	OK GAS & ELECTRIC	PO0138554	MONTHLY SERVICE 10/16	\$941.42
01-15125	OK GAS & ELECTRIC	PO0138770	MONTHLY SERVICE 11/16	\$800.16
01-15125	OK GAS & ELECTRIC	PO0138800	MONTHLY SERVICE 11/16	\$49,542.27
01-15127	OK NATURAL GAS	PO0138557	MONTHLY SERVICE 10/16	\$280.00
01-15127	OK NATURAL GAS	PO0138720	MONTHLY SERVICE 10/16	\$582.24
01-15127	OK NATURAL GAS	PO0138838	MONTHLY SERVICE 11/16	\$66.55
01-15127	OK NATURAL GAS	PO0138804	MONTHLY SERVICE 11/16	\$1,094.91
01-19047	AT & T	PO0138771	MONTHLY SERVICE 11/16	\$2,580.04
			<b>N.A. TOTAL</b>	<b>\$91,276.18</b>

**FUND 10 DEPT 100 - ADM. SERVICES**

01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$386.83
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0138734	WAREHOUSE PARTS 10/16	\$251.75
01-05097	CENTRAL NATIONAL BANK CENTER	PO0138725	JEFF FOXWORTHY TICKETS (30)	\$1,785.00
01-36830	MAIN STREET ENID, INC.	PO0138775	CHRISTMAS DOWNTOWN SPONSORSHIP	\$250.00
01-49370	GFOA OF OKLAHOMA	PO0138756	ANNUAL MEMBERSHIP RENEWAL/J GILBERT	\$152.50
01-80203	CARRIER OKLAHOMA	PO0138609	SENSOR KIT	\$59.55
			<b>ADM. SERVICES TOTAL</b>	<b>\$2,885.63</b>

**FUND 10 DEPT 110 - HUMAN RESOURCES**

01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$324.86
01-03053	NORTHWEST SHREDDERS, LLC	PO0138673	SECURITY CONSOLE 11/16	\$50.00
01-04129	OK DEPT. OF CORRECTIONS	PO0138668	INMATE COSTS/DOC VAN USAGE	\$797.25
01-04884	KILBOURNE & KILBOURNE INC.	PO0138669	SERVICE AWARD PINS (58)	\$624.30
01-05017	ENID TYPEWRITER CO., INC.	PO0138667	PRINTS	\$34.43
01-50710	OK MUNICIPAL ASSURANCE GROUP	PO0138816	BLANKET BOND RENEWAL 12/8/16-12/8/17	\$449.00
01-79720	WELLS FARGO	PO0138672	COMMUNICATION FEE	\$35.28
			<b>HUMAN RESOURCES TOTAL</b>	<b>\$2,315.12</b>

**FUND 10 DEPT 120 - LEGAL SVCS.**

01-01232	HERRING RUSSELL	PO0138681	WC/TRAVEL REIMB	\$335.00
01-01255	INDEPENDENT MEDICAL EXAMS	PO0138683	WC/MEDICAL	\$483.00
01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$747.74
01-02131	LEXISNEXIS	PO0138653	PROFESSIONAL SERVICE 10/16-12/16	\$474.00
01-02154	OAKTREE MEDICAL CENTER, PC	PO0138806	WC/MEDICAL	\$88.00
01-03022	CULLIGAN OF ENID	PO0138652	WATER COOLER RENTAL 11/16	\$9.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0138673	SECURITY CONSOLE 11/16	\$110.00
01-03309	JACQUE BRAWNER DEAN LAW, PLLC	PO0138682	WC/ATTORNEY FEES	\$110.00
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0138687	WC/ATTORNEY FEES	\$134.20
01-03921	EXPRESS SCRIPTS, INC.	PO0138680	WC/MEDICAL	\$462.18
01-03921	EXPRESS SCRIPTS, INC.	PO0138733	WC/MEDICAL	\$1,344.46
01-03921	EXPRESS SCRIPTS, INC.	PO0138785	WC/MEDICAL	\$2,450.81
01-04255	CV CASE MANAGEMENT SERVICES, LLC.	PO0138671	WC/MEDICAL	\$547.62
01-04618	ARENS, EDWARD C/O BOETTCHER	PO0138783	WC/MEDICAL	\$97.42
01-33380	OPFER, DAVID	PO0138542	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0138601	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0138717	WC/MEDICAL	\$317.36
			<b>LEGAL SVCS. TOTAL</b>	<b>\$8,345.51</b>

**FUND 10 DEPT 140 - SAFETY**

01-01227	AUTRY VO-TECH CENTER	PO0138654	SAFETY TRAINING 11/16	\$720.00
01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$455.32
01-48610	STITCHES AHEAD, INC.	PO0138695	COE JACKET LOGO/L ANGUIANO	\$7.75
<b>SAFETY TOTAL</b>				<b>\$1,183.07</b>

**FUND 10 DEPT 150 - PR/MARKETING**

01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$40.67
01-16004	PDQ PRINTING	PO0138611	2016 AETC SUPPORT AWARD (4)	\$96.00
<b>PR/MARKETING TOTAL</b>				<b>\$136.67</b>

**FUND 10 DEPT 200 - GENERAL GOVERNMENT**

01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$1,139.84
01-05097	CENTRAL NATIONAL BANK CENTER	PO0138725	MEAL/OML CLD CLASS V	\$295.91
01-05134	ENID NEWS & EAGLE	PO0138814	PUBLICATIONS	\$295.82
01-05209	APPRAISAL SMART U.S.	PO0138844	PERFORMANCE MANAGEMENT	\$283.00
01-07098	GARFIELD CO. TREASURER	PO0138821	REVALUATION CHARGES	\$1,440.00
01-36830	MAIN STREET ENID, INC.	PO0135965	LOCAL PROGRAM FUNDING 12/16	\$6,250.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0138809	PUBLICATIONS	\$645.55
<b>GENERAL GOVERNMENT TOTAL</b>				<b>\$10,350.12</b>

**FUND 10 DEPT 210 - ACCOUNTING**

01-01472	STAPLES ADVANTAGE	PO0138552	POST-ITS	\$8.99
01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$1,445.17
01-03053	NORTHWEST SHREDDERS, LLC	PO0138673	SECURITY CONSOLE 11/16	\$20.00
01-04679	RSM US LLP	PO0136474	2015-2016 AUDIT	\$25,200.00
01-49370	GFOA OF OKLAHOMA	PO0138756	ANNUAL MEMBER RENEWAL/E CRAWFORD	\$152.50
<b>ACCOUNTING TOTAL</b>				<b>\$26,826.66</b>

**FUND 10 DEPT 220 - RECORDS & RECEIPTS**

01-01472	STAPLES ADVANTAGE	PO0138552	ENVELOPES/STAPLER/PORTFOLIOS	\$78.67
01-03022	CULLIGAN OF ENID	PO0138652	WATER COOLER RENTAL 11/16	\$9.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0138555	DATE STAMPS (3)	\$190.50
01-16004	PDQ PRINTING	PO0138824	ALARM PERMIT APPLICATIONS/STICKERS	\$1,090.00
<b>RECORDS &amp; RECEIPTS TOTAL</b>				<b>\$1,368.17</b>

**FUND 10 DEPT 250 - INFORMATION TECHNOLOGY**

01-01768	AT&T INTERNET SERVICES, INC.	PO0129608	INTERNET SERVICE 11/16	\$1,062.00
01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$60.51
<b>INFORMATION TECHNOLOGY TOTAL</b>				<b>\$1,122.51</b>

**FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT**

01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$599.00
<b>COMMUNITY DEVELOPMENT TOTAL</b>				<b>\$599.00</b>

**FUND 10 DEPT 350 - CODE ENFORCEMENT**

01-00878	BROWN'S SHOE FIT COMPANY	PO0138577	BOOTS/P ANSTEAD	\$238.50
01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$210.84
01-03053	NORTHWEST SHREDDERS, LLC	PO0138673	SECURITY CONSOLE 11/16	\$20.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0138734	WAREHOUSE PARTS 10/16	\$13.32
01-04732	DEAL LAWN CARE	PO0138737	MOW/1402 S LEONA MITCHELL	\$60.00
01-04732	DEAL LAWN CARE	PO0138737	MOW/LOVES LOT	\$60.00

01-04732	DEAL LAWN CARE	PO0138737	MOW/313 W INDIANA	\$60.00
01-04732	DEAL LAWN CARE	PO0138737	MOW/1306 E GARRIOTT	\$120.00
01-04732	DEAL LAWN CARE	PO0138737	MOW/1905 E WALNUT	\$475.00
01-04732	DEAL LAWN CARE	PO0138737	MOW/3114 N EMERSON	\$60.00
01-04732	DEAL LAWN CARE	PO0138737	MOW/1205 W WALNUT	\$120.00
01-04732	DEAL LAWN CARE	PO0138737	MOW/2424 E PINE	\$60.00
01-04732	DEAL LAWN CARE	PO0138737	MOW/1030 N DAVIS	\$60.00
01-04732	DEAL LAWN CARE	PO0138737	MOW/1210 W OAK	\$60.00
01-04732	DEAL LAWN CARE	PO0138737	MOW/1301 W OKLAHOMA	\$60.00
01-04766	CLM MOWING	PO0138565	MOW/406 E WABASH	\$75.00
01-04766	CLM MOWING	PO0138565	MOW/457 E IOWA	\$75.00
01-04766	CLM MOWING	PO0138747	MOW/218 E YORK	\$75.00
01-05033	DREWKE & SON'S LAWN CARE	PO0138749	MOW/UNITED LOT	\$175.00
01-05118	CUSTOM CUTTERS LAWN CARE	PO0138563	MOW/204 S BURDEL	\$100.00
01-05118	CUSTOM CUTTERS LAWN CARE	PO0138563	MOW/1806 SENECA	\$80.00
01-05159	BLUE JAY LAWN SERVICE	PO0138560	MOW/1900 N OAKWOOD	\$500.00
01-05159	BLUE JAY LAWN SERVICE	PO0138560	MOW/2313 E ASH	\$325.00
01-05159	BLUE JAY LAWN SERVICE	PO0138739	MOW/506 S ROOSEVELT	\$350.00
01-05201	BOOKER'S TRANSMISSION, INC.	PO0138548	V725 REBUILD TRANSMISSION	\$1,600.00
01-48610	STITCHES AHEAD, INC.	PO0138748	COE JACKET LOGOS (3)/P ANSTEAD	\$22.50
01-80177	ALVARADO'S QUALITY MOWING	PO0138746	MOW/1718 E OKLAHOMA	\$69.00
01-80177	ALVARADO'S QUALITY MOWING	PO0138746	MOW/530 E BROADWAY	\$150.00
<b>CODE ENFORCEMENT TOTAL</b>				<b>\$5,274.16</b>

**FUND 10 DEPT 400 - ENGINEERING**

01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$454.97
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0138734	WAREHOUSE PARTS 10/16	\$201.19
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0138753	MONTHLY SERVICE 10/16	\$23.44
01-32020	OK WATER RESOURCES BOARD	PO0138589	OWRB CONF REGISTRATION FEE/C GDANSKI	\$250.00
<b>ENGINEERING TOTAL</b>				<b>\$929.60</b>

**FUND 10 DEPT 700 - PUBLIC WORKS MGMT**

01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$201.02
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0138734	WAREHOUSE PARTS 10/16	\$147.49
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0138753	MONTHLY SERVICE 10/16	\$8.11
<b>PUBLIC WORKS MGMT TOTAL</b>				<b>\$356.62</b>

**FUND 10 DEPT 710 - FLEET MAINTENANCE**

01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0138600	ANGLE IRON/TUBES (3)	\$118.56
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0138761	ANGLE IRON	\$29.26
01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$416.51
01-01908	DOUBLE CHECK COMPANY, INC.	PO0138802	FUEL PUMP REPAIR	\$237.21
01-03000	CARTER PAINT CO.	PO0138579	PAINT	\$85.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0138734	WAREHOUSE PARTS 10/16	\$3,454.67
01-05023	G&K SERVICES	PO0138592	UNIFORM RENTALS (14)	\$72.54
01-05023	G&K SERVICES	PO0138740	UNIFORM RENTALS (7)	\$36.27
01-05194	MOTOR INFORMATION SYSTEMS	PO0138660	SELECTLINE STANDARD 11/16	\$100.00
01-05194	MOTOR INFORMATION SYSTEMS	PO0138782	MOTOR SOFTWARE 12/16	\$100.00
01-13017	MUNN SUPPLY, INC.	PO0138614	CYLINDER RENTAL	\$47.22
01-13017	MUNN SUPPLY, INC.	PO0138779	CYLINDER RENTAL	\$17.15
01-13017	MUNN SUPPLY, INC.	PO0138768	CYLINDER RENTAL	\$92.46
01-13218	MYERS TIRE SUPPLY, INC.	PO0138617	VALVE EXTENSIONS (24)	\$115.70
01-35300	UNIFIRST, INC.	PO0138619	SHOP TOWEL SERVICE	\$112.31
01-35300	UNIFIRST, INC.	PO0138817	SHOP TOWEL SERVICE	\$224.62
<b>FLEET MAINTENANCE TOTAL</b>				<b>\$5,259.48</b>

**FUND 10 DEPT 730 - PARKS & RECREATION**

01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0138600	DOME CAPS (9)	\$6.91
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0138761	ANGLE IRON/GATE HINGES (4)	\$66.30
01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$6,168.48

01-03000	CARTER PAINT CO.	PO0138819	PAINT	\$258.45
01-03107	CHEM-CAN SERVICES, INC.	PO0138822	PORTABLE TOILET RENTAL 11/16	\$165.00
01-04116	DOWNTOWN THREADS	PO0138581	JACKET LOGOS (6)	\$58.50
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0138734	WAREHOUSE PARTS 10/16	\$1,863.19
01-04847	W.W. STARR LUMBER CO., INC.	PO0138583	LUMBER	\$4.32
01-04847	W.W. STARR LUMBER CO., INC.	PO0138781	FENCE BOARDS (2)	\$41.39
01-05002	PLAYWELL	PO0138261	MULCH	\$11,630.40
01-05006	ENID ELECTRIC MOTOR	PO0138772	PUMP MOTOR REPAIR	\$840.41
01-05023	G&K SERVICES	PO0138592	UNIFORM RENTALS (14)	\$65.49
01-05023	G&K SERVICES	PO0138767	UNIFORM RENTALS (28)	\$130.98
01-13017	MUNN SUPPLY, INC.	PO0138580	WELDING WIRE	\$98.91
01-16156	PLANTS-A-PLenty	PO0138813	TREES (13)	\$1,960.00
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0138591	PAINT ROLLER COVERS (2)	\$8.82
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0138763	PAINTERS TAPE/ROLLER COVER	\$24.81
01-26005	ZEE MEDICAL SERVICE COMPANY	PO0138714	GLOVES (32)/SAFETY GLASSES (24)	\$1,619.50
01-26005	ZEE MEDICAL SERVICE COMPANY	PO0138810	FIRE PROOF CABINET	\$1,700.00
01-30830	LOCKE SUPPLY, INC.	PO0138820	THERMOSTAT	\$34.04
01-33220	ZALOUDEK, F. W.	PO0138774	V544 FORK ASSEMBLY	\$112.27
01-35300	UNIFIRST, INC.	PO0138817	SHOP TOWEL SERVICE	\$54.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0138608	CHAIN SAW CHAIN/OIL	\$32.25
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0138793	V559 FILTERS	\$62.28
01-80215	PROFESSIONAL TURF PRODUCTS, INC.	PO0138765	V511 DECK CASTER FORK	\$181.66
01-80246	ATWOODS	PO0138571	GRINDERS (2)/BROOM/DUST PAN	\$161.78
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0138766	BOLTS	\$3.98
			<b>PARKS &amp; RECREATION TOTAL</b>	<b>\$27,354.12</b>

**FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.**

01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$582.55
01-03430	GARFIELD GLASS	PO0138743	V502 WINDSHIELD	\$247.50
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0138734	WAREHOUSE PARTS 10/16	\$3,441.27
01-04651	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0138697	V939 BODY CONTROLLER	\$1,319.53
01-05005	ENID CONCRETE CO., INC.	PO0138764	CONCRETE	\$589.51
01-05005	ENID CONCRETE CO., INC.	PO0138842	CONCRETE	\$565.82
01-05023	G&K SERVICES	PO0138592	UNIFORM RENTALS (17)	\$79.70
01-05023	G&K SERVICES	PO0138767	UNIFORM RENTALS (34)	\$159.40
01-05066	BRUCKNER TRUCK SALES, INC.	PO0137816	V120 REAR WALKING BEAMS	\$3,487.13
01-05114	HRT SERVICE COMPANY, LLC.	PO0136326	MOW/RIGHT OF WAY	\$1,600.00
01-08022	HUGHES LUMBER CO., LLC	PO0138612	PAINT BRUSHES (3)	\$13.23
01-13017	MUNN SUPPLY, INC.	PO0138779	CYLINDER RENTAL	\$19.41
01-19037	STANDARD TESTING & ENGINEERING	PO0138818	TEST CYLINDERS (8)	\$208.00
01-20106	T & W TIRE, INC.	PO0138769	V932 TIRE REPAIR	\$182.50
01-50210	LOWE'S HOME CENTERS, INC.	PO0138573	V171 AIR HOSE/BUSHING/ADAPTER	\$40.19
01-59360	FASTENAL COMPANY	PO0138613	NUTS/BOLTS/FITTINGS	\$18.29
01-59360	FASTENAL COMPANY	PO0138777	NUTS/BOLTS	\$21.58
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0138719	PROLINE PATCH	\$1,547.89
01-80153	KINNUNEN, INC.	PO0138618	CONCRETE RUB BRICK/BLADES (5)	\$26.29
			<b>STRMWTR &amp; ROADWAY MAINT. TOTAL</b>	<b>\$14,149.79</b>

**FUND 10 DEPT 750 - TECHNICAL SERVICES**

01-01338	J & P SUPPLY, INC.	PO0138593	CUPS/CLEANER/GLOVES	\$201.10
01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$3,952.01
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0138734	WAREHOUSE PARTS 10/16	\$146.97
01-05023	G&K SERVICES	PO0138592	UNIFORM RENTALS (17)	\$174.26
01-05210	BOEHS, SHAWN	PO0138845	SHALE	\$715.00
01-07030	GADES SALES CO., INC.	PO0138616	RE-CERTIFICATION	\$163.94
01-16008	PINKLEY SALES CO.	PO0138610	RELAY ASSEMBLY	\$248.00
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0138763	PAINT	\$85.84
			<b>TECHNICAL SERVICES TOTAL</b>	<b>\$5,687.12</b>

**FUND 10 DEPT 900 - LIBRARY**

01-00085	PITNEY BOWES	PO0138585	POSTAGE LEASE 11/16	\$86.59
01-00551	PROQUEST INFORMATION AND LEARNING	PO0138701	ANNUAL ONLINE SUB 1/1/17-12/31/17	\$1,570.00

01-00793	ONESOURCE MANAGED SERVICES	PO0138603	COPIER LEASE/USAGE 10/16	\$554.17
01-01163	ADVANCED WATER SOLUTIONS	PO0138570	WATER COOLER RENTAL 11/16	\$13.30
01-01338	J & P SUPPLY, INC.	PO0138597	RAGS	\$16.80
01-01338	J & P SUPPLY, INC.	PO0138745	RAGS	\$7.00
01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$7,028.65
01-03053	NORTHWEST SHREDDERS, LLC	PO0138673	SECURITY CONSOLE 11/16	\$40.00
01-04012	DEMCO, INC	PO0138584	BOOK BAG/LABELS	\$62.66
01-04976	SCHOLASTIC BOOK FAIRS	PO0138736	BOOK FAIR SALES	\$173.47
01-07015	GALE GROUP THE	PO0138661	BOOKS (12)	\$287.15
01-65460	ACTSHON PEST CONTROL	PO0138562	PEST CONTROL 11/16	\$15.00
01-80177	ALVARADO'S QUALITY MOWING	PO0138755	LAWN SERVICE 10/16	\$150.00
01-80234	LUCAS COLOR CARD, INC.	PO0138590	DIGITAL MEDIA CARDS (6904)	\$666.91
			<b>LIBRARY TOTAL</b>	<b>\$10,671.70</b>

**FUND 14 DEPT 145 - HEALTH FUND**

01-01869	DEARBORN LIFE INSURANCE CO.	PO0138732	INSURANCE PREMIUMS 11/16	\$2,764.81
01-01869	DEARBORN LIFE INSURANCE CO.	PO0138732	INSURANCE PREMIUMS 7/16	\$2,739.95
01-64810	WORKSITE BENEFIT PLANS, INC.	PO0138815	125 PLAN FEES 12/16	\$512.40
01-70870	FOCUS INSTITUTE, INC.	PO0138832	EAP SERVICE 12/16	\$1,233.33
			<b>HEALTH FUND TOTAL</b>	<b>\$7,250.49</b>

**FUND 20 DEPT 205 - AIRPORT**

01-01338	J & P SUPPLY, INC.	PO0138593	SOAP	\$81.61
01-01338	J & P SUPPLY, INC.	PO0138649	TOWELS	\$77.44
01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$1,596.57
01-01908	DOUBLE CHECK COMPANY, INC.	PO0138840	V802 DP GAUGE INSTALL	\$618.05
01-02712	FARMER BROS. CO.	PO0138586	COFFEE	\$51.77
01-02734	CONTECH, LLC	PO0138812	CONCRETE PATCH WORK	\$2,450.00
01-02975	OHNESORGE, DAN	PO0138724	TRAVEL REIMB/FAA FALL CONF	\$581.24
01-03122	CROWN PRODUCTS, INC.	PO0138576	FILTERS (8)	\$891.61
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0138734	WAREHOUSE PARTS 10/16	\$970.22
01-04442	SLATER MECHANICAL	PO0135914	KITCHEN EXHAUST FAN REPLACEMENT	\$6,650.00
01-15110	OK AIRPORT OPERATORS ASSOC.	PO0138602	ANNUAL DUES/D OHNESORGE	\$350.00
01-23062	WATER ONE, INC.	PO0138575	RO/WATER SOFTENER RENTAL 11/16	\$47.00
01-23076	WING AERO PRODUCTS, INC.	PO0138567	CHARTS/SECTIONALS	\$23.55
01-35300	UNIFIRST, INC.	PO0138568	SHOP TOWEL SERVICE	\$109.22
01-80343	FENTRESS OIL COMPANY, INC.	PO0138662	OIL/ST	\$249.00
			<b>AIRPORT TOTAL</b>	<b>\$14,747.28</b>

**FUND 22 DEPT 225 - GOLF**

01-00461	HOT SHOT POWER WASHING, INC.	PO0138588	CLEAN/DEGREASE/KITCHEN EXHAUST	\$350.00
01-01338	J & P SUPPLY, INC.	PO0138566	CLEANER/LINERS/AEROSOL	\$230.97
01-01338	J & P SUPPLY, INC.	PO0138650	TOWELS/LINERS/AEROSOL/CLEANER	\$641.47
01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$2,198.00
01-03107	CHEM-CAN SERVICES, INC.	PO0138657	PORTABLE TOILET RENTAL 11/16	\$77.00
01-03972	NATIONAL PEN CO., LLC	PO0138757	GOLF PENCILS	\$296.78
01-13017	MUNN SUPPLY, INC.	PO0138659	CYLINDER RENTAL	\$7.77
01-33210	P & K EQUIPMENT, INC.	PO0138656	GEARS (2)/SEAL/LEASED MOWER	\$146.73
01-44810	MICHAEL'S REFRIGERATION	PO0138622	ICE MACHINE MAINTENANCE 9/16	\$410.62
01-80215	PROFESSIONAL TURF PRODUCTS, INC.	PO0138658	SEAL/GASKETS/PLUG/LEASED MOWER	\$142.77
01-80246	ATWOODS	PO0138655	GLOVES (9)/HYDRAULIC FLUID	\$114.88
			<b>GOLF TOTAL</b>	<b>\$4,616.99</b>

**FUND 30 DEPT 305 - STREET & ALLEY**

01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$649.98
01-04033	DOLESE BROTHERS CO., INC.	PO0138615	R-1708 CRUSHER RUN	\$533.72
01-05005	ENID CONCRETE CO., INC.	PO0138842	R-1708 CONCRETE	\$750.00
			<b>STREET &amp; ALLEY TOTAL</b>	<b>\$1,933.70</b>

**FUND 31 DEPT 230 - UTILITY BILLING**

01-00793	ONESOURCE MANAGED SERVICES	PO0138758	PRINTER MAINTENANCE 11/16	\$204.58
01-00917	HD SUPPLY WATERWORKS	PO0138707	ANNUAL METER MAINT 1/1/17-12/31/17	\$2,125.00
01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$242.08
01-03053	NORTHWEST SHREDDERS, LLC	PO0138673	SECURITY CONSOLE 11/16	\$20.00
01-04306	ST MARY'S PHYSICIANS ASSOC., LLC.	PO0138808	WC/MEDICAL	\$88.74
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0138734	WAREHOUSE PARTS 10/16	\$4.48
01-05048	BOB HOWARD PARTS DISTRIBUTION	PO0138700	V373 SPINDLE	\$300.68
01-30750	U S POSTAL SERVICE-ENID	PO0138759	BULK MAIL FEE	\$215.00
			<b>UTILITY BILLING TOTAL</b>	<b>\$3,200.56</b>

**FUND 31 DEPT 760 - SOLID WASTE SERVICES**

01-00571	SOUTHERN TIRE MART	PO0138762	V224 TIRE	\$220.00
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0138634	FLAT IRON	\$16.08
01-01236	INDEPENDENT DIESEL SERVICE AND PAR	PO0136467	V216 LABOR/REPAIRS/PARTS	\$7,000.61
01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$3,094.58
01-02018	BASS BAPTIST HEALTH CENTER - DALLA	PO0138803	WC/MEDICAL	\$58.48
01-02515	ENID EYE OPTICAL, INC.	PO0138559	SAFETY GLASSES/J ROSSON	\$127.00
01-02515	ENID EYE OPTICAL, INC.	PO0138648	SAFETY GLASSES/B HAND	\$133.00
01-03107	CHEM-CAN SERVICES, INC.	PO0138631	PORTABLE TOILET RENTAL 11/16	\$175.00
01-03110	VERMEER GREAT PLAINS	PO0138636	V252 SEAL KIT	\$57.52
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0138628	RENTAL LOADER FILTERS/OIL	\$333.50
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0138646	V261 MIRRORS (2)	\$260.06
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0138550	V261 ROUTINE MAINTENANCE	\$7,508.42
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0135941	LOADER/FORKS RENTAL 11/16	\$3,300.00
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0138744	V261 COMPACTOR REPAIR	\$869.17
01-03430	GARFIELD GLASS	PO0138743	V261 DOOR GLASS	\$125.00
01-03921	EXPRESS SCRIPTS, INC.	PO0138680	WC/MEDICAL	\$409.86
01-03921	EXPRESS SCRIPTS, INC.	PO0138685	WC/MEDICAL	\$255.94
01-04116	DOWNTOWN THREADS	PO0138581	JACKET LOGOS (4)	\$39.00
01-04116	DOWNTOWN THREADS	PO0138635	COAT/JACKET LOGOS (6)	\$43.50
01-04116	DOWNTOWN THREADS	PO0138760	COE JACKET/SWEATSHIRT LOGOS (3)	\$19.25
01-04207	FOUR J'S TIRE SERVICE, LLC	PO0138811	V238 TIRES (4)	\$1,154.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0138734	WAREHOUSE PARTS 10/16	\$38.54
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0138734	WAREHOUSE PARTS 10/16	\$18,611.57
01-04370	EPG COMPANIES, INC.	PO0138663	PUMP REPAIRS/MOTOR/SEALS	\$2,017.26
01-04560	DOCUGUARD	PO0138317	RECYCLING SERVICE RENEWAL 7/1/16-6/30/17	\$4,157.88
01-05021	CORMACK HYDRAULICS, INC.	PO0138629	V517 CYLINDER REBUILD	\$335.47
01-05023	G&K SERVICES	PO0138592	UNIFORM RENTALS (25)	\$147.02
01-05023	G&K SERVICES	PO0138740	UNIFORM RENTALS (51)	\$304.36
01-05202	BABBITT'S SPORTS CENTER	PO0138574	V537 COLLAR	\$2.95
01-13017	MUNN SUPPLY, INC.	PO0138633	CYLINDER RENTAL	\$34.93
01-40180	WAY OUT WEST	PO0138626	BOOTS/J CRANE	\$125.00
01-80246	ATWOODS	PO0138571	BOOTS (2)/J CARPENTER/M FUERST	\$199.88
01-80246	ATWOODS	PO0138571	POST PULLER/BATTERY CHARGER	\$80.96
01-80246	ATWOODS	PO0138627	BOOTS/E HIDDEN	\$125.00
01-80343	FENTRESS OIL COMPANY, INC.	PO0138741	OIL	\$393.07
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0138572	NUTS/BOLTS/SCREWS	\$3.96
			<b>SOLID WASTE SERVICES TOTAL</b>	<b>\$51,777.82</b>

**FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT**

01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$533.30
01-03512	PACE ANALYTICAL SERVICES, INC.	PO0138604	SAMPLE ANALYSIS	\$46.00
			<b>PUBLIC UTILITIES MGMT TOTAL</b>	<b>\$579.30</b>

**FUND 31 DEPT 790 - WATER PRODUCTION**

01-01005	ALFALFA ELECTRIC COOPERATIVE	PO0138773	MONTHLY SERVICE 12/16	\$11,311.33
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0138643	SAMPLE ANALYSIS	\$740.00
01-01178	ACCURATE, INC.	PO0138607	SAMPLE ANALYSIS	\$577.50
01-01178	ACCURATE, INC.	PO0138641	SAMPLE ANALYSIS	\$160.00
01-01453	WESTERN HYDRO CORP.	PO0138606	HYDRAULIC FITTINGS/ADAPTERS	\$249.74

01-01453	WESTERN HYDRO CORP.	PO0138665	SUBMERSIBLE PUMP	\$2,069.50
01-01453	WESTERN HYDRO CORP.	PO0138711	MOTOR	\$1,844.65
01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$1,538.14
01-02629	SHANNAHAN, INC.	PO0138801	SERVICE CALL/TROLLEY	\$630.00
01-03000	CARTER PAINT CO.	PO0138579	V300/V320/V321 PAINT	\$157.09
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0138734	WAREHOUSE PARTS 10/16	\$763.79
01-05023	G&K SERVICES	PO0138592	UNIFORM RENTALS (10)	\$46.69
01-05023	G&K SERVICES	PO0138642	UNIFORM RENTALS (10)	\$46.69
01-05023	G&K SERVICES	PO0138798	UNIFORM RENTALS (10)	\$46.69
01-05048	BOB HOWARD PARTS DISTRIBUTION	PO0138553	V307 TRANSFER CASE	\$1,388.05
01-13017	MUNN SUPPLY, INC.	PO0138645	CYLINDER RENTAL	\$23.29
01-16010	PIONEER TELEPHONE CO., INC.	PO0138787	MONTHLY SERVICE 11/16	\$312.82
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0138786	PAINT	\$66.36
01-20097	TOPS & STRIPES, INC.	PO0138594	V320 BED LINER	\$425.00
01-30830	LOCKE SUPPLY, INC.	PO0138789	AIR DUCTS (20)	\$51.96
01-38030	DAL SECURITY, INC.	PO0138797	MONTHLY MONITORING 11/16	\$50.00
01-80153	KINNUNEN, INC.	PO0138790	BAND SAW BLADE	\$20.10
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0138644	EPOXY/PUTTY/GAUGE/NUTS/BOLTS	\$17.29
<b>WATER PRODUCTION TOTAL</b>				<b>\$22,536.68</b>

**FUND 31 DEPT 795 - WATER RECLAMATION SERVICES**

01-00917	HD SUPPLY WATERWORKS	PO0137985	METERS (20)/GASKETS (24)	\$5,162.60
01-00917	HD SUPPLY WATERWORKS	PO0138799	METER BODIES (50)	\$2,125.00
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0138640	BOLTS (100)	\$25.00
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0138750	REBAR	\$29.50
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0138761	V338 ANGLE/FLAT IRON/TUBING	\$112.13
01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$1,017.64
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0138582	V339 ALTERNATOR/CYLINDER KIT	\$799.75
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0138620	V339 WASHERS	\$6.42
01-04033	DOLESE BROTHERS CO., INC.	PO0138638	ROCK	\$173.29
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0138734	WAREHOUSE PARTS 10/16	\$9,083.37
01-05005	ENID CONCRETE CO., INC.	PO0138764	CONCRETE	\$246.50
01-05023	G&K SERVICES	PO0138558	UNIFORM RENTALS (15)	\$69.69
01-05023	G&K SERVICES	PO0138592	UNIFORM RENTALS (15)	\$87.01
01-05023	G&K SERVICES	PO0138740	UNIFORM RENTALS (15)	\$108.65
01-05023	G&K SERVICES	PO0138767	UNIFORM RENTALS (15)	\$69.69
01-05046	MID AMERICA METER, INC.	PO0138795	METER REBUILT (3)	\$1,346.68
01-13017	MUNN SUPPLY, INC.	PO0138751	CYLINDER RENTAL	\$64.42
01-15083	OK CONTRACTORS SUPPLY	PO0138595	RESTRAINTS (16)/GASKETS (16)	\$1,050.00
01-26005	ZEE MEDICAL SERVICE COMPANY	PO0138647	GLOVES (2)/SAFETY GLASSES (24)	\$403.50
<b>WATER RECLAMATION SERVICES TOTAL</b>				<b>\$21,980.84</b>

**FUND 31 DEPT 799 - WASTEWATER PLANT MGMT**

01-01178	ACCURATE, INC.	PO0138664	SAMPLE ANALYSIS	\$1,687.82
01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$1,363.51
01-03000	CARTER PAINT CO.	PO0138579	V338 PAINT	\$175.68
01-03022	CULLIGAN OF ENID	PO0138637	FILTERS (3)	\$150.47
01-03022	CULLIGAN OF ENID	PO0138639	DI TANK EXCHANGE	\$120.00
01-04157	CONSOLIDATED ELECTRICAL DISTRIBUTO	PO0138632	LED LIGHTING	\$135.00
01-04157	CONSOLIDATED ELECTRICAL DISTRIBUTO	PO0137723	LED LIGHTING (18)	\$2,295.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0138734	WAREHOUSE PARTS 10/16	\$122.81
01-04429	STOVER & ASSOCIATES, INC	PO0138776	SHIPPING FEES	\$8.48
01-04429	STOVER & ASSOCIATES, INC	PO0136891	PLANT MGMT SERVICES 11/16-12/16	\$210,528.42
01-08031	HACH COMPANY, INC.	PO0137726	CONTROLLER/DIGITAL TERMINATION BOX	\$2,140.39
01-20097	TOPS & STRIPES, INC.	PO0138594	V338 BED LINER	\$460.00
01-80258	BRENNTAG SOUTHWEST, INC.	PO0135945	CHLORINE GAS	\$3,407.60
<b>WASTEWATER PLANT MGMT TOTAL</b>				<b>\$222,595.18</b>

**FUND 32 DEPT 325 - E.E.D.A.**

01-02102	PUBLIC FINANCE LAW GROUP, PLLC	PO0137639	TP & L TIF LEGAL SERVICE	\$12,500.00
01-02687	RETAIL ATTRACTIONS, LLC	PO0136054	CONSULTING SERVICE 12/16	\$6,000.00
01-04063	JUMBO IV, LLC	PO0138599	SALES TAX INCENTIVE 7/16-9/16	\$9,329.84

01-04347	ENID CROSSING INVESTORS LP	PO0138598	SALES TAX INCENTIVE 7/16-9/16	\$20,411.73
01-04782	333 ENID TRAVEL PLAZA, LLC	PO0138596	SALES TAX INCENTIVE 5/16-10/16	\$8,836.88
			<b>E.E.D.A. TOTAL</b>	<b>\$57,078.45</b>

**FUND 33 DEPT 335 - V.D.A.**

01-00223	COOPER, MICHAEL G.	PO0138778	REIMB/DEPT OF DEFENSE MEETING	\$1,671.42
01-00223	COOPER, MICHAEL G.	PO0136199	CONSULTING SERVICE	\$10,000.00
01-00332	TRAVEL ENTERPRISE, INC.	PO0138780	AIRFARE/M COOPER	\$860.92
			<b>V.D.A. TOTAL</b>	<b>\$12,532.34</b>

**FUND 40 DEPT 405 - CAPITAL IMPROVEMENT**

01-05050	ENVIROTECH	PO0138836	R-0303F PROFESSIONAL SERVICE	\$5,150.00
01-60230	RICK LORENZ CONSTRUCTION	PO0135805	M-1604A SRSD143 SAFE ROUTES	\$36,092.85
			<b>CAPITAL IMPROVEMENT TOTAL</b>	<b>\$41,242.85</b>

**FUND 42 DEPT 425 - SANITARY SEWER FUND**

01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$326.59
01-04021	DENSE MECHANICAL CONTRACTORS, INC.	PO0137494	S-1702 CNBC SEWER REPAIR	\$9,775.40
01-05050	ENVIROTECH	PO0138624	S-1508 PROFESSIONAL SERVICE	\$11,650.00
			<b>SANITARY SEWER FUND TOTAL</b>	<b>\$21,751.99</b>

**FUND 43 DEPT 435 - STORMWATER FUND**

01-05050	ENVIROTECH	PO0138623	F-1603B PROFESSIONAL SERVICE	\$2,760.00
01-05050	ENVIROTECH	PO0137251	F-1703A PROFESSIONAL SERVICE	\$5,750.00
01-05081	BEVERAGES CONSTRUCTION, LLC.	PO0135807	F-0408B DRAINAGE IMPROVEMENT	\$37,279.90
			<b>STORMWATER FUND TOTAL</b>	<b>\$45,789.90</b>

**FUND 44 DEPT 445 - WATER CAP. IMPROVEMENT FUND**

01-03707	DOERNER, SAUNDERS, DANIEL & ANDERS	PO0138651	W-1304A WATER RIGHTS	\$97.50
01-04033	DOLESE BROTHERS CO., INC.	PO0138556	W-1703A CONCRETE	\$1,204.88
01-04033	DOLESE BROTHERS CO., INC.	PO0138752	W-1703A CONCRETE	\$325.00
01-05005	ENID CONCRETE CO., INC.	PO0138621	W-1703A CONCRETE	\$347.76
			<b>WATER CAP. IMPROVEMENT FUND TOTAL</b>	<b>\$1,975.14</b>

**FUND 50 DEPT 505 - 911**

01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$478.08
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0138716	COPIER LEASE/USAGE 11/16	\$158.27
01-66190	AT&T	PO0138730	MONTHLY SERVICE	\$11,698.88
01-66190	AT&T	PO0138837	MONTHLY SERVICE	\$9,983.63
			<b>911 TOTAL</b>	<b>\$22,318.86</b>

**FUND 51 DEPT 515 - POLICE**

01-00605	SPECIAL OPS UNIFORMS, INC.	PO0138731	UNIFORMS (4)	\$3,211.52
01-01371	STANARD & ASSOC.	PO0138710	PATROLMAN EXAM	\$390.00
01-01472	STAPLES ADVANTAGE	PO0138549	INK CARTRIDGES/PAPER/CD	\$652.90
01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$1,778.31
01-01988	BOARD OF TESTS FOR ALCOHOL/DRUG IN	PO0138715	BOARD TEST/J ROBINSON	\$62.00
01-03000	CARTER PAINT CO.	PO0138579	V2062/V2063 PAINT	\$86.33
01-03053	NORTHWEST SHREDDERS, LLC	PO0138673	SECURITY CONSOLE 11/16	\$100.00
01-03323	COMPUTER PROJECTS OF ILLINOIS, INC	PO0135802	MESSENGER LICENSES (22)	\$4,400.00
01-03370	KRONOS INCORPORATED	PO0138729	ANNUAL TELESTAFF LICENSES (5)	\$1,285.50
01-03569	GRIMSLEY'S, INC.	PO0138826	CLEANER/TOWELS	\$223.37
01-03921	EXPRESS SCRIPTS, INC.	PO0138680	WC/MEDICAL/K EVERLEY	\$8.82
01-03921	EXPRESS SCRIPTS, INC.	PO0138785	WC/MEDICAL/A MORRIS	\$81.55



01-04013	STILLWATER MEDICAL CENTER AUTHORIT	PO0138692	WC/MEDICAL/A MORRIS	\$398.98
01-04013	STILLWATER MEDICAL CENTER AUTHORIT	PO0138735	WC/MEDICAL/A MORRIS	\$1,167.62
01-04164	OK DEPT. OF PUBLIC SAFETY	PO0138708	OLETS USERS FEE	\$350.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0138734	WAREHOUSE PARTS 10/16	\$1,889.63
01-04328	INTEGRIS MEDICAL GROUP	PO0138805	WC/MEDICAL/J SKAGGS	\$54.00
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0138716	COPIER LEASE/USAGE 11/16	\$625.04
01-05067	ENID GLASSWORKS, INC.	PO0138722	V2029 WINDOW	\$225.00
01-05140	MORRIS, ANCIL	PO0138670	WC/TRAVEL REIMB	\$64.69
01-05205	SATTLER, JOHN	PO0138727	V2173 TORQUE/TRANS FLUID/SEAL	\$1,342.00
01-05208	JACOBS, RICHARD J	PO0138827	TUITION ASSISTANCE/SPRING 16	\$1,000.00
01-08005	HIBDON TIRE CENTERS	PO0138605	V2115 ALIGNMENT	\$69.99
01-09021	INT'L. PERSONNEL MGMT. ASSOC.	PO0138709	SERGEANT/LIEUTENANT TEST	\$494.00
01-13033	MOTO-PHOTO	PO0138698	CPA PRINTS/FRAMES	\$270.87
01-13036	MESSER BOWERS	PO0138704	NOTARY BOND/E REDDICK	\$30.00
01-13145	MID-AMERICA WHOLESALE, INC.	PO0138706	COFFEE/CREAMER/CUPS	\$255.93
01-15132	O'REILLY AUTO PARTS, INC.	PO0138703	CLAMPS	\$4.58
01-16006	PHILLIPS PRINTING, INC.	PO0138702	EVIDENCE ENVELOPES	\$81.00
01-18022	RUSCO PLASTICS	PO0138713	TAGS (19)	\$77.50
01-19001	STANLEY'S WRECKER SERVICE	PO0138578	V2052 TOW	\$75.00
01-19087	SIRCHIE FINGER PRINT LAB	PO0138823	FORENSIC/DRUG TEST KITS	\$239.95
01-39640	RADIOLOGY ASSOC. OF ENID	PO0138807	WC/MEDICAL/A MORRIS	\$18.63
01-46560	GROOM CLOSET	PO0138712	K9 DOG FOOD	\$71.04
01-50210	LOWE'S HOME CENTERS, INC.	PO0138699	THERMOSTAT/LOCKS/TAPE	\$80.23
01-51430	ENID P T PROFESSIONALS	PO0138677	WC/MEDICAL/A MORRIS	\$497.37
01-51430	ENID P T PROFESSIONALS	PO0138784	WC/MEDICAL/A MORRIS	\$224.48
01-58530	INTEGRIS OCC. EMPLOYEE HEALTH	PO0138728	PENSION BOARD PHYSICALS (8)	\$4,025.00
01-63040	INFORMATION TECH., INC.	PO0137729	ANNUAL DATABASE SUPPORT/UPDATE	\$12,140.00
01-65460	ACTSHON PEST CONTROL	PO0138721	PEST CONTROL 11/16	\$40.00
01-79290	SIGN SHACK THE	PO0138705	V2064 GRAPHICS REPAIR	\$370.00
			<b>POLICE TOTAL</b>	<b>\$38,462.83</b>

**FUND 60 DEPT 605 - E.E.C.C.H.**

01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0138754	MONTHLY SERVICE 10/16	\$56.95
01-05151	PLUSLUX, LLC	PO0137243	COMMERCIAL WASHER/DRYER	\$13,580.00
01-15127	OK NATURAL GAS	PO0138720	MONTHLY SERVICE 10/16	\$535.44
01-15127	OK NATURAL GAS	PO0138838	MONTHLY SERVICE 11/16	\$21.06
01-80045	CHISHOLM TRAIL EXPO CENTER	PO0138796	HOTEL TAX 10/16	\$52,318.01
			<b>E.E.C.C.H. TOTAL</b>	<b>\$66,511.46</b>

**FUND 65 DEPT 655 - FIRE**

01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0138691	V1034 SUPPRESSOR	\$104.46
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0138691	V1031 FUEL PUMP	\$27.77
01-01227	AUTRY VO-TECH CENTER	PO0138675	PULMONARY FUNCTION TESTING	\$40.00
01-01338	J & P SUPPLY, INC.	PO0138678	TOWELS/CLEANER/LINERS	\$348.98
01-01338	J & P SUPPLY, INC.	PO0138829	TOWELS/CLEANER/TISSUE/LINERS	\$353.70
01-01476	NORTHERN SAFETY CO., INC.	PO0138693	BATTERY ASSEMBLY	\$231.04
01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$2,611.04
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0138690	V1044 FRONT HUB/ROTOR LOCKNUTS	\$122.76
01-02021	B'S QUALITY DOOR, INC.	PO0138830	WALL BUTTON REPLACEMENT	\$138.45
01-03001	CUMMINS SOUTHERN PLAINS	PO0138726	V1034 PRESSURE SENSOR	\$477.30
01-03001	CUMMINS SOUTHERN PLAINS	PO0138726	V1031 FUEL PUMP/SURGE SUPPRESSOR	\$549.87
01-04030	WELDON PARTS, INC.	PO0138689	V1034 SHOCKS	\$99.50
01-04030	WELDON PARTS, INC.	PO0138835	V1044 BRAKES	\$1,854.88
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0138734	WAREHOUSE PARTS 10/16	\$18.96
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0138831	COPIER MAINTENANCE 11/16	\$61.04
01-04926	HAMPEL OIL DISTRIBUTORS, INC.	PO0138694	OIL	\$567.24
01-05206	RAINBOW PENNANT, INC.	PO0138738	FLAGS (2)	\$85.95
01-12051	LIBERTY FLAGS, INC.	PO0138828	FLAGS (7)	\$183.35
01-15132	O'REILLY AUTO PARTS, INC.	PO0138688	FILTERS/MOWER BATTERY	\$151.45
01-15132	O'REILLY AUTO PARTS, INC.	PO0138688	V1029 MOLDING TAPE	\$6.31
01-15132	O'REILLY AUTO PARTS, INC.	PO0138688	V1007 HARNESS	\$17.48
01-15132	O'REILLY AUTO PARTS, INC.	PO0138688	V1031/V1034 FILTERS	\$34.14
01-30830	LOCKE SUPPLY, INC.	PO0138674	LIGHT BULBS (15)	\$72.60
01-51430	ENID P T PROFESSIONALS	PO0138677	WC/MEDICAL/S BARTLEY	\$673.44

01-51430	ENID P T PROFESSIONALS	PO0138784	WC/MEDICAL/S BARTLEY	\$112.24
01-56300	TRUCK PRO, INC.	PO0138679	WASHERS	\$4.68
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0138676	LIGHT BULBS/SOCKETS/PAINT	\$90.20
			<b>FIRE TOTAL</b>	<b>\$9,038.83</b>

**FUND 99 DEPT 995 - EPTA**

01-01227	AUTRY VO-TECH CENTER	PO0138792	EPTA TRAINING	\$720.00
01-01783	JP MORGAN CHASE	PO0138841	CHASE PAYMENT	\$85.44
01-02082	AT&T MOBILITY	PO0138551	MONTHLY DATA PLAN 10/16	\$271.84
01-02267	NEWBY VANCE MOBILITY	PO0137728	V8562 LIFT REPAIR	\$4,244.28
01-02594	PIONEER TELEPHONE-MAINE	PO0138723	MONTHLY SERVICE 10/16	\$23.62
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0138687	WC/ATTORNEY FEES	\$416.50
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0138734	WAREHOUSE PARTS 10/16	\$1,404.11
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0138753	MONTHLY SERVICE 10/16	\$76.68
01-05134	ENID NEWS & EAGLE	PO0138587	ADVERTISING	\$277.00
01-15006	OK GLASS & WALLPAPER	PO0138569	SIGN INSTALL (2)	\$343.00
01-19047	AT & T	PO0138791	MONTHLY SERVICE 11/16	\$270.82
01-50710	OK MUNICIPAL ASSURANCE GROUP	PO0138843	GEN LIAB/AUTO INSURANCE 12/16-12/17	\$3,225.75
			<b>EPTA TOTAL</b>	<b>\$11,359.04</b>

**FUND 70 DEPT 705 - CDBG**

70-01783	JP MORGANCHASE COMMERCIAL CARD	PO0138846	CHASE PAYMENT	\$571.92
70-03132	CDSA	PO0131896	B-15 (409) EMERGENCY REPAIRS	\$11,045.37
			<b>CDBG TOTAL</b>	<b>\$11,617.29</b>

**COMBINED BREAKDOWN OF TOTALS**

EMA	\$322,670.38
EEDA	\$57,078.45
EPTA	\$11,359.04
REMAINING FUNDS	\$515,881.18
<b>TOTAL CLAIMS</b>	<b>\$906,989.05</b>

## PURCHASING CARD CLAIMS LIST

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**FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES**

AT&T*PREMIER EBIL	PO0138841	IPAD DATA PLAN 11/16	136.67
ENID WINNELSON CO	PO0138841	AERATOR	53.85
LOWES #00205*	PO0138841	FLOOR POLISH/PLYWOOD	117.31
WM SUPERCENTER #499	PO0138841	COFFEE MAKER	79.00

<b>ADMINISTRATIVE SERVICES TOTAL</b>	<b>386.83</b>
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**FUND 10 DEPT 110 - HUMAN RESOURCES**

STAPLES 00106633	PO0138841	OFFICE CHAIR/SERVICE AWARD FOLDERS	324.86
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<b>HUMAN RESOURCES TOTAL</b>	<b>324.86</b>
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**FUND 10 DEPT 120 - LEGAL SERVICES**

BARNES&NOBLE.COM-BN	PO0138841	PUBLICATION	151.25
HOBBY-LOBBY #0008	PO0138841	HOLIDAY TREE/DECORATIONS	111.32
LOWES #00205*	PO0138841	KEYS (3)	5.91
OFFICE DEPOT #1079	PO0138841	INK CARTRIDGE/KEYBOARD/MOUSE/PAPER	323.83
OFFICEMAX/OFFICEDEPT#6	PO0138841	POST-IT NOTES (5)	18.95
REI*MATTHEW BENDER &CO	PO0138841	PUBLICATION	174.86
SHERATON HOTEL	PO0138841	(CREDIT) LODGING TAX REFUND	(38.38)

<b>LEGAL SERVICES TOTAL</b>	<b>747.74</b>
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**FUND 10 DEPT 140 - SAFETY**

AED SUPERSTORE	PO0138841	DEFIBRILLATION ELECTRODES (2)	182.70
AT&T*BILL PAYMENT	PO0138841	IPAD DATA PLAN 10/16	30.76
ATWOOD 01 ENID	PO0138841	SAFETY REP JACKET	39.99
MOORE MEDICAL LLC	PO0138841	FIRST AID KITS/CPR MASK/ BLOOD CLEAN-UP KIT	193.12
PARADISE DONUTS	PO0138841	MEAL (12)/SAFETY REP MEETING	8.75

<b>SAFETY TOTAL</b>	<b>455.32</b>
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**FUND 10 DEPT 150 - PR/MARKETING**

AT&T*PREMIER EBIL	PO0138841	IPAD DATA PLAN 11/16	27.01
BIG DANS STEAKHOUSE	PO0138841	MEAL/EMER MGMT MEETING/M HONIGSBERG	13.66

<b>PR/MARKETING TOTAL</b>	<b>40.67</b>
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**FUND 10 DEPT 200 - GENERAL GOVERNMENT**

CHICK-FIL-A #02804	PO0138841	COFFEE/COMMISSION MEETING	26.00
CONOCO - ONCUE EXPRESS	PO0138841	BOTTLED WATER	5.99
OKC GREEN TAXI	PO0138841	TRANSPORTATION/NLC CONF/B SHEWEY	20.00
OMNI WILLIAM PENN	PO0138841	LODGING/NLC CONF/B SHEWEY	453.72
PIT TAXI 556	PO0138841	TRANSPORTATION/NLC CONF/B SHEWEY	45.71
SCHIEBER'S DONUTS & DE	PO0138841	MEAL/COMMISSION MEETING	22.50
SCHLOTZSKY'S #4466	PO0138841	MEAL/COMMISSION MEETING	237.96
SQ *EDAFETRANS GOSQ	PO0138841	TRANSPORTATION/NLC CONF/B SHEWEY	52.36
TACO BELL #28019	PO0138841	MEAL/COMMISSION MEETING	40.00
USA PARK OKLAHOMA CITY	PO0138841	PARKING/NLC CONF/B SHEWEY	25.84
WYNDHAM GRAND PITTSB D	PO0138841	LODGING/NLC CONF/T WILSON	209.76

<b>GENERAL GOVERNMENT TOTAL</b>	<b>1,139.84</b>
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## PURCHASING CARD CLAIMS LIST

12-6-16

**FUND 10 DEPT 210 - ACCOUNTING**

AT&T*PREMIER EBIL	PO0138841	IPAD DATA PLAN 11/16	30.76
CAFE GARCIA	PO0138841	MEAL (8)/EMPLOYEE APPRECIATION	90.41
SHI INTERNATIONAL CORP	PO0138841	MICROSOFT OFFICE 2016 LICENSES (4)	1,324.00

<b>ACCOUNTING TOTAL</b>	<b>1,445.17</b>
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**FUND 10 DEPT 220 - RECORDS & RECEIPTS**

AT&T*PREMIER EBIL	PO0138841	IPAD DATA PLAN 11/16	23.26
SQ *ON THE SIDEWALK	PO0138841	MEAL (3)/DEPT MEETING	37.25

<b>RECORDS &amp; RECEIPTS TOTAL</b>	<b>60.51</b>
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**FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT**

AIA PRODUCTS / DUES	PO0138841	AIA MEMBERSHIP RENEWAL/C BAUER	599.00
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<b>COMMUNITY DEVELOPMENT TOTAL</b>	<b>599.00</b>
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**FUND 10 DEPT 350 - CODE ENFORCEMENT**

ATWOOD 01 ENID	PO0138841	LOGO JACKETS (3)	74.64
COMFORT INN & SUITES	PO0138841	LODGING/CODE TRAINING/K KELLEY	136.20

<b>CODE ENFORCEMENT TOTAL</b>	<b>210.84</b>
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**FUND 10 DEPT 400 - ENGINEERING**

ACADEMY SPORTS #271	PO0138841	STEEL TOE BOOTS (2)	214.98
AMAZON.COM	PO0138841	SCANNER	239.99

<b>ENGINEERING TOTAL</b>	<b>454.97</b>
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**FUND 10 DEPT 700 - PUBLIC WORKS MGMT**

AMAZON MKTPLACE PMTS	PO0138841	GARAGE DOOR OPENERS (4)	72.76
AT&T*PREMIER EBIL	PO0138841	IPAD DATA PLAN 11/16	54.78
DANDY'S DONUTS	PO0138841	MEAL (7)/SUPERVISORY MEETING	11.98
KINNUNEN SALES & RENT	PO0138841	RUBBER GLOVES	28.64
WM SUPERCENTER #4390	PO0138841	COFFEE/CANDLE	32.86

<b>PUBLIC WORKS MGMT TOTAL</b>	<b>201.02</b>
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**FUND 10 DEPT 710 - FLEET MGMT**

2000 CED	PO0138841	PHOTO CELL (6)	45.00
AMAZON.COM	PO0138841	WORK STAND	43.66
ENID WINNELSON CO	PO0138841	SOLDER/BOILER DRAIN	59.12
SQ *A W BRUEGGEMANN	PO0138841	TOOL SET	91.26
STAPLES 00106633	PO0138841	INK CARTRIDGE	177.47

<b>FLEET MGMT TOTAL</b>	<b>416.51</b>
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**FUND 10 DEPT 730 - PARKS & RECREATION**

1000BULBS.COM	PO0138841	LIGHT BULBS (10)	609.24
ALL SEASONS UNIFORMS-2	PO0138841	LOGO JACKET/HOODIE/K BOEHM	200.74
AMAZON MKTPLACE PMTS	PO0138841	NUT/SAFETY GUARDS/WRENCH/FLANGE	126.19
AMAZON.COM	PO0138841	CHAINSAW SHARPENER/GRINDER WHEELS (10)	767.80

**PURCHASING CARD CLAIMS LIST**

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AT&T*PREMIER EBIL	PO0138841	IPAD DATA PLAN 11/16	115.54
ATWOOD 01 ENID	PO0138841	ZIP TIES/OUTLET COVERS/ANTIFREEZE	140.24
CARID.COM	PO0138841	V652 REAR BUMPER	398.76
EREPLACEMENTPARTS.COM	PO0138841	HANDLE SPRING/SOD CUTTER	13.39
LOCKE SUPPLY WE ENID	PO0138841	CEILING HEATERS	133.90
LOWES #00205*	PO0138841	WOOD/PRIMER/ROLLER/PAINT	1,839.75
PIONEER REVERE 8008771	PO0138841	GASKET KIT/LINE PAINTER	33.40
R J THOMAS MFG CO INC	PO0138841	SHELTER GRILLS (6)	990.00
SAMS INTERNET	PO0138841	LED SHOP LIGHTS (4)	135.58
STAPLES 00106633	PO0138841	BINDERS	23.99
STUART C IRBY	PO0138841	FITTINGS/CONDUIT/WASHERS	385.83
WALGREENS #5531	PO0138841	BATTERIES (24)	19.99
WAL-MART #0499	PO0138841	DOWNTOWN CHRISTMAS LIGHTS	195.26
WAL-MART #4390	PO0138841	MEAL (15)/EMPLOYEE APPRECIATION	11.28
WINCHELL'S # 580	PO0138841	MEAL (12)/DEPT MEETING	27.60

**PARKS & RECREATION TOTAL 6,168.48**

**FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT**

ACE HDWE	PO0138841	AUTODIALER BATTERIES	13.99
ATWOOD 01 ENID	PO0138841	BOLTS	1.12
BB MACHINE & SUPPLY IN	PO0138841	V120 PUMP	433.51
BB MACHINE & SUPPLY IN	PO0138841	V192 MEGA HOSE/METER STEMS	73.74
DEL CITY	PO0138841	V139 CIRCUIT BREAKERS	20.83
WAL-MART #4390	PO0138841	FIRST AID KITS	39.36

**STRMWTR & ROADWAY MAINT TOTAL 582.55**

**FUND 10 DEPT 750 -TECHNICAL SERVICES**

2000 CED	PO0138841	RECEPTICALS/JUNCTION BOXES	14.80
ACE HDWE	PO0138841	PREHEATER THERMOSTAT TUBING	42.90
ALBRIGHT STEEL WIRE EN	PO0138841	FLAT STEEL 1/4 x 2	48.24
ALBRIGHT STEEL WIRE EN	PO0138841	METAL STRAP	16.08
AMAZON MKTPLACE PMTS	PO0138841	COFFEE/PHONE CASE	219.32
AMAZON MKTPLACE PMTS	PO0138841	V602 SAFETY LIGHTS	69.99
AMAZON.COM	PO0138841	V620 SPRING/MOUNTING KIT	368.19
AT&T*PREMIER EBIL	PO0138841	IPAD DATA PLAN 11/16	54.78
ATWOOD 01 ENID	PO0138841	COUPLER/MOUNT SIDE WIND JACK	132.86
AUTOZONE #0505	PO0138841	U-BOLT HARDWARE KIT	19.99
BB MACHINE & SUPPLY IN	PO0138841	HOSE EXTENTION/HOSE STEMS (2)	34.02
BOOM A RANG DINER ENID	PO0138841	MEAL (6)/DEPT MEETING	37.52
DOWNTOWN THREADS	PO0138841	LOGO SHIRTS (5)/LOGO JACKET	149.18
ENID WINNELSON CO	PO0138841	FLOOR SINK/GRATE/P TRAP/SILVER TAPE	217.67
FASTENAL COMPANY01	PO0138841	CONCRETE SCREWS	13.55
FASTENAL COMPANY01	PO0138841	DRILL BITS	53.50
HUGHES LUMBER COMPANY	PO0138841	CONCRETE DRILL BITS/SCREWS	10.90
JAMIE'S BARNSTORMERS	PO0138841	MEAL (4)/DEPT MEETING	48.46
KINNUNEN SALES & RENT	PO0138841	CEMENT/CONCRETE SCREWS/BLADES/STAKES	143.82
LAWSON PRODUCTS	PO0138841	INSTALLATION KIT	27.58
LOCKE SUPPLY WHC ENID	PO0138841	FURNACE PIPE	48.55
LOWES #00205*	PO0138841	COUPLING/HITCH PIN/CAULK/BLADE	76.18
MUNN SUPPLY	PO0138841	ACETYLENE/OXYGEN/WELD ROD	214.18
OREILLY AUTO 00001743	PO0138841	RESPIRATOR/OIL	11.20
PMSI-EDMUND	PO0138841	TRAFFIC PAINT	830.00

**PURCHASING CARD CLAIMS LIST**

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RAMSEYS WHAT EVER	PO0138841	PREHEATER THERMOSTAT TUBING	7.50
SHERWIN WILLIAMS 70718	PO0138841	PAINT/PAINT HOSE	210.49
SIGNWAREHOUSE.COM	PO0138841	REFLECTIVE VINYL/LAMINATE	583.83
STAPLES 00106633	PO0138841	INK CARTRIDGE	40.66
STUART C IRBY	PO0138841	PRE-HEATER ELECTRICAL HARDWARE	32.64
UNITED RENTALS #018798	PO0138841	ELECTRIC JACKHAMMER RENTAL	85.00
VULCAN INC	PO0138841	SIGN BLANKS (12)	55.80
WW STARR LUMBER ENID	PO0138841	FOAM GASKET/RUBBER GASKET	4.88
WWW.NEWEGG.COM	PO0138841	POWER SUPPLY	27.75

**TECHNICAL SERVICES TOTAL** 3,952.01

**FUND 10 DEPT 900 - LIBRARY**

ALDI 75012	PO0138841	PROGRAM SUPPLIES	41.66
AMAZON MKTPLACE PMTS	PO0138841	PROGRAM SUPPLIES	771.26
AMAZON.COM	PO0138841	BOOKS (25)/TRASH BAGS/TISSUE/CUPS	516.00
AMERICAN LIBRARY ASSOC	PO0138841	ALA MEMBERSHIP DUES/M HOLMES	177.00
BAKER & TAYLOR - BOOKS	PO0138841	BOOKS (96)	1,625.01
DART/TARTAN/MCNAUGH	PO0138841	BOOKS (118)	1,701.23
DOLLAR TREE	PO0138841	PROGRAM SUPPLIES	25.50
DUSTYS LOCK & KEY LLC	PO0138841	REKEY/KEYS	98.00
HOBBY-LOBBY #0008	PO0138841	PROGRAM SUPPLIES	75.53
IN *DOWNTOWN KITCHEN S	PO0138841	PROGRAM SUPPLIES	9.95
JUMBO FOODS	PO0138841	PROGRAM SUPPLIES	8.68
KAPCO	PO0138841	BOOK REPAIR SUPPLIES	447.53
KUM & GO #880	PO0138841	POOL VEHICLE FUEL	10.86
LOWES #00205*	PO0138841	LIGHT BULBS	26.94
MCALISTER'S DELI 727	PO0138841	MEAL (15)/BOARD MEETING	129.62
PAYPAL *ARTTEACHERN	PO0138841	ONLINE ART TRAINING	99.00
PAYPAL *DRAGONMARTS	PO0138841	PROGRAM SUPPLIES	8.48
PAYPAL *ENUMBER INC	PO0138841	PROGRAM SUPPLIES	9.87
PAYPAL *TAYDAELECTR	PO0138841	PROGRAM SUPPLIES	17.50
PIZZA HUT #029878	PO0138841	MEAL (4)/PROGRAMMING	18.24
RECORDED BOOKS	PO0138841	BOOK ON CD (9)	390.80
SQ *SQ *GOBEN'S GOODIE	PO0138841	PROGRAM SUPPLIES	25.00
STAPLES DIRECT	PO0138841	BATTERIES/MARKERS/PAPER/CARDSTOCK	351.09
TEA*THE GREAT COURSES	PO0138841	VIDEO LEARNING SERIES	194.90
THE KNOX COMPANY	PO0138841	EXCHANGE KNOX BOX/RESTOCKING FEE	141.00
THE MAIL ROOM LLC	PO0138841	SHIPPING FEES	32.21
WAL-MART #0499	PO0138841	PROGRAM SUPPLIES	19.45
WALMART.COM	PO0138841	BOOKS (2)	56.34

**LIBRARY TOTAL** 7,028.65

**FUND 20 DEPT 205 - AIRPORT**

AAAE	PO0138841	2017 AAAE MEMBERSHIP	275.00
AMAZON.COM	PO0138841	CIRCULATING TANK HEATER	85.99
ATWOOD 01 ENID	PO0138841	TIE DOWN STRAPS/HEAD LAMPS	49.94
JUMBO II LLC	PO0138841	PILOT SNACKS	64.08
KINNUNEN SALES & RENT	PO0138841	WINTER GLOVES	66.57
QTPOD.COM	PO0138841	SELF SERVE PUMP WARRANTY	995.00
TIRES PLUS 517917	PO0138841	V812 TIRE ALIGNMENT	59.99

**AIRPORT TOTAL** 1,596.57

# PURCHASING CARD CLAIMS LIST

12-6-16

**FUND 22 DEPT 225 - GOLF**

BB MACHINE & SUPPLY IN	PO0138841	PRESSURE HOSE/FITTING	39.09
BSC*BRIGGS&STRATTONCOR	PO0138841	MOWER PLUG	43.74
DMI* DELL HIGHER EDUC	PO0138841	COMPUTER	874.94
EVENTBEEINC	PO0138841	OTRF CONF REGISTRATION (2)	260.00
FLAMING AUTO SUPPLY	PO0138841	HYDRAULIC FLUID/HAND CLEANER	66.91
HIBU INC. - WEST	PO0138841	YELLOWBOOK ADVERTISING	39.00
IN *D.A.L. SECURITY LL	PO0138841	ALARM SERVICE 11/16	78.00
P & K EQUIPMENT	PO0138841	POLE SAW SHAFT ASSEMBLY	268.37
SUDDENLINK-NAT'L SITE	PO0138841	MONTHLY INTERNET SERVICE 11/16	79.95
WM SUPERCENTER #499	PO0138841	TELEVISION	448.00

**GOLF TOTAL 2,198.00**

**FUND 30 DEPT 305 - STREET & ALLEY**

HUGHES LUMBER COMPANY	PO0138841	R-1708 LUMBER	85.10
WW STARR LUMBER ENID	PO0138841	R-1708 LUMBER/SEALANT/SCREWS	564.88

**STREET & ALLEY TOTAL 649.98**

**FUND 31 DEPT 230 - UTILITY SERVICES**

STEVENS FORD	PO0138841	V373 ENGINE REPAIR	185.44
STEVENS FORD	PO0138841	V374 MIRROR	90.66
WAL-MART #0499	PO0138841	(CREDIT) FAX COPIER RETURN	(34.02)

**UTILITY SERVICES TOTAL 242.08**

**FUND 31 DEPT 760 - SOLID WASTE**

LOWES #00205*	PO0138841	PLUGS	3.23
AMAZON MKTPLACE PMTS	PO0138841	LOGO HOODIE (2)/LOGO JACKET (2)	116.83
AMAZON.COM	PO0138841	LOGO JACKET (2)	199.98
AT&T*PREMIER EBIL	PO0138841	IPAD DATA PLAN 11/16	390.91
ATWOOD 01 ENID	PO0138841	CHAIN/LOCK	26.89
BB MACHINE & SUPPLY IN	PO0138841	HOSES/FITTINGS/OIL SEAL	326.56
BRUCKNER TRUCK SALES,	PO0138841	V245 HOSE	41.94
FOUR J'S TIRE SERV	PO0138841	V212 TIRE	288.50
FOUR J'S TIRE SERV	PO0138841	V241 TIRE	343.75
FOUR J'S TIRE SERV	PO0138841	V245 TIRES	693.50
JUMBO FOODS	PO0138841	BOTTLED WATER	48.83
LAWSON PRODUCTS	PO0138841	INSTALLATION KIT/INSERTS	66.32
MERRIFIELD OFFICE SUPP	PO0138841	INK CARTRIDGES (3)	110.84
SOUTHWEST TRUCK PARTS	PO0138841	V244 TENSIONER	106.22
STUART C IRBY	PO0138841	FUSES	32.30
SUBWAY 00272047	PO0138841	MEAL (10)/EMPLOYEE APPRECIATION	91.98
TESSCO TECHNOLOGIES	PO0138841	ANTENNAS/CABLES	206.00

**SOLID WASTE TOTAL 3,094.58**

**FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT**

AQUA BAILERS INC	PO0138841	RUBBER GLOVES (CASE)	142.21
AT&T*PREMIER EBIL	PO0138841	IPAD DATA PLAN 11/16	44.02
KINNUNEN SALES & RENT	PO0138841	RUBBER GLOVES (BOX)	28.64
MERRIFIELD OFFICE SUPP	PO0138841	FILE FOLDERS/ENVELOPES	15.79

**PURCHASING CARD CLAIMS LIST**

12-6-16

QUANTEM LABORATORIES	PO0138841	ABESTOS SAMPLING/ANALYSIS	194.50
STAPLES 00106633	PO0138841	INK CARTRIDGE	89.98
UPS (800) 811-1648	PO0138841	SHIPPING FEES	18.16

**PUBLIC UTILITIES MGMT TOTAL** 533.30

**FUND 31 DEPT 790 - WATER PRODUCTION**

AMAZON.COM	PO0138841	UNDERSEAT STORAGE BOX	160.33
ATWOOD 01 ENID	PO0138841	BATTERY MAINTAINERS	149.95
AUTOMATIONDIRECT.COM	PO0138841	PLC/NET CARD	858.00
LOWES #00205*	PO0138841	INSULATION/MOLE TRAPS	283.95
SHERWIN WILLIAMS 70718	PO0138841	PAINT	76.42
STAPLES 00106633	PO0138841	PERMIT WALL PLAQUE	9.49

**WATER PRODUCTION TOTAL** 1,538.14

**FUND 31 DEPT 795 - WATER RECLAMATION SVS**

AMAZON MKTPLACE PMTS	PO0138841	BATTERIES	63.67
AT&T*PREMIER EBIL	PO0138841	IPAD DATA PLAN 11/16	141.84
ATWOOD 01 ENID	PO0138841	LOGO COAT/LOGO COVERALLS (2)	184.86
DOMINO'S 6465	PO0138841	MEAL (6)/DEPT MEETING	44.56
ENID IRON & METAL CO	PO0138841	METAL	31.00
KINNUNEN SALES & RENT	PO0138841	HAND FLOATS/DRILL BIT	129.59
STUART C IRBY	PO0138841	PUSH BUTTONS	211.00
TRUCK PRO	PO0138841	CHAIN BOOMER/CHAINS	211.12

**WATER RECLAMATION SVS TOTAL** 1,017.64

**FUND 31 DEPT 799 - WASTEWATER PLANT MGMT**

COGENT	PO0138841	TUBING/SHIPPING	156.42
GARDNER DENVER PEACHTR	PO0138841	BLOWER	970.26
LOWES #00205*	PO0138841	STEP LADDER/FLEX HOSE/TRAPS	166.38
US VALVE LLC	PO0138841	VALVE LIMITER WITH BOLTS/SHIPPING	70.45

**WASTEWATER PLANT MGMT TOTAL** 1,363.51

**FUND 42 DEPT 425 - SANITARY SEWER**

ENID WINNELSON CO	PO0138841	PVC PIPE/FITTINGS/CONNECTORS	302.78
LOWES #00205*	PO0138841	ADAPTER/FITTINGS/PVC PIPE	23.81

**SANITARY SEWER TOTAL** 326.59

**FUND 50 DEPT 505 - 911**

BRAMIC CREATIVE BUSINE	PO0138841	COMMUNICATION CONSOLE REPAIR	239.20
CDW GOVERNMENT	PO0138841	BATTERY BACK UP	238.88

**911 TOTAL** 478.08

**FUND 51 DEPT 515 - POLICE**

AIRGAS CENTRAL	PO0138841	FIRE EXTINGUISHERS/MOUNTS	911.78
ASAHI INC	PO0138841	MEAL (8)/CLEET TRAINING	103.93
ATWOOD 01 ENID	PO0138841	DOG FOOD	377.60
BOOM A RANG DINER ADA	PO0138841	MEAL (3)/CLEET TRAINING	21.65
CHILI'S ADA	PO0138841	MEAL (2)/CLEET TRAINING	29.57



**PURCHASING CARD CLAIMS LIST**

12-6-16

JUMBO FOODS	PO0138841	MEAL/CITIZEN POLICE ACADEMY	20.70
KUM & GO #880	PO0138841	V9016 FUEL/EOD TRANSPORT	20.52
KWICK STOP #39	PO0138841	V2185 FUEL/CLEET TRAINING	34.50
KWICK STOP #39	PO0138841	V96 FUEL/CLEET TRAINING	32.00
SANTA FE CATTLE COMPAN	PO0138841	MEAL (4)/CLEET TRAINING	56.15
SHELL OIL 57445723307	PO0138841	V96 FUEL/CLEET TRAINING	32.00
STAPLES 00106633	PO0138841	FOLDERS/CITIZEN POLICE ACADEMY	21.98
SUBWAY 00107193	PO0138841	MEAL (3)/CLEET TRAINING	32.84
THE FIELDHOUSE	PO0138841	MEAL (5)/CLEET TRAINING	31.97
WM SUPERCENTER #4390	PO0138841	MEAL/CITIZEN POLICE ACADEMY	51.12

**POLICE TOTAL** 1,778.31

**FUND 65 DEPT 655 - FIRE**

AMAZON MKTPLACE PMTS	PO0138841	ELECTRODE PADS/EXAM GLOVES	273.21
AT&T DATA	PO0138841	IPAD DATA PLAN 11/16	25.00
ATWOOD 01 ENID	PO0138841	OIL/WASHER FLUID/ICE SCRAPERS	163.54
FIND IT PARTS	PO0138841	V1044 BRAKE PARTS	120.97
LOWES #00205*	PO0138841	BRUSHES (20)/CLEANER	47.59
OUTBACK 3714	PO0138841	EMPLOYEE ERROR/REIMB VIA CHECK	22.00
SHERWIN WILLIAMS 70718	PO0138841	PAINT/BRUSHES/TAPE	103.68
SQ *SQ *JIM'S WELDING	PO0138841	V1029 BOX DOOR/LID REBUILD	675.00
STAPLES 00106633	PO0138841	INK CARTRIDGES	281.98
UNITED LINEN	PO0138841	SHOP TOWEL SERVICE 11/16	70.58
WPSG. INC 800-852-6088	PO0138841	BOOTS (2)	827.49

**FIRE TOTAL** 2,611.04

**FUND 70 DEPT 705 - CDBG**

SOUTHWES 5262461797234	PO0138841	B-14 (393) AIRFARE (2)/FAIR HOUSING TRAINING	571.92
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**CDBG TOTAL** 571.92

**FUND 99 DEPT 995 - EPTA**

SAFECAR SERVICES	PO0138841	PASSENGER ASSISTANCE TRAINING	15.00
SQU*SQ *CATFISH COVE	PO0138841	MEAL (2)/EPTA TRAINING	23.98
STAPLES 00106633	PO0138841	CALENDARS/BINDERS	46.46

**EPTA TOTAL** 85.44

**JP MORGANCHASE CLAIMS LIST TOTAL** **\$ 42,300.15**

**City Commission Meeting**

**10. 1.**

**Meeting Date:** 12/06/2016

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$322,670.38.**

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**Attachments**

Claimslist

JP Morgan Claimslist

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**Meeting Date:** 12/06/2016

**Submitted By:** Kristin Martin, Executive Assistant

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**SUBJECT:**

CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION ACCEPTING THE RESPONSIBILITIES AS DESIGNATED TO THE ENID ECONOMIC DEVELOPMENT AUTHORITY (THE "AUTHORITY") BY THE CITY OF ENID, OKLAHOMA (THE "CITY") PURSUANT TO THE TP&L ECONOMIC DEVELOPMENT PROJECT PLAN ADOPTED BY THE CITY; APPROVING AND AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND AMONG THE AUTHORITY, THE CITY, AND TRANSPORTATION PARTNERS AND LOGISTICS LLC; APPROVING AND AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT BY AND BETWEEN THE AUTHORITY AND THE CITY PERTAINING TO THE TAX INCREMENT REVENUES; APPROVING THE USE OF ASSISTANCE IN DEVELOPMENT FINANCING; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

**BACKGROUND:**

This is a companion item to 6.6.

**RECOMMENDATION:**

Consider resolution.

**PRESENTER:**

Nate Ellis, Public Finance Law Group LLC Attorney.

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**Attachments**

Resolution

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**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION ACCEPTING THE RESPONSIBILITIES AS DESIGNATED TO THE ENID ECONOMIC DEVELOPMENT AUTHORITY (THE "AUTHORITY") BY THE CITY OF ENID, OKLAHOMA (THE "CITY") PURSUANT TO THE TP&L ECONOMIC DEVELOPMENT PROJECT PLAN ADOPTED BY THE CITY; APPROVING AND AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND AMONG THE AUTHORITY, THE CITY, AND TRANSPORTATION PARTNERS AND LOGISTICS LLC; APPROVING AND AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT BY AND BETWEEN THE AUTHORITY AND THE CITY PERTAINING TO THE TAX INCREMENT REVENUES; APPROVING THE USE OF ASSISTANCE IN DEVELOPMENT FINANCING; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Enid Economic Development Authority (the "Authority") has been created by a Trust Indenture dated as of April 16, 1987, as amended by an Amendment to the Trust Indenture dated October 15, 1991, for the use and benefit of The City of Enid, Oklahoma (the "City"), under authority of and pursuant to the provisions of Title 60, Oklahoma Statutes 2001, Sections 176 to 180.4, inclusive, as amended and supplemented (the "Act"), the Oklahoma Trust Act and other applicable statutes of the State of Oklahoma; and

WHEREAS, the City has adopted and approved the TP&L Economic Development Project Plan dated August 31, 2016 (the "Project Plan") by Ordinance No. 2016-22 dated September 20, 2016 (the "Local Act"), pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 850, *et seq.* as amended (the "Local Development Act"); and

WHEREAS, the City, by virtue of the Local Act, has heretofore created Increment District No. 7, City of Enid (as more specifically described herein, the "Increment District"), pursuant to the Local Development Act; and

WHEREAS, the Authority, the City, and Transportation Partners and Logistics LLC (or its designee, referred to as the "Company"), desire to enter into an economic development agreement (the "Development Agreement") for the purpose of providing a framework for the implementation of the Project Plan, including specifically the apportionment of certain Tax Increment Revenue for the payment of the costs of Traffic Improvements, Organizational Costs, and Inventory Incentives (each as described in the Project Plan and the Development Agreement); and

WHEREAS, the Authority and the City have agreed to provide assistance in development financing (as authorized by Section 853(14)(o) of the Local Development Act), including specifically the payment of the Inventory Incentives, all as more fully set forth in the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY:

SECTION 1. ACCEPTANCE OF RESPONSIBILITIES. The Authority hereby accepts its responsibilities and authority to implement the Project Plan as set forth in the TIF Ordinance.

SECTION 2. EXECUTION OF ECONOMIC DEVELOPMENT AGREEMENT. The Economic Development Agreement by and among the Authority, the City, and the Company (the “Development Agreement”) is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Authority, and to do all other lawful things to carry out the terms and conditions of said Development Agreement.

SECTION 3. EXECUTION OF SECURITY AGREEMENT. The Security Agreement by and between the Authority and the City (the “Security Agreement”) pertaining to the transfer of the TIF Revenues (as defined in the TIF Ordinance) to the Authority in furtherance of the implementation of the Project Plan, is hereby approved and the Chairman or Vice Chairman and Secretary or Assistant Secretary are hereby authorized to execute same for and on behalf of the Authority, and to do all other lawful things to carry out the terms and conditions of said Security Agreement.

SECTION 4. ASSISTANCE IN DEVELOPMENT FINANCING. The use of assistance in development financing, as contemplated in the Development Agreement, and as authorized by Section 853(14)(o) of the Local Development Act, is hereby approved.

SECTION 5. EXECUTION OF NECESSARY DOCUMENTS. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are hereby further authorized on behalf of the Authority to accept, receive, execute, attest, seal and deliver the above mentioned documents and all additional documentation, certifications and instruments and to take such further actions as may be required in connection with the transactions contemplated hereby, and are further authorized to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Authority, the execution and delivery of such documents being conclusive as to the approval of any terms contained therein.

[Remainder of Page Intentionally Left Blank]

PASSED AND APPROVED THIS 6<sup>TH</sup> DAY OF DECEMBER, 2016.

ENID ECONOMIC DEVELOPMENT  
AUTHORITY

(SEAL)

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

ATTEST:

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

CERTIFICATE  
OF  
AUTHORITY ACTION

I, the undersigned, hereby certify that I am the duly and acting Secretary of the Enid Economic Development Authority.

I further certify that the Trustees of the Enid Economic Development Authority held a **Regular** Meeting at 5:00 o'clock P.M., on December 6, 2016, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said Trustees at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Trustees present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved, and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 6<sup>TH</sup> DAY OF DECEMBER, 2016.

ENID ECONOMIC DEVELOPMENT  
AUTHORITY

(SEAL)

\_\_\_\_\_  
Secretary of Authority

**City Commission Meeting**

**13. 2.**

**Meeting Date:** 12/06/2016

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$57,078.45.**

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**Attachments**

Claimslist

JP Morgan Claimslist

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**City Commission Meeting**

**16. 1.**

**Meeting Date:** 12/06/2016

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$11,359.04.**

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**Attachments**

Claimslist

JP Morgan Claimslist

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