



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

BOARD OF COMMISSIONERS

NOTICE OF 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 regular session at 6:30 p.m. on the 19th day of September, 2017, 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 REGULAR MEETING

1. CALL TO ORDER/ROLL CALL.
2. INVOCATION.
3. FLAG SALUTE.
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF SEPTEMBER 7, 2017.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
 1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
 2. NORTHWEST OKLAHOMA ASSOCIATION OF REALTORS "CERTIFICATE OF APPRECIATION" PRESENTATIONS.
6. HEARINGS.
 1. NONE.

7. COMMUNITY DEVELOPMENT.

1. NONE.

8. ADMINISTRATION.

1. CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FEE SCHEDULE" ENTITLED "ARTICLE C" CITY SERVICES AND FACILITIES"; REPEALING SECTION 2-6C-5 ENTITLED "CHEROKEE STRIP CONFERENCE CENTER" DUE TO THE DEMOLITION OF THE BUILDING' AND REPEALING SECTION 2-6C-6 ENTITLED "CONVENTION HALL" DUE TO ITS REPURPOSING AND THE MANAGEMENT OF THE CENTRAL NATIONAL BANK CENTER BY GLOBAL SPECTRUM L.P.; AND AMENDING TITLE 6, ENTITLED "PARKING REGULATIONS", REPEALING SECTION 6-6-15 ENTITLED "CHEROKEE STRIP CONFERENCE CENTER; PARKING PERMIT" DUE TO THE DEMOLITION OF THE BUILDING' PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

2. CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 10, ENTITLED "PLANNING AND DEVELOPMENT" CHAPTER 4, ENTITLED "CAPITAL IMPROVEMENT AND RECOVERY" AMENDING SECTION 10-4-2 ENTITLED "DEFINITIONS" TO MODIFY THE DEFINITIONS USED AND PROVIDE DEFINITIONS FOR "ADT" "ALLOWABLE COST" AND "INDEX"; AMENDING SECTION 10-4-3 ENTITLED "CAPITAL IMPROVEMENT REQUIREMENTS" TO CLARIFY LANGUAGE; AMENDING SECTION 10-4-4 ENTITLED "CAPITAL RECOVERY FOR PUBLIC IMPROVEMENTS" TO PROVIDE STANDARDIZED PROCEDURES FOR ALL CAPITAL RECOVERY PROJECTS, INFLATION MULTIPLIER OF FOUR PERCENT; TWENTY YEAR TERM LENGTH; AMENDING SECTION 10-4-5 ENTITLED "SPECIAL CONDITIONS FOR SANITARY SEWER IMPROVEMENTS" TO SET OUT SPECIFIC REQUIREMENTS FOR SANITARY SEWER IMPROVEMENTS; AMENDING SECTION 10-4-6 ENTITLED "SPECIAL CONDITIONS FOR STORMWATER IMPROVEMENTS" TO SET OUT SPECIFIC REQUIREMENTS FOR STORMWATER IMPROVEMENTS; AMENDING SECTION 10-4-7 ENTITLED "SPECIAL CONDITIONS FOR WATER IMPROVEMENTS" TO SET OUT SPECIFIC REQUIREMENTS FOR WATER"; CREATING SECTION 10-4-8 "SPECIAL CONDITIONS FOR TRANSPORTATION" TO SET OUT SPECIFIC REQUIREMENTS FOR ROAD AND SIGNAL IMPROVEMENTS PROJECTS; CREATING SECTION 10-4-9 ENTITLED 'CITY AS DEVELOPER" TO PROVIDE FOR CITY INITIATED IMPROVEMENTS; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, CODIFICATION, AND DECLARING AN EMERGENCY.

3. CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 4, ENTITLED "HEALTH AND SANITATION" , CHAPTER 3, ENTITLED "LITTER; HANDBILLS", AMENDING SECTION 4-3-2 ENTITLED "OWNER TO MAINTAIN PREMISES FREE OF LITTER" TO PROVIDE PENALTIES; AND CHAPTER 4, ENTITLED "NUISANCE" SECTION 4-4-2 ENTITLED "UNLAWFUL TO MAINTAIN NUISANCE" TO PROVIDE PENALTIES; AND CHAPTER 6, ENTITLED INOPERABLE VEHICLES" SECTION 4-6-8 ENTITLED "FAILURE TO REMOVE" TO PROVIDE PENALTIES; AND TITLE 7, ENTITLED "PUBLIC WAYS & PROPERTY", CHAPTER 7, ENTITLED "TREES" AMENDING SECTION 7-7-2 ENTITLED "REMOVAL OF DEAD OR DISEASED TREES; TRIMMING TREES" TO PROVIDE PENALTIES; TITLE 8, ENTITLED "UTILITIES", CHAPTER 4, ENTITLED "SOLID WASTE" AMENDING SECTION 8-4-7 ENTITLED "STORING TRASH" TO PROVIDE PENALTIES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

4. **CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 1, ENTITLED "ADMINISTRATION", CHAPTER 11, ENTITLED "MUNICIPAL COURT", AMENDING SECTION 1-11-8 ENTITLED "COSTS AND FEES" TO PROVIDE FOR THE IMPOSITION OF MANDATORY STATE COURT FEES PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**
5. **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 ADM MILLING 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.**
9. **CONSENT.**
 1. **ACCEPT PROJECT WITH DOWNEY CONSTRUCTION, OKLAHOMA CITY, OKLAHOMA, FOR CONSTRUCTION OF THE 411 W. CHESTNUT DRAINAGE IMPROVEMENT, PROJECT NO. F-1205A.**
 2. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,639,509.58.**
10. **RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.**
11. **TRUSTEES OF THE ENID MUNICIPAL AUTHORITY REGULAR MEETING.**
12. **ENID MUNICIPAL AUTHORITY REGULAR MEETING.**
 1. **AWARD AND EXECUTE THE PURCHASE OF A BALER FROM J.V. MANUFACTURING, INC, SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$59,281.75 AND THE PURCHASE OF A BALER FROM MARATHON EQUIPMENT, VERNON, ALABAMA IN THE AMOUNT OF \$9,800.00.**
 2. **CONSIDER A LEASE AGREEMENT WITH CATERPILLAR FINANCIAL SERVICES CORPORATION FOR A 623K CATERPILLAR SCRAPER, IN THE AMOUNT OF \$180,000.00.**
 3. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$73,055.98.**
13. **ADJOURN TO CONVENE AS THE ENID ECONOMIC DEVELOPMENT AUTHORITY.**
14. **TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR MEETING.**
15. **ENID ECONOMIC DEVELOPMENT AUTHORITY REGULAR 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 ADM MILLING 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 \$137,500.00.**
16. **ADJOURN TO CONVENE AS THE ENID PUBLIC TRANSPORTATION AUTHORITY.**
17. **TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.**
18. **ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.**
1. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,800.15.**
19. **ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.**
20. **PUBLIC COMMENTS.**
21. **CONSIDER CONVENING INTO EXECUTIVE SESSION TO DISCUSS PENDING COMPLAINTS CONCERNING WORKING CONDITIONS WITHIN THE PUBLIC WORKS DEPARTMENT; AND RECONVENE INTO REGULAR SESSION TO TAKE ANY ACTION AS IS DEEMED APPROPRIATE AND NECESSARY.**
22. **ADJOURN.**

City Commission Meeting

4.

Meeting Date: 09/19/2017

SUBJECT:

CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF SEPTEMBER 7, 2017.

Attachments

Minutes

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 7TH DAY OF SEPTEMBER 2017

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 7th day of September 2017, 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, 2016 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 6th day of September 2017.

-MAYOR AND BOARD OF COMMISSIONERS-

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

PRESENT: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

ABSENT: None.

Staff present were City Manager Jerald Gilbert, Interim City Attorney Carol Lahman, City Clerk Alissa Lack, Chief Financial Officer Erin Crawford, Director of Engineering Services Christopher Gdanski, Planning Administrator Chris Bauer, Fire Chief Joe Jackson, Human Resources Director Sonya Key, and Ex-Officio Member Colonel Lee Gentile.

Pastor Damond Burpo from Driftwood Fellowship Church gave the Invocation, and Ms. Erin Crawford led the Flag Salute.

Motion was made by Commissioner Ezzell and seconded by Commissioner Pankonin to approve the minutes of the regular Commission meeting of August 15, 2017 and the special Commission meeting of August 30, 2017, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

Animal Control Officer Jerad Free presented “Cindy,” a nine-month to one-year old female Shepherd mix available for adoption at the Enid Animal Shelter.

A Proclamation was read and presented proclaiming September 9, 2017 as “4R Kids Foundation Walk 4R Kids Day.”

A Proclamation was read and presented proclaiming September 7, 2017 as “Rotary Club of Enid, Oklahoma Day.”

Motion was made by Commissioner Ezzell to adopt an ordinance amending the Enid Municipal Code, 2014, Title 3 entitled “Business and Licenses,” Chapter 3, entitled “ Food Service Establishments,” Section 3-3-12, entitled “Mobile Food Vendors”; to provide for multiple locations; to include sales tax exemptions for farm products when sold where grown; to shorten and simplify the application process; and to limit background checks to mobile food vendors that canvas residential areas catering to children and to reduce the distance restrictions from 150 feet to 100 feet; and to adopt Section 3-3-13, entitled “Seasonal Food Establishments” which includes prior regulations for snow cone and fruit and vegetable

stands; to include sales tax exceptions for farm products when sold where grown; to shorten and simplify the application process; to allow seating to be approved for seasonal food establishments by the program administrator, providing for repealer, savings clause, severability and codification.

Commissioner Wilson noted that the purpose of the ordinance was to make the process easier.

Motion was seconded by Commissioner Wilson, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

ORDINANCE NO. 2017-17

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 3, ENTITLED "BUSINESS AND LICENSES," CHAPTER 3, ENTITLED "FOOD SERVICE ESTABLISHMENTS," SECTION 3-3-12, ENTITLED "MOBILE FOOD VENDORS"; TO PROVIDE FOR MULTIPLE LOCATIONS; TO INCLUDE SALES TAX EXEMPTIONS FOR FARM PRODUCTS WHEN SOLD WHERE GROWN; TO SHORTEN AND SIMPLIFY THE APPLICATION PROCESS; AND TO LIMIT BACKGROUND CHECKS TO MOBILE FOOD VENDORS THAT CANVAS RESIDENTIAL AREAS CATERING TO CHILDREN AND TO REDUCE THE DISTANCE RESTRICTIONS FROM 150 FEET TO 100 FEET; AND TO ADOPT SECTION 3-3-13, ENTITLED "SEASONAL FOOD ESTABLISHMENTS" WHICH INCLUDES PRIOR REGULATIONS FOR SNOW CONE AND FRUIT AND VEGTABLE STANDS; TO INCLUDE SALES TAX EXEMPTIONS FOR FARM PRODUCTS WHEN SOLD WHERE GROWN; TO SHORTEN AND SIMPLIFY THE APPLICATION PROCESS; TO ALLOW SEATING TO BE APPROVED FOR SEASONAL FOOD ESTABLISHMENTS BY THE CODE ADMINISTRATOR, PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

Community Development Block Grant (CDBG) Coordinator Stephanie Carr spoke regarding the selection and award of the 2017 CDBG After School Program Funding to a local organization to administer the after school youth program for the City of Enid, in the amount of \$59,122.00, and provided of brief presentation of scorings. She noted that Zoe Kids' Café had ranked number one, Making A Difference scored number two, and Booker T. Washington was scored at number three. She reviewed comments made by the scorers that were noted on the score sheets regarding the organizations. It was also noted that four out of seven Commissioners had scored and turned in score sheets.

In response to Commissioner Norwood's question regarding the purpose of funding from a HUD perspective, Ms. Carr explained that all three programs qualified for CDBG funding and all serve different areas. She likened the decision to picking a favorite child. She explained that it was a tough decision to make. Commissioners had to look at the program and the application, and make a decision from there.

Motion was made by Commissioner Norwood that all funding be evenly distributed to each program.

He explained that if one or two were chosen, someone would be left out. He also expressed the sentiment that he could not say no to the children, no matter what administration does. That is why the decision had been made to bring this money back. He explained that it should be evenly distributed, see what each group could do with the funds, and if by the next year, they couldn't produce then they would be out of consideration. He expressed the opinion that everyone should have a fair start.

Commissioner Ezzell asked for clarification regarding what was allowed for and what funding could be provided for.

It was noted that program funding could be given to grow the program. Ms. Carr explained that it had to be a quantifiable increase in service.

The concern that Commissioner Ezzell expressed that he had with this was that if a program was given funding, and given the opportunity to grow that, but in order to be considered the next year, they would have to grow over and above what they did in the first baseline year. He explained that part of the problem that he had with this was that, if it was split three ways, they were setting up none of them to be able to make quantifiable, sustainable growth. He explained that he did not want to be in the position of funding a currently struggling organization to serve the same numbers, and he also didn't want to be in a position to set anyone up to fail.

Ms. Carr explained that standards could be set before the contract is signed.

A discussion was held at length regarding how to determine the best use of the funds.

Mr. Clifford Porter spoke on behalf of Booker T. Washington Community Center, and expressed gratitude for the Commissioners who took the time to make site visits. He explained that Booker T. Washington took kids that nobody else would take, and would work with them. The goal was to keep kids off the streets and to provide education programs. He noted that there were multiple generations that have come through the organization and have gone on to be successful. He provided a brief history of the accomplishments of the organization, and noted that they had done the best that they could with CDBG dollars that they had received.

Mr. Justin Simmons and Ms. Kelli Osburn, spoke on behalf of Making A Difference.

Ms. Osburn noted the hundreds of hours put in by five staff and of free time donated to their program. She explained that they could serve a lot of kids and could reach a lot of teens that don't fit in elsewhere. She also noted that an after school program that started five years ago with six kids had now grown to thirty-five. She explained that the difference in cost per child compared to other programs included activities to keep the kids engaged and give them a reason to come every week, in an effort to grow the program.

Mr. Simmons noted that some of the initial costs were due to the current after school program not starting until 6 P.M. at night, doing the activities that they are doing. He explained that there was a lot of equipment and other expenses that would be first year costs, and not costs that would be there every year.

Ms. Esterlene Sanders, 901 East Park, spoke at length in support of the Booker T. Washington Community Center.

Motion was restated by Commissioner Norwood to give equal distribution to all three of the after school programs, with the CDBG funding that is available.

Motion was seconded by Commissioner Janzen, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Wilson, Pankonin and Mayor Shewey.

NAY: Commissioners Ezzell and Waddell.

In response to Ms. Carr's question regarding how the Commission would like the funds split, Mr. Gilbert noted that they would divide the \$59,122.00 by three, divided evenly.

Motion was made by Commissioner Wilson and seconded by Commissioner Ezzell to approve a resolution supporting continued participation in Main Street Programs, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

City Engineer Robert Hitt spoke regarding a request for inset parking at the park area along Stoneridge Lane and at the community building along Northridge Lane, in Forestridge First Addition, Blocks 1-4, explaining that when inset parking is desired in a residential area, it requires commission approval. It was noted that it had gone before the Metropolitan Area Planning Commission (MAPC), and was recommended for approval. This request was for use in the Forestridge Development, which was a subdivision being developed by Valley View, which was an existing subdivision off of Highway 412 and 30th Street. This subdivision was developing a park area and community area, and requesting inset parking to serve those areas. A brief presentation was made illustrated the proposed site.

Following brief discussion, motion was made by Commissioner Janzen for approval of said inset parking request.

Motion was seconded by Commissioner Ezell and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

Chief Financial Officer Erin Crawford spoke regarding two 5339 grant funds awards for buses that the Enid Public Transportation Authority (EPTA) had been notified of. She was requesting to purchase three buses that they would grant match on those, and in order to do that additional funds in the

amount of \$22,282.00 would need to be transferred out of the General Fund. The General Fund budget would not need to be increased, money would be repurposed with General Fund. Authorization was needed to transfer funds to the EPTA, so that the purchase could be made.

Motion was approved by Commissioner Janzen and seconded by Commissioner Waddell to approve a resolution authorizing a General Fund transfer of \$22,282.00 to the Enid Public Transportation Authority, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

Motion was made by Commissioner Janzen and seconded by Commissioner Wilson to approve a professional services agreement with Mr. Mike Cooper, for Military Liaison Consulting Services, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

Fire Chief Joe Jackson spoke regarding an agreement between the City of Enid and the International Association of Fire Fighters (IAFF). He encouraged approval of the agreement between the fire fighters' union and the City of Enid. With the cooperation of union leadership and under the direction of City Manager Jerald Gilbert, he felt that there was a finished product that would be beneficial both to the City of Enid and to the Fire Department. He noted that the biggest change that was made was a revision to the pay plan that rewarded over fifty percent of the department. Over the last three years, fifty percent of personnel were topped out on the pay plan, but an additional step was added to the pay plan. This would provide an additional step, for those who had topped out, to move to.

Motion was made by Commissioner Wilson to approve a Collective Bargaining Agreement between the City of Enid and the International Association of Fire Fighters (IAFF) .

Motion was seconded by Commissioner Janzen, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

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

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

- (1) Approval of contract award for the Vance Air Force Base Joint Land Use Study (JULS), to the best qualified firm to deliver the required services, Matrix Design Group, Phoenix, Arizona, in the amount of \$201,010.00; and authorized the Mayor to execute all contract documents;
- (2) Acceptance of the following described Utility Easement and Highway Dedication Deed located at the northeast corner of U.S. Highway 412 and 42nd Street, from Love's Hospitality, LLC, an Oklahoma Liability Company, for the Microtel Inn and Suites site plan approval, at no cost to the City;

(Copy Description)

- (3) Acceptance of the following described Drainage Easement, Public Utility Easement, and two (2) Highway Dedication Deeds located at the northwest corner of U.S. Highway 412 and 42nd Street, from Love's Travel Stops & Country Stores, Inc., an Oklahoma Corporation, as part of the site development of Love's Travel Stops & Country Store at 4104 East Randolph Avenue, at no cost to the City;

(Copy Description)

- (4) Acceptance of work in Sanitary Sewer (Project S-1505), Road (Project R-1508), and Water (Project W-1506) Improvement Projects to serve Love's Travel Stop, as completed by the developer;
- (5) Acceptance of the following described Public Access Easement located in Lot 1, Block 8, Wilderness Cove 2nd Addition, from STK Financials, LLC, an Oklahoma Limited Liability Company, to allow for the construction of the required sidewalk within the Wilderness Cove 2nd Addition Subdivision, at no cost to the City;

(Copy Description)

- (6) Acceptance of work in Project F-1708A, Box Culvert Replacement of East Chestnut Avenue, West of 66th Street, as completed by the contractor, Rick Lorenz Construction Inc, Enid, Oklahoma;

- (7) Acceptance of work in Project S-1609A, 2016 Sanitary Sewer Point Repair Program, as completed by the contractor, Luckinbill, Inc., Enid, Oklahoma;
- (8) Acceptance of work in Project F-1603C, West Oakwood Detention Facility, as completed by the contractor, Mies Construction, Inc., Wichita, Kansas;
- (9) Approval of Change Order No. 1 with Luckinbill, Inc. for Project No. S-1508A, Oakwood Road Sanitary Sewer Relief Line, which will add four water wells required to de-water the excavation site and adjust for final quantities delivered in the amount of \$48,029.00, for a total revised contract amount of \$461,890.00; and acceptance of work in said project, as completed by the contractor;
- (10) Allowance of the following claims for payment as listed:

(List Claims)

Chairman Shewey adjourned the meeting to convene as the Enid Municipal Authority.

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

PRESENT: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin, Chairman Shewey, Trust Manager Jerald Gilbert, Interim Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: None.

Motion was made by Commissioner Wilson and seconded by Commissioner Waddell for approval of purchase of one 310SL Backhoe Loader from Yellowhouse Machinery Company, Enid, Oklahoma, for the Public Utilities Division, in the amount of \$99,707.20.

Following brief discussion, the vote was as follows:

AYE: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Chairman Shewey.

NAY: None.

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

AYE: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Chairman Shewey.

NAY: None.

(List Claims)

Chairman Shewey adjourned the meeting to convene as the Enid Economic Development Authority.

- TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY -

PRESENT: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin, Chairman Shewey, General Manager Jerald Gilbert, Interim Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: None.

City Manager Jerald Gilbert expressed appreciation that the developer was present at the meeting, and introduced Dr. Atul Patel to commissioners. He noted that the City was very excited to have the final plans.

Dr. Patel explained that now that the final plans were done, all of the renderings and elevations were available. He further explained that being from Enid, moving to Alva, and then to Edmond, he was very familiar with this area. He made a brief presentation illustrating the plans for the Downtown hotel.

Commissioner Ezzell expressed appreciation for Dr. Patel's group with Main Street and the Main Street Design Committee, and considering recommendations. He also expressed appreciation that Dr. Patel had made concessions to ensure that the hotel would fit in better with Downtown.

In response to Commissioner Norwood's question regarding the use of local contractors, Dr. Patel introduced his construction coordinator **Mike**, who explained that many of their contractors were already

in line, but that they would be looking for local help. He noted that he would be providing a list to the City regarding the types of trades that they would be looking for. Most of the contractors that they used were skilled specifically in the hotel trades, but they would be hiring some local people and taking quotes from people. They would also be buying materials locally. He explained that they would like to buy as many materials as they could locally, to keep the sales tax dollars here.

Motion was made by Commissioner Wilson to approve final plans and specifications for the Downtown hotel per the Master Development Agreement.

A brief discussion was held regarding the time frame expected for the beginning of construction.

Motion was seconded by Commissioner Ezzell, and the vote was as follows:

AYE: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Chairman Shewey.

NAY: None.

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

AYE: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Chairman Shewey.

NAY: None.

(List Claims)

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

- TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY –

PRESENT: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin, Chairman Shewey, General Manager Jerald Gilbert, Interim Trust Attorney Carol Lahman and Secretary Alissa Lack.

ABSENT: None.

Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to approve a resolution increasing the 2017-2018 Fiscal Financial Plan for the Enid Public Transportation Authority (EPTA), for purchase of three vehicles under 5339(A) and 5339(B) grant agreements, in the amount of \$158,369.00, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

Motion was made by Commissioner Ezzell and seconded by Commissioner Norwood to approve the purchase of three 24' mini buses from Creative Bus Sales, Inc., Irving, Texas, in the amount of \$189,204.00, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to approve a resolution authorizing the acceptance of the agreement between the Oklahoma Department of Transportation, Transit Programs Division and the Enid Public Transportation Authority, for a grant under 49 U.S.C. Section 5311, Non-Urbanized Area Formula Program, and the vote was as follows:

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

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

AYE: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Chairman Shewey.

NAY: None.

(List Claims)

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

- MAYOR AND BOARD OF COMMISSIONERS -

Ms. Diane Levesque, 1324 West Oak Avenue, addressed commissioners. She expressed concern regarding Code Compliance, flooding issues in the area of Polk and West Oak, and Solid Waste issues. She also spoke regarding the earlier discussion regarding the CDBG grant, and investing in the community.

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

AYE: Commissioners Janzen, Norwood, Ezzell, Waddell, Wilson, Pankonin and Mayor Shewey.

NAY: None.

The meeting adjourned at 7:54 P.M.

City Commission Meeting

8.1.

Meeting Date: 09/19/2017

Submitted By: Korina Crawford, Executive Assistant

SUBJECT:

CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FEE SCHEDULE" ENTITLED "ARTICLE C" CITY SERVICES AND FACILITIES", REPEALING SECTION 2-6C-5 ENTITLED "CHEROKEE STRIP" CONFERENCE CENTER" DUE TO THE DEMOLITION OF THE BUILDING' AND REPEALING SECTION 2-6C-6 ENTITLED "CONVENTION HALL" DUE TO ITS REPURPOSING AND THE MANAGEMENT OF THE CENTRAL NATIONAL BANK CENTER BY GLOBAL SPECTRUM L.P.; AND AMENDING TITLE 6, ENTITLED "PARKING REGULATIONS", REPEALING SECTION 6-6-15 ENTITLED "CHEROKEE STRIP CONFERENCE CENTER; PARKING PERMIT" DUE TO THE DEMOLITION OF THE BUILDING' PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

BACKGROUND:

After the demolition of the Cherokee Strip Conference Center and with Global Spectrum L.P. managing the Central National Bank Center, these sections of the Enid Municipal Code, 2014 are no longer necessary.

This Ordinance repeals these out dated sections.

RECOMMENDATION:

Approve ordinance.

PRESENTER:

Carol Lahman, Interim City Attorney

Attachments

Cherokee Strip Ordinance

ORDINANCE NO. 2017-____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FINANCE AND TAXATION", CHAPTER 6, ENTITLED "FEE SCHEDULE", ENTITLED "ARTICLE C. CITY SERVICES AND FACILITIES", REPEALING SECTION 2-6C-5 ENTITLED "CHEROKEE STRIP CONFERENCE CENTER" DUE TO THE DEMOLITION OF THE BUILDING; AND REPEALING SECTION 2-6C-6 ENTITLED "CONVENTION HALL" DUE TO ITS REPURPOSING AND THE MANAGEMENT OF THE CENTRAL NATIONAL BANK CENTER BY GLOBAL SPECTRUM L.P.; AND AMENDING TITLE 6, ENTITLED "MOTOR VEHICLES AND TRAFFIC", CHAPTER 6, ENTITLED "PARKING REGULATIONS", REPEALING SECTION 6-6-15 ENTITLED "CHEROKEE STRIP CONFERENCE CENTER; PARKING PERMIT" DUE TO THE DEMOLITION OF THE BUILDING; 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 2, Chapter 6, Article C, Section 2-6C-5 "Cherokee Strip Conference Center " and Section 2-6C-6 "Convention Hall" of the Enid Municipal Code, 2014, are hereby repealed in its entirety.

Section II: That Title 6, Chapter 6, Section 6-6-15 " Cherokee Strip Conference Center; Parking Permit" of the Enid Municipal Code, 2014, is hereby repealed in its entirety.

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. The repeal of these sections shall be codified as reserved sections in the applicable titles of the Enid Municipal Code 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this __ day of September, 2017.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

Approved as to Form and Legality:

Carol Lahman, Interim City Attorney

Meeting Date: 09/19/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 10, ENTITLED "PLANNING AND DEVELOPMENT" CHAPTER 4, ENTITLED "CAPITAL IMPROVEMENT AND RECOVERY" AMENDING SECTION 10-4-2 ENTITLED "DEFINITIONS" TO MODIFY THE DEFINITIONS USED AND PROVIDE DEFINITIONS FOR "ADT" "ALLOWABLE COST" AND "INDEX"; AMENDING SECTION 10-4-3 ENTITLED "CAPITAL IMPROVEMENT REQUIREMENTS" TO CLARIFY LANGUAGE; AMENDING SECTION 10-4-4 ENTITLED "CAPITAL RECOVERY FOR PUBLIC IMPROVEMENTS" TO PROVIDE STANDARDIZED PROCEDURES FOR ALL CAPITAL RECOVERY PROJECTS, INFLATION MULTIPLIER OF FOUR PERCENT; TWENTY YEAR TERM LENGTH; AMENDING SECTION 10-4-5 ENTITLED "SPECIAL CONDITIONS FOR SANITARY SEWER IMPROVEMENTS" TO SET OUT SPECIFIC REQUIREMENTS FOR SANITARY SEWER IMPROVEMENTS; AMENDING SECTION 10-4-6 ENTITLED "SPECIAL CONDITIONS FOR STORMWATER IMPROVEMENTS" TO SET OUT SPECIFIC REQUIREMENTS FOR STORMWATER IMPROVEMENTS; AMENDING SECTION 10-4-7 ENTITLED "SPECIAL CONDITIONS FOR WATER IMPROVEMENTS" TO SET OUT SPECIFIC REQUIREMENTS FOR WATER"; CREATING SECTION 10-4-8 "SPECIAL CONDITIONS FOR TRANSPORTATION" TO SET OUT SPECIFIC REQUIREMENTS FOR ROAD AND SIGNAL IMPROVEMENTS PROJECTS; CREATING SECTION 10-4-9 ENTITLED 'CITY AS DEVELOPER' TO PROVIDE FOR CITY INITIATED IMPROVEMENTS; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, CODIFICATION, AND DECLARING AN EMERGENCY.

BACKGROUND:

The Capital Recovery Ordinance was originally developed to cover sanitary sewer and stormwater channel improvements. In December 2010, the ordinance was amended to add water system improvements to the list of approved projects for capitol recovery. This ordinance is presented to condense the standard provisions of all types of improvements into one section, to separate the special provision for each type of improvement into a separate section, to add transportation improvements and to enhance the method for proportioning the cost of water system improvements.

The changes in the ordinance were presented at two meetings with developers. Their recommendations of changing the inflation rate form 3% to 4%, using a 20-year term of recovery and keeping MAPC in the review process have been included.

This ordinance allows for a developer to construct a sanitary sewer, water line, stormwater system or road system that provides capacity for future uses other than the developers use, with a method of recovery for a portion of the cost of the excess capacity. Future users of the improvements will pay for their proportional share of the improvement cost at the time of use. The City of Enid will collect fees from future users at the time of permitting to connect or use the improvement. The City of Enid will retain 5% of fees collected for administrative costs and return 95% of fees connected to the development for a term not exceeding 20 years from the date of acceptance of the work.

An emergency clause requires a separate vote on the emergency providing that it is necessary to allow the ordinance to go into effect upon publication. This is necessary to allow transportation projects under construction to have the possibility of capital recovery. The emergency requires 6 affirmative votes for passage.

RECOMMENDATION:

Approve ordinance with emergency.

PRESENTER:

Robert Hitt, P.E., City Engineer

Attachments

Ordinance

ORDINANCE NO. 2017-_____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 10, ENTITLED “PLANNING AND DEVELOPMENT” CHAPTER 4, ENTITLED “CAPITAL IMPROVEMENT AND RECOVERY” AMENDING SECTION 10-4-2 ENTITLED “DEFINITIONS” TO MODIFY THE DEFINITIONS USED AND PROVIDE DEFINITIONS FOR “ADT” “ALLOWABLE COST” AND “INDEX”; AMENDING SECTION 10-4-3 ENTITLED “CAPITAL IMPROVEMENT REQUIREMENTS” TO CLARIFY LANGUAGE; AMENDING SECTION 10-4-4 ENTITLED “CAPITAL RECOVERY FOR PUBLIC IMPROVEMENTS” TO PROVIDE STANDARDIZED PROCEDURES FOR ALL CAPITAL RECOVERY PROJECTS, INFLATION MULTIPLIER OF FOUR PERCENT; TWENTY YEAR TERM LENGTH; AMENDING SECTION 10-4-5 ENTITLED “SPECIAL CONDITIONS FOR SANITARY SEWER IMPROVEMENTS” TO SET OUT SPECIFIC REQUIREMENTS FOR SANITARY SEWER IMPROVEMENTS; AMENDING SECTION 10-4-6 ENTITLED “SPECIAL CONDITIONS FOR STORMWATER IMPROVEMENTS” TO SET OUT SPECIFIC REQUIREMENTS FOR STORMWATER IMPROVEMENTS; AMENDING SECTION 10-4-7 ENTITLED “SPECIAL CONDITIONS FOR WATER IMPROVEMENTS” TO SET OUT SPECIFIC REQUIREMENTS FOR WATER”; CREATING SECTION 10-4-8 “SPECIAL CONDITIONS FOR TRANSPORTATION” TO SET OUT SPECIFIC REQUIREMENTS FOR ROAD AND SIGNAL IMPROVEMENTS PROJECTS; CREATING SECTION 10-4-9 ENTITLED ‘CITY AS DEVELOPER” TO PROVIDE FOR CITY INITIATED IMPROVEMENTS; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, CODIFICATION, AND EMERGENCY.

ORDINANCE

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

Section I: That Title 10 Chapter 4, of the Enid Municipal Code of 2014 is hereby amended as follows:

10-4-1: PURPOSE:

The purpose of this chapter is to encourage uniform and comprehensive improvement of the city's public infrastructure systems; to provide for the equitable distribution of costs of these improvements; and to protect the general health, safety, and welfare of the residents of the city. (Ord. 2010-14, 12-14-2010)

10-4-2: DEFINITIONS:

As used in this chapter, the following terms shall have the meanings indicated:

ADT: The average daily traffic count for a street based upon the twenty-four hour volume over a specified number of days.

ALLOWABLE COST: the cost of a capital recovery public improvement including the cost of the construction, inspection fees, easements and rights of way acquisition (at or below ~~not to exceed~~ appraised value), advertising and recording, and engineering fees capped at seven percent (7%) of the bid construction amount. for a qualified project.

ALLOWABLE RECOVERY COST (ARC): The amount, in dollars, of money subject to collection based on an ~~excess~~ increased capacity improvement project.

APPRAISED VALUE: The value of real property as determined by an independent appraiser who is certified by the state of Oklahoma.

AREA OF IMPACT (AI): The area that receives a benefit from the installation of the improvement.

BUA: The undeveloped area in a particular ~~drainage basin~~ area of impact in acres.

C factor: The coefficient of stormwater runoff as established in the city of Enid's Chart of Land Uses versus the average slope of the drainage area.

CFS (cfs): Cubic feet per second.

CAPITAL IMPROVEMENT: An improvement of the public infrastructure with a value of fifty thousand dollars (\$50,000.00) or more.

CONNECTION: The tapping into a public utility line, or physical work that allows a capital improvement to be used ~~and will permit the usage of the capital improvement.~~

DEVELOPER: The person, company, or firm that is making the capital improvement to service a development site. The city of Enid and its trusts may be considered the developer when it is the referenced entity making the improvement. ~~In the case where a public entity makes the improvement and there is no identified development site, all of the improvement cost shall be considered for recovery.~~

DEVELOPMENT: The act of improving property by subdividing, site planning, construction on lot, or building permitting.

DEVELOPMENT SITE: The subdivision area, site plan area, building site, or tract of land on which the development occurs. ~~that will directly benefit from the capital improvement.~~

DRAINAGE AREA: The area of land that stormwater would drains to or through at a specified point. ~~a capital improvement.~~

DRAINAGE SUBBASIN: An area within a drainage area to which drainage would contribute to a submain of a sewer.

~~EXCESS CAPACITY WATER LINE: Water lines that are ten inches (10") or larger diameter and have the capacity to serve users beyond the development site.~~

FLOW CAPACITY: The flow rate of water that a channel will transfer within its banks or the design capacity of an utility line or a transportation system.

FLOW Q (Q): Volume over time calculated in cubic feet per second for water.

FULLY DEVELOPED: A condition where the acreage within the associated ~~drainage basin~~ area of impact (IA) is considered to have been altered from its natural state to a state use that is consistent with the use identified in the most recent version of the city of Enid comprehensive plan.

GPD (gpd): Gallons per day.

IMPROVEMENT: The construction of public infrastructure that ~~project that the developer created to~~ connects an area where city water, sewer, transportation and/or stormwater drainage systems ~~was or were~~ previously unavailable or a developer's upgrade to the existing systems..

IMPROVEMENT COST: The actual cost of construction of the required capital improvement including any approved change orders based upon bidding in compliance with the Oklahoma Public Competitive Bidding Act including noncollusion standards, the cost of easements and rights of way at or below ~~not to exceed~~ the appraised values, the cost of advertising and recording, the cost of inspection by the city of Enid, and the cost of engineering as provided in this chapter.

INDEX Number (I): The variable used to calculate the increase capacity fee for stormwater post-developments where a drainage report is not used. "I" is based on the "C" factor at 1% slope in the graph provided in section 10-4-(6)(2), representing the percent of impervious surface of a lot or tract divided by 0.7.

EXCESS INCREASED CAPACITY: Capacity of a capital improvement project beyond the capacity required for the development site providing the improvement.

~~EXCESS INCREASED CAPACITY AGREEMENT:~~ The contract between the city of Enid, or ~~authority,~~ and the "developer", ~~as herein defined,~~ concerning the construction, operation, and maintenance of an ~~excess~~ increase capacity capital improvement system, and payment of ~~excess~~ increase capacity fees.

EXCESS INCREASED CAPACITY FEE (ICF): The amount of money to be paid by the post-improvement developer for use of his proportionate share of the increased ~~excess~~ capacity of an improvement constructed under Section 10-4-4. The fee is paid to the city of Enid, for the user's benefit of increased ~~excess~~ capacity of the improvement. Such fee shall be based upon the cost of providing the increased ~~excess~~ capacity.

LATERAL SEWER: A gathering sewer main of eight inches (8") in diameter or more and which function is to convey sewage from user service lines to the submain or main sewer.

MAIN DRAINAGE CHANNELS: Those channels identified by FEMA, stormwater master plan, or

~~and those channels~~ otherwise designated in this chapter.

100-YEAR STORM EVENT: A rain event that has a one percent (1%) chance of occurring in any year.

PEAK HOURLY WASTEWATER FLOW RATE: The maximum flow rate sustained for one hour during a twenty four (24) hour period.

PEAK STORMWATER DISCHARGE: The maximum flow rate that a particular development will discharge based upon a 100-year storm event, as determined by the engineer's drainage report approved by the city of Enid.

POST-IMPROVEMENT DEVELOPMENT: After the capital recovery, increased capacity improvement is in place, any development that occurs in an area of impact or any development that receives direct benefit from an increased capacity improvement.

PROJECTED TOTAL BASIN IMPACT: The total increase in the peak flow or use of infrastructure compared to the full development condition. For stormwater it is the peak ~~stormwater~~ discharge of a basin from its existing condition prior to the stormwater ~~main channel~~ improvement compared to the full development condition.

SERVICE LINE: That portion of a water or sanitary sewer line extending from the public utility line or water meter to serve the customer.

SEWER CAPACITY: The quantity of sewage that can be conveyed through a given sewer flowing at its design peak level.

SEWER MAIN: A sewer whose function is to convey sewage gathered from a number of lateral sewers or submain sewers to a trunk line or treatment plant.

SEWER SUBMAIN: Any sewer whose function is to convey sewage from lateral sewers to a sewer main.

STORMWATER: Rain runoff, ~~Stormwater runoff~~, snowmelt runoff, surface runoff, street wash waters related to street cleaning and maintenance, infiltration (other than infiltration contaminated by seepage from sanitary sewers or other discharges) and drainage.

STORMWATER CHANNELS: All natural and manmade structures, which convey surface flood runoff water within the jurisdictional boundaries of the city of Enid.

WATER LINE: All water mains, valves, hydrants, ~~and public service lines and connections~~ which are laid, placed, or constructed in a public street, alley or easement and form a part of the water system of the city.

WATER MAIN CAPACITY: The quantity of water that can be conveyed through a water main, flowing at its designed peak level. (Ord. 2010-14, 12-14-2010)

10-4-3: CAPITAL IMPROVEMENT REQUIREMENTS:

The purpose of this section is to identify capital improvements required to be provided by developers ~~to support the efficient and effective growth and development of the city of Enid, limit financial impact on the city of Enid and establish development responsibility to provide capital improvements.~~

A. Water System:

1. New development sites shall extend the public water system across the length of the subdivision or developed site.

2. Water system improvements shall comply with section 8-2-14 of this code and the City of Enid Engineering Design Standards.

B. Sanitary Sewer System:

1. New development sites shall extend the public sanitary sewer system to the site and to a point ten feet within all lots within the new development.

2. Sanitary sewers shall comply with City of Enid Engineering design standards and shall be constructed to the size requirement specified in the City of Enid Sanitary Sewer Master Plan, but not less than the capacity required for the development site.

C. Stormwater System:

1. New development shall provide improvement of the public stormwater system to transport stormwater through the development site in accordance with title 12 "Subdivisions", of this code.

2. New development shall mitigate the impact from the development site by improving the downstream drainage ways to comply with title 12, "~~Subdivisions~~", of this code, or ~~include~~ provide an improvement ~~plan~~ to mitigate the impact by on site detention or other acceptable means. The mitigation shall cover the impact from the development site to the main drainage channel as defined in the city of Enid stormwater master plan.

D. Transportation System:

1. New development shall provide ~~that~~ public roads within the development ~~that must be~~ are in compliance with title 12, "~~Subdivisions~~", of this code.

2. Subdivision development on arterial streets shall provide acceleration and deceleration lanes, per title 12 of this code

3. Development, under title 11, chapter 11, of this code, shall provide public infrastructure improvements as required by the site plan process to provide for adequate and safe vehicular access to adjacent streets.

E. Sidewalks:

New development and redevelopment shall provide sidewalks in accordance with section 10-6-1 of this title and section 12-8-7 of this code.

F. Fire Protection System:

New development and redevelopment shall provide fire hydrants in accordance with the international fire code as adopted by the city. (Ord. 2014-37, 11-18-2014)

10-4-4: CAPITAL RECOVERY FOR ~~WATER~~ PUBLIC IMPROVEMENTS:

A. Approval of ~~Excess~~ Increased Capacity Capital Improvements:

1. Application For ~~Excess~~ Increased Capacity Capital Improvement: A developer desiring to make an ~~excess~~ increased capacity capital improvement under this chapter shall apply in writing to the city engineering department for consideration of the improvement for capital recovery prior to completion of the project beginning construction on the improvement. The application shall contain the following information:

- a. The name and address of the developer making the application.
- b. A detailed drawing of the proposal, indicating the area to be served, proposed location of the new improvement, location of existing services in close proximity, and the proposed point of connection.
- c. Estimates of improvement cost, allowable recovery cost, and proposed excess capacity fee.
- d. Proposed area of impact, with a map and necessary legal descriptions.
- e. Proposed routing of capital improvements with coordination of drainage and other public utility services.
- f. Estimate of ~~excess~~ increased capacity to be provided by the project.
- g. A certified list of properties and owners within the area of impact.
- h.. Additional requirements as set out in the sections for water, sanitary sewer, storm water and transportation.
- i. Any other information pertinent to the proposal.

2. Review And Approval Procedure: After the application has been reviewed and found to be acceptable and complete, the application will be forwarded to the metropolitan area planning commission for approval and then to the mayor and board of commissioners for action.

3. ~~Excess~~ Increased Capacity Development Agreement Conditions: Upon approval of the application by the city commission, an increased capacity development agreement should be entered into between the initial developer and the city of Enid, which should address the following items:

a. The developer will prepare and furnish plans, profiles, contract documents, and specifications for the qualified improvements, all in accordance with the ordinances, regulations and specifications of the city.

b. All construction will be of the size, type and depth in accordance with city standards and of sufficient capacity to serve the anticipated need for the area being served, as defined by the city of Enid master plans, for the design life of the improvements.

c. The developer shall acquire easements and rights of way necessary to construct improvements. The easements shall be dedicated to the city, approved by the city and recorded at the expense of the developer. The easements will be located so as to be reasonably accessible to all parties that may be anticipated to access the improvement.

d. The developer shall file with the city an engineer's estimate ~~a sealed estimate~~ of the cost of construction of said improvements, prepared by a ~~registered~~ licensed engineer, registered in the State of Oklahoma, as called for in this chapter.

e. The developer shall deposit with the city the estimated amount of all inspection and administration fees, if and when such fees are required.

f. The developer shall furnish a "record drawing" on compatible digital format, approved by the city prior to acceptance of improvements.

g. After completion and acceptance of the developer's improvement, said improvements shall become a part of the city system, under its exclusive control and operation.

h. The developer shall, within thirty (30) days after completion of the construction, furnish to the city a certified, itemized statement of the cost of the improvements, including the actual cost of construction, engineering, inspections, easements, rights of way and recording fees.

i. The developer shall provide a map and boundary description of all property in the ~~improvement area~~ ~~(area of impact)~~ covered by the agreement.

j. The developer shall provide a one year warranty on all qualified improvements.

B. Qualified Improvements:

1. Improvement To System: The project must be an improvement to the city public infrastructure system and provide excess capacity for use beyond the amount required for the development site that is undertaking the qualified improvement.

2. Public Benefit: The improvement must provide a public benefit and provide a benefit or service to other property.

3. Project Requirements: The project must be consistent with the: a) city of Enid master plans; or b) encourage infill development.

4. Standards, Size, Depth Requirements: The project shall conform to the standards, size and depth requirements of the city of Enid master plans on file in the engineering department of the city and the city of Enid standards.

~~5. Minimum Size Requirements: Only ten inch (10") and larger water line projects shall qualify for water capital recovery projects.~~

C. Allowable Recovery Cost:

This section sets out how the developer's costs for ~~excess~~ increased capacity in an improvement is calculated for the purpose of establishing an amount of money from which recovery by post improvement developers can be derived, as well as the determination of the ~~district boundary~~ area of impact for recovery.

1. Allowable Cost: The aggregate cost of the qualified portion of the improvement cost, including the developer's actual cost of construction, inspection fees, easements and rights of way acquisition cost (at or below ~~not to exceed~~ appraised value), advertising and recording cost and engineering fees capped at seven percent (7%) of the bid construction amount for a qualified project. The allowable cost shall not exceed the actual funds expended by the developer for the allowed project.

2. Allowable Recovery Cost: The allowable recovery cost (ARC) shall be the allowable cost less the original developer's proportional cost. Proportional cost shall be based on the original development's share of the total cost and the required capacity of the original development. ~~area compared to the area of impact.~~

3. ~~District Boundary~~ ~~(Area Of Impact):~~ ~~A district boundary~~ An area of impact shall be determined for each qualified project based on the properties that benefit or could reasonably benefit from the improvement.

~~— a. Water System Capital Improvement: Where the water line improvement follows road right of way the district boundary shall generally include the area to a line one half ($\frac{1}{2}$) of the distance to the next existing or planned water line, of equal size or larger, on both sides of the improvement, but not more than one half ($\frac{1}{2}$) mile from the improvement. The district shall begin and end at the ends of the improvement. The area covered by the district boundary shall be the area of impact.~~

4. Determinations Final and Binding: The determination of the AI ~~district boundary~~ ~~(area of impact)~~, the allowable recovery cost, and the development site's cost obligations as approved by the city, shall be final and binding upon all parties.

D. Notice of Capital improvement:

1. Notice of the estimated allowable recovery costs for the project shall be mailed to the current property owners within the area of impact by the developer with proof of mailing provided to the city. The notice shall include a description of the project, the boundary of the area of impact, the estimated allowable recovery cost and the method of determining the post-developer's increased capacity fees.

2. Notice of the determined allowable recovery costs after completion of the work shall be mailed to the ~~Of Costs To~~ current property owners within the area of impact by the developer with proof of mailing provided to city 30 days before final acceptance of the capital recovery allowable cost by the City. The notice shall include the information set out in the previous notice with updated constructed amounts. Within sixty (60) days following the acceptance by the city of the completed improvements, notice of the total allowable recovery costs for the project will be mailed to the affected property owners within the boundary district. Notice of the affected property owner's obligation to pay their pro

~~rata share of the improvements' costs upon development of their property shall be placed on the title records at the Garfield County Courthouse.~~

3. Notice of the final determined allowable cost shall be placed on the title records at the Garfield County Courthouse for the properties within the area of impact putting the owners on notice that the properties are subject to the increased capacity fee.

~~2. Notice Of Costs To Property Owners: Within sixty (60) days following the acceptance by the city of the completed improvements, notice of the total allowable recovery costs for the project will be mailed to the affected property owners within the boundary district. Notice of the affected property owner's obligation to pay their pro rata share of the improvements' costs upon development of their property shall be placed on the title records at the Garfield County Courthouse.~~

E.. Increased Excess Capacity Capital Improvement; Payback Contract With Developer:

1. Upon approval of an ~~excess~~ increased capacity capital improvement, the city may enter into a contract with the developer concerning the construction, operation, or maintenance of the capital improvement and a payment of ~~excess~~ increased capacity fees in an amount not to exceed the allowable recovery cost to the developer of the ~~excess~~ increased capacity capital improvement and any interest set out in capital recovery section.

2. After the completion and acceptance by the city of the developer's capital improvement constructed pursuant to this chapter, and upon connection of the improvement to the city's infrastructure, said improvement shall thereupon be and become a part of the city of Enid's capital improvement system, under the city's exclusive ownership, control and operation, including the right to make all such connections and cross connections, and use of the improvement as it may deem necessary for the proper management and utilization of the improvement as an integrated part of the city's infrastructure.

~~3. Unless sooner terminated by the provisions of the payback contract, the term of any excess capacity contract shall run for a period of twelve (12) years, commencing with the date of acceptance by the city of the improvement.~~

3. The sole and only obligation of the city to the developer hereunder, after the capital improvement has been constructed, accepted and becomes a part of the city's infrastructure, shall be to require the appropriate distribution of the capital recovery sums actually paid by others. In the event the fees are not collected, the city shall not be liable for payment.

4. The city shall, during the term of any ~~excess~~ increased capacity contract, require any post-improvement developer, within the area of impact, which desires to connect to or extend any ~~excess~~ increased capacity improvement or otherwise use the system, to pay to the city, for the benefit of the developer of the ~~excess~~ increased capacity improvement, that portion of the allowable costs, as calculated herein, for payment to developers which hold ~~excess~~ increased capacity capital improvement contracts on that portion of the city's infrastructure which serves the property to be connected to or use the improvement. ~~the system.~~

5. Neither the contract nor any right contained therein may be sold, assigned, transferred or encumbered by the developer without the advance written consent of the city.

6. Nothing contained in the language of the contract shall prohibit the city from making any connections, ~~or~~ cross connections or use of ~~with~~ the capital improvement constructed by the developer at any location, and no payment or fee shall be required.

~~F. E.~~ Excess Increased Capacity Fee Calculation: The post-improvement development site's share of an ~~excess~~ increased capacity capital improvement cost shall be calculated as follows:

1. Basis For Calculation: The allowable recovery cost shall be the cost of the project minus the developer's cost of share, where:

a. Developer's share of the project shall be based on the developer's share of the increased capacity compared to the total increased capacity established in the agreement. the area of the original development site divided by the area of impact.

b. Developer's cost share shall be the developer's share of the project multiplied by the allowable cost of the project.

2. Post-improvement Development Sites: The post-improvement development site's ~~share of an excess~~ increased capacity ~~capital~~ fee for a qualifying capital improvement shall be calculated as follows:

a. Post-improvement development share shall be based upon the post-improvement development's share of the increased capacity compared to the total increased capacity established in the agreement. ~~area divided by the area of impact.~~

b. Post-improvement development cost share shall be the post-improvement development share multiplied by the allowable cost, inflated by four percent (4%) for each whole year from the date of acceptance of the capital improvement as a capital recovery project.

~~F. G.~~ Post-improvement Development Sites:

1. ~~Excess~~ Increased Capacity Fees: When post-improvement development occurs within the area of impact and makes use of, or receives a benefit of, a portion of the ~~excess~~ increased capacity capital improvement covered under this chapter, the developer of the post-improvement development shall pay the ~~excess~~ increased capacity fees set out in this chapter. Fees shall be due and payable to the city before issuance of the plat, or in cases where there are no plats issued, before issuance of any permit for the post-improvement development site or certificate of occupancy. When a post-improvement development occurs outside of the area of impact, AI, but makes use of and receives fifty percent (50%) or more of the development's benefit from an ~~excess~~ increased capacity improvement covered under this chapter, the developer of the post-development shall pay ~~excess~~ increased capacity fees as if the post-development was within the area of impact.

2. Site Requirements: Post-development sites that fall within an ~~excess~~ increased capacity capital improvement district or districts, or where 50 % or more of the site which will use an improvement, or improvements, covered by an ~~excess~~ increased capacity agreement, ~~as their primary water source,~~ shall provide the following:

a. ~~Area: Area of the postdevelopment site.~~ The share of the ~~excess~~ increased capacity being accessed or used;

b. Payment Of Fees: payment of ~~excess~~ increased capacity fee or fees with plat submission, or with other permits when a plat is not involved.

~~G. H.~~ Capital Recovery Payments:

1. ~~Excess~~ Increased Capacity Fees: The city shall account for the ~~excess~~ increased capacity fees for each capital recovery improvement separately. Five percent (5%) of all fees collected shall be retained by the city for administration. The city shall provide notice to the developers of record of active capital improvement districts, of the fees collected in amounts of one thousand dollars (\$1,000.00) or more. Developers of record may then file a claim for payment of fees, less the city's five percent (5%) administrative fee.

2. Unclaimed Fees: Fees not claimed by the developer within one year of the second notice of fees on file shall become the property of the city, but failure to collect fees in one year does not terminate the developer's right to collect in subsequent years.

3. Non-liability or Obligation Of The City: The city shall not be liable for payment of any excess capacity fees not collected. The sole obligation of the city to any developer shall be to require the payment of excess capacity fees as required by this chapter.

H I. Term of Capital Recovery District: Recovery of capital recovery fees is available for a term of ~~twelve (12)~~ twenty (20) years from the date of acceptance of the improvements by the city. ~~That~~ Provided, however, ~~that~~ capital recovery will be terminated prior to the term of ~~twelve (12)~~ twenty (20) years if and when the entire allowable recovery cost has been collected.

J. City Use: The city shall have the right to make such connections, ~~or use,~~ changes, improvements, or abandonment of any public improvement, as it may deem necessary, without payment of fees.

K. ~~Variances:~~ Special Exception: Prior to payment of capital recovery fees, any person that can show that they have an interest in property in an area of impact, Al of a capital improvement project, and that such property is substantially unique, and that the capital improvement fee is a substantial hardship due to the unique qualities, may file a request for a special exception ~~variance~~ with the City Commission. ~~board of adjustment.~~ The mayor and board of commissioners ~~board~~, upon hearing a request, must determine that there is a substantially unique condition that makes the proposed capital improvement fee a substantial hardship on the property before taking any action. The actions that may be taken include reduction of the capital improvement fee, waiving of the fee, deferring the fee or taking no action. ~~The decision of the board shall be final.~~

L. Restrictions And Reservations: The following restrictions and reservations apply to projects proposed under this chapter:

1. Limitation on Effect of Provisions: Nothing herein shall be construed to obligate the city to give or continue to give service to any person, firm or corporation, or to any particular tract of land, other than pursuant to its other ordinances and regulations. (Ord. 2010-14, 12-14-2010)

10-4-5: CAPITAL RECOVERY SPECIAL CONDITIONS FOR SANITARY SEWER IMPROVEMENTS:

A. Approval Of ~~Excess~~ Increased Capacity Capital Improvements:

1. Application For ~~Excess~~ Increased Capacity Public Improvement for a Sanitary Sewer: A developer desiring to make an ~~excess~~ increased capacity public improvement ~~under this chapter shall apply in writing to the city engineering department for consideration of the improvement for capital recovery~~

prior to beginning construction on the improvement. The application shall include contain the following information in the application:

- ~~a. The name and address of the developer making the application. A detailed drawing of the proposal, indicating the drainage area to be served, proposed location of the new improvement, location of existing services in close proximity, and the proposed point of connection.~~
- ~~b. Estimates of improvement cost, allowable recovery cost, and sewer contribution.~~
- ~~d. Proposed drainage area with map and legal description.~~
- ~~e. Any other information pertinent to the proposal.~~
- ~~f. Estimate of excess capacity to be provided by the project.~~
- ~~g. list of properties and owners within drainage area.~~
- ~~h. b. Proposed routing of sewer with coordination of drainage and other public services.~~

~~2. Review And Approval Procedure: After the application has been reviewed and found to be acceptable and complete, the application will be forwarded to the metropolitan area planning commission for approval and then to the mayor and board of commissioners for action. Notice of the metropolitan area planning commission meeting and mayor and board of commissioners meeting when the application will be considered will be mailed to the property owners within the drainage area.~~

~~3. Excess Capacity Development Agreement; Conditions: Upon approval of the application by the mayor and board of commissioners, an excess capacity development agreement should be entered into between the developer and the city which should address the following items:~~

- ~~a. The developer will prepare and furnish plans, profiles, contract documents, and specifications for the qualified improvements, all in accordance with the ordinances, regulations and specifications of the city and state.~~
- ~~b. All construction will be of the size, type, depth and capacity sufficient to serve the anticipated need for the area being served as defined by the Enid sanitary sewer master plan for the life of the improvements.~~
- ~~c. The developer shall acquire easements and rights of way necessary upon which to construct improvements. The easements shall be dedicated to the city, approved by the city, and recorded at the expense of the developer. The easement will be located so as to be reasonably accessible to all parties who may be assessed the capital recovery fee, and the sewer easement location and size will be coordinated with drainage and other city services.~~
- ~~d. The developer shall file with the city a sealed estimate of the cost of construction of said improvements, prepared by a registered engineer as called for in this chapter.~~
- ~~e. The developer shall deposit with the city, the estimated amount of all inspection and administration fees, said fees determined by the city.~~

~~f. After completion and acceptance of the developer's improvement, said improvements shall become a part of the city system, under its exclusive control and operation.~~

~~g. The developer shall furnish "record drawing" on compatible digital format, approved by the city prior to acceptance of improvements.~~

~~h. The developer shall, within thirty (30) days after completion of the construction, furnish to the city, a certified, itemized statement of cost of the improvements, including the actual cost of construction, engineering, inspections, easements, rights of way, and recording fees.~~

~~i. The developer shall provide a map, boundary description, and list of all property owners that are in the improvement district covered by the agreement.~~

~~4. Agreement Provided To Property Owners: Notice of the executed excess capacity agreement will be mailed to the property owners within the drainage area and placed on their title records at the Garfield County Courthouse.~~

~~5. Notice Of Costs To Property Owners: Within sixty (60) days following the acceptance by the city of the completed improvements, notice of the total allowable recovery costs for the project will be mailed to the affected property owners within the boundary district. Notice of the affected property owner's obligation to pay their pro rata share of the improvements' costs upon development of their property shall be placed on the title records at the Garfield County Courthouse.~~

~~B. Qualified Improvements:~~

~~1. Improvement To System: The project must be an improvement to the public sanitary sewer system that provides excess capacity for the collection of wastewater beyond the amounts required for the development site that is undertaking a qualified improvement.~~

~~2. Public Benefit: Improvement must be a public benefit and provide a benefit or service to other private property.~~

~~3. Project Requirements: The project must be consistent with the: a) Enid sanitary sewer master plan; or b) serve an existing subdivision; or c) encourage infill or development.~~

~~4. Standards, Size, Depth Requirements: The project shall conform to the standards, size, and depth requirements of the Enid sanitary sewer system master plan on file in the city engineering department.~~

~~C. Allowable Recovery Cost: This section sets out how the developer's costs for excess capacity in an improvement are calculated for the purpose of establishing an amount of money from which recovery by postimprovement developers can be derived, as well as determination of the district boundary for recovery.~~

~~1. Allowable Recovery Cost: The aggregate cost of the qualified portion of the improvement cost including the developer's actual cost of construction, inspection fees, easements and rights of way acquisition cost not to exceed appraised value, advertising and recording cost and engineering fees capped at seven percent (7%) of the bid construction amount shall be the allowable cost.~~

~~2. District Boundary: A district boundary shall be determined for each qualified project based on the properties that benefit or could reasonably benefit from the improvement. The district shall generally follow the contour of the land and conform to the sanitary sewer master plan.~~

~~3. Determinations Final And Binding: The determination of the drainage area or district boundary, the allowable recovery cost, and the development site's cost obligations as approved by the city shall be final and binding upon all parties.~~

B. D. Excess Increased Capacity Fee Calculation for Sanitary Sewers: The post-improvement development site's share of an ~~excess~~ increased capacity sanitary sewer improvement cost shall be calculated as follows:

1. Basis For Calculation: The allowable recovery cost shall be proportioned out based on the post-development site's projected peak hourly wastewater flow compared to the established design peak hourly wastewater flow, less the peak hourly wastewater flow established for the original development site. This calculation shall be made for each improvement district the post-development site is within.

2. Hourly Wastewater Flow Designations: The post-development projected peak hourly wastewater flow shall be:

- a. Nine hundred fifty (950) gpd for each single residence;
- b. Four hundred (400) gpd for each motel unit, hotel, or other transient living unit;
- c. Six hundred fifty (650) gpd for each trailer space, mobile home, or apartment living unit;
- d. One hundred (100) gpd for each student of any nonboarding type school;
- e. Twenty eight (28) gpd for each person that may be accommodated in a main assembly hall, with restroom facilities only;
- f. Six hundred sixty (660) gpd for each bed of a hospital.

3. Other Developments: The post-development projected peak hourly wastewater flow for any development not covered above shall be equal to four (4) times the development site's projected average water use contributing to the sanitary sewer system, but in no case shall the flow be less than four hundred (400) gpd.

C. E. Post-improvement Development Sites for Sanitary Sewers:

1. Site Requirements: Post-improvement development sites that fall within an ~~excess~~ increased capacity improvement district or districts or will use an improvement covered by an ~~excess~~ increased capacity agreement shall provide the following information to determine the post-improvement fee:

- a. Sanitary Sewer Improvement District: Number and type of living units, lots, sleeping units, or participants projected for the site. The projected peak day wastewater flow for the site when required, and the method that the flow was calculated on.

~~3. D. Exemption: Section 8-3A-5 of this code, (which requires connection to the city's sewer system), will not apply to properties within a sanitary sewer capital recovery project until the recovery of capital recovery fees is terminated. (Ord. 2015-27, 9-1-2015)~~

~~b. Payment Of Fees: Payment of excess capacity fee or fees with plat submission, or with other permits when a plat is not involved~~

~~F. Capital Recovery Payments:~~

~~1. Excess Capacity Fees: The city shall account for the excess capacity fees for each capital recovery improvement separately. Five percent (5%) of all fees collected shall be retained by the city for administration. The city shall provide notice to developers of record, of active improvement districts of fees collected for amounts of one thousand dollars (\$1,000.00) or more. Developers of record may then file a claim for payment of fees, less the city's five percent (5%) administrative fee.~~

~~2. Unclaimed Fees: Fees not claimed by the developer within one year of the second notice of fees on file shall become the property of the city, but failure to collect fees in one year does not terminate the developer's right to collect in subsequent years.~~

~~3. Nonliability Or Obligation Of City: The city shall not be liable for payment of any excess capacity fees not collected. The sole obligation of the city to any developer shall be to require the payment of excess capacity fees as required by this chapter.~~

~~G. Term Of Capital Recovery District: Recovery of capital recovery fees is available for a term of twenty (20) years from the date of acceptance of the improvement by the city. Provided, however, that recovery will be terminated prior to the term of twenty (20) years whenever the entire allowable recovery cost has been collected.~~

~~H. City Use: The city shall have the right to make such connections or use of any public improvement, as it may deem necessary.~~

~~I. Variances: Prior to payment of capital recovery fees, any person that can show they have an interest in property in a drainage area of a capital recovery project and that such property is substantially unique, and that the capital recovery fee is a substantial hardship due to the unique qualities, may file a request for variance with the mayor and board of commissioners. The commission, upon hearing a request, must determine that there is a substantial unique condition that makes the proposed capital recovery fee a substantial hardship on the property before taking any action. The actions that may be taken include reduction of the capital recovery fee, waiving the fee, deferring the fee or taking no action. The decision of the commission shall be final.~~

~~J. Restrictions And Reservations: The following restrictions and reservations apply to projects proposed under this chapter:~~

~~1. Project Restrictions:~~

~~a. Diversion of wastewater flow from one drainage area to another by gravity may not be approved if such diversion would cause the capacity of any eight inch (8") sewer under gravity flow to exceed a peak daily flow of four hundred sixty thousand (460,000) gallons or if the diverted peak daily flow would exceed two hundred thirty thousand (230,000) gallons.~~

~~(1) For tracts or lots that are within the drainage area, but are abutting or adjoining a sewer system not covered by the capital recovery improvement, an owner may connect to either system, provided it does not conflict with subsection A1 of this section and adequate capacity exists in the receiving line.~~

~~(2) For tracts or lots that are within the drainage area but do not abut or adjoin a separate sewer line, but are so situated that a separate sewer system would provide a lower sewer service line elevation at the building, the owner may extend a public line in order to connect to the separate sewer system; provided, that:~~

~~(A) Subsection A1 of this section is complied with;~~

~~(B) The separate sewer system has adequate capacity; and~~

~~(C) The extension does not cross, parallel or otherwise conflict with the covered sewer system or the Enid sanitary sewer master plan.~~

~~b. If the owner connects to sewer not covered by the capital recovery improvement, then no capital recovery fee shall be due.~~

~~2. Limitation On Effect Of Provisions: Nothing herein shall be construed to obligate the city to give or continue to give sewer service to any person, firm or corporation, or to any particular tract of land, other than pursuant to its other ordinances and regulations.~~

10-4-6: SPECIAL CONDITIONS FOR STORMWATER MAIN DRAINAGE CHANNEL IMPROVEMENTS:

A. Approval Of Excess Increased Capacity Capital Improvements:

1. A developer desiring to make an increased capacity public improvement for stormwater shall include make application in writing to the city of Enid engineering department for consideration of the improvement for capital recovery prior to beginning construction on the improvement. The application shall contain the following additional information in their application:

a. ~~The name and address of the developer;~~
b. A detailed drawing of the proposal, indicating the drainage area to be served (AI), and the proposed location of the new improvement, drainage report identifying the existing capacity of the facility and the proposed improved capacity of the facility;

~~c. Estimates of improvement cost, allowable recovery cost, and amount of increased capacity the improvement will provide, and amount of increased drainage flow that the development will contribute;~~

~~d. Proposed drainage area and the BUA of that drainage area, with a map and its legal description;~~

~~e. A list of properties and owners within drainage area;~~

~~f. The proposed change in routing of stormwater if any; and~~

~~g. Any other information pertinent to the proposal.~~

- ~~2. After the application has been reviewed and found to be acceptable and complete, the application and an increased capacity agreement will be forwarded to the metropolitan area planning commission for approval and then to the city commission for action. Notice of the metropolitan area planning commission and city commission's meetings when the application and agreement will be considered will be mailed to the property owners within the drainage area.~~
- ~~3. Upon approval of the application by the city commission, an increased capacity development agreement should be entered into between the initial developer and the city of Enid, which should address the following items:
 - ~~a. The city will furnish the initial developer any available drainage studies for the applicable area.~~
 - ~~b. The initial developer will prepare and furnish plans, profiles, contract documents, and specifications for the qualified improvement all in accordance with the ordinances, regulations and specifications of the city of Enid and state of Oklahoma.~~
 - ~~c. All construction will be of the size, type, depth and capacity sufficient to serve the anticipated need for the area when it is fully developed, unless circumstances are such that construction at a partial developed standard is warranted due to the cost of the improvement and the pace of development.~~
 - ~~d. Easements and rights of way necessary upon which to construct improvements must be acquired. The easements shall be dedicated to the city of Enid, approved by the city, and recorded at the expense of the developer. The easements shall be located to coordinate with drainage and other city services.~~
 - ~~e. The developer shall file with the city, an estimate of the cost of construction of said improvements, prepared by a registered engineer as called for in this chapter.~~
 - ~~f. The developer shall furnish a "record drawing" on compatible digital format, approved by the city prior to acceptance of improvements.~~
 - ~~g. The developer shall, within thirty (30) days after completion of the construction, furnish to the city an itemized statement of the cost of the improvements, including the actual cost of construction, engineering, inspections, easements, rights of way, and recording fees.~~~~
- ~~4. If the city of Enid is the initial developer, an increased capacity report containing the relevant information will be approved by the city commission and will serve the same purpose as the agreement.~~
- ~~5. Notice of the executed increased capacity agreement or report will be mailed to the property owners within the drainage area and placed on their title records at the Garfield County Courthouse.~~
- ~~6. Within sixty (60) days following the acceptance by the city of the completed improvement, notice of the total allowable recovery costs for the project will be mailed to the affected property owners within the boundary district. Notice of the affected property owners' obligations to pay their pro rata share of the improvement costs upon development of their property shall be placed on the title records at the Garfield County Courthouse.~~

B. Qualified Improvements:

- ~~1. The project must be a channel improvement that provides increased capacity to the stormwater system beyond the amount of mitigation required for the development that is undertaking the improvement.~~
- ~~2. The project shall conform to the standards, size, and depth requirements of the Enid master drainage plan, the subdivision regulations, and this title.~~

~~C. Allowable Recovery Cost:~~

- ~~1. The allowable recovery cost shall be calculated by including:
 - ~~a. The actual construction cost of the channel improvement to include any approved change orders based upon bidding in compliance with the Oklahoma public competitive bidding act, including noncollusion standards;~~
 - ~~b. The cost of any easements and rights of way required by the project not donated by the developer, not to exceed the appraised values; and~~
 - ~~c. Engineering fees, capped at seven percent (7%) of the bid construction costs.~~~~
- ~~2. The allowable recovery cost shall be adjusted by the time factor when calculating the increased capacity fee for postdevelopers. The time factor is multiplied by the number of years since the initial development and is added to the allowable recovery cost to determine a specific increased capacity fee for a future developer.~~
- ~~3. The determination of the allowable recovery cost shall be final and binding on all parties once approved by the city of Enid.~~

~~D. Drainage Area: The drainage area shall be determined for each qualified project based on the properties that benefit from the improvement. The area shall generally follow the contour of the land and conform to the Enid master drainage plan. The determination of the drainage area shall be final and binding upon all parties when approved by the city of Enid.~~

~~E. B. Increased Capacity Fee (IFC) Calculation:~~

- ~~1. For subdivisions, plats, and site plans:
 - ~~a. The post-improvement development site's increased peak stormwater discharge shall be determined by the stormwater drainage report prepared by the developer. The allowable recovery cost adjusted by the time factor shall be proportioned based upon the post-development site's increase in the peak stormwater discharge flow compared to the projected total increase in the peak stormwater discharge for the fully developed drainage area using these equations:~~~~

~~Post Q - Pre Q = Post-developer increase of impact (PDI)~~

~~Increase divided by projected total basin impact = Developer's share expressed in percent, or DS~~

~~PDI ÷ projected increase in Q by improvement = Developer's Share (DS)~~

~~DS x ARC = ICF Increased capacity fee~~

b. These calculations shall be made for each drainage area the post-development site is within.

2. For individual lots or tracts of land not covered by subsection ~~E4~~ B1 of this section, the increased capacity fees will be calculated based upon the type of development using this equation:

Increased capacity fee ICF = ARC divided by BUA x Lot size x I.	
Agricultural and R-1 estate	I = 0.57 ARC divided by BUA x Lot size x I
Single-Family Residential	I = 0.87 ARC divided by BUA x Lot size x I
Multi-family Residential	I = 1.00 ARC divided by BUA x Lot size x I
Commercial/other	I = 1.07 ARC divided by BUA x Lot size x I

~~As in subsection E1 of this section, the time factor is multiplied by the number of years since the initial development and added to the actual recovery cost (ARC) before making the calculation required above.~~

~~F. Postimprovement Development Site: When a postimprovement development occurs that makes use of a stormwater drainage channel improvement covered under this chapter, the developer of the postimprovement development site shall pay the increased capacity fee. Fees shall be due and payable to the city of Enid before the issuance of the plat or the approval of a site plan or before the issuance of a building permit for new construction of the principal structure on said lot or tract of land, unless the property is within a platted subdivision.~~

~~G. Postimprovement Development Site Requirements: Postimprovement development sites, other than individual lots, that fall within an increased capacity improvement drainage area shall provide a professional engineering drainage report which determines the increase in peak stormwater discharge.~~

~~H. Capital Recovery Payments:~~

~~1. The city of Enid shall account for the increased capacity fees for each increased capacity improvement separately. Five percent (5%) of all fees collected shall be retained by the city of Enid~~

~~for administration. The city of Enid shall provide notice to the developers of record, of fees collected in the amount of one thousand dollars (\$1,000.00) or more for improvement drainage areas. Developers of record may then file a claim for payment of fees, less the city's five percent (5%) administrative fee.~~

~~2. Fees not claimed by the initial developer within one year of the notice of fees on file shall become the property of the city of Enid, but failure to collect fees in one year does not terminate the developer's right to collect in subsequent years.~~

~~3. The city of Enid shall not be liable for payment of any increased capacity fees not collected. The sole obligation of the city to any developer shall be to require the payment of increased capacity fees as required by this chapter.~~

~~I. Term Of Capital Recovery: Recovery will be terminated whenever the entire recoverable cost has been collected and dispersed or forty (40) years from the approval of the channel improvement, whichever occurs first.~~

~~J. City Use: The city shall have the right to make use of any improvement made under this capacity, as it may deem necessary.~~

~~K. Appeals: Prior to payment of a capital recovery fee, a postdeveloper may file an appeal to the metropolitan area planning commission, asserting its development is unique and the fee would create substantial hardship. The commission upon hearing a request must determine that there is a substantially unique condition that makes the fee a substantial hardship before taking any action to waive, defer, or reduce the fee. The decision of the commission shall be final. (Ord. 2010-14, 12-14-2010)~~

10-4-7: SPECIAL CONDITIONS FOR WATER IMPROVEMENTS:

A. Area of Impact: Where the water line improvement follows road rights of way, the area of impact shall generally include the area to a line one-half (1/2) of the distance to the next existing or planned water line, of equal size or larger, on both sides of the improvement, but not more than one-half (1/2) mile from the improvement.

B. Increased Capacity Fee Calculation for Water improvements: The post-improvement development site's share of an increased capacity water improvement cost shall be calculated using two methods:

1) half is based upon the area of development, which shall be determined to be the area of the lot or tract of land associated with any building and associated with all impervious surface on the site; and,

2) half is based upon the water capacity of the development by using the following table :

-Meter size shall be the larger of the tap size placed on a water main or the meter size.

-Water capacity is used to determine the proportional share of the ARC for Section 10-4-7(B) (2)

<u>Meter Size</u>	<u>Water Capacity</u>
<u>3/4" and smaller</u>	<u>0.56</u>
<u>1"</u>	<u>1</u>
<u>1.5"</u>	<u>2.25</u>
<u>2"</u>	<u>4</u>
<u>3"</u>	<u>9</u>
<u>4"</u>	<u>16</u>
<u>6"</u>	<u>36</u>

C.. Basis for Calculation: The ARC shall be proportioned out based on the post-development site's area and water tap size. Post-developments shall pay their proportional share of one-half of the allowable recovery cost based upon the post-development site's developed area compared to the basin area, and the other half of their payment is their proportional share of 1/2 of the ARC based on their tap size, in the area, compared to the projected total metered area established in the basin. In the case where a post-development site outside the basin boundary ties to or makes use of a capital recovery improvement, the required increased capacity fee shall be capped at not more than one half (1/2) of the ARC, after the inflation multiplier is applied as required by section 10-4-4(F)(2)(b).

2. Post improvement development requirement : At the time of site plan, plating, permitting or application to connect and in advance of connecting to the water system, developments within a current area of impact shall provide its area of development and the water tap size, or sizes.

10-4-8: SPECIAL CONDITIONS FOR TRANSPORTATION IMPROVEMENTS:

A. Approval of Increased Capacity Capital improvements:

1. Application for Increased Capacity Public Improvement for Transportation: A developer desiring to make an increased capacity public transportation improvement shall include the following additional information:

a. a traffic study by a professional licensed engineer establishing ADT, peak hour traffic for both AM and PM, and an equivalent single axel load (ESAL) for the highest use lane and level of service for existing conditions , the increased condition with full development of the proposed site and for the increased condition considering growth for a period of twenty years from completion of the improvement; and

b. when a traffic control signal is included in the improvement, the traffic study should include the above information for the signaled intersection and each lane of the intersection. Growth should include the projected growth of the development with one-half (1/2) mile of the intersection in all directions or half way to the next traffic light.

B. Increased Capacity Fee Calculation for Transportation Improvement: The post-improvement development site's share of an increased capacity transportation improvement cost shall be calculated as follows:

1. Roads: Post-improvement developments within the area of impact for a road or multiple roads shall provide as part of the site plan or plat a traffic study the ESAL generated by the development for the life of the improvement and the distribution of such loads to the road system. The post-improvement development's increased capacity fee shall be calculated by multiplying its ESAL share of the total ESAL for the road by the ARC, after the inflation multiplier is applied as required by section 10-4-4(F)(2)(b).

2. Traffic Control Signal: Post-improvement developments within the IA for a traffic signal shall provide a traffic study showing the distribution of development generated traffic through the intersection for the life of the improvement. The post-improvement development increased capacity fee shall be calculated by multiplying the post-improvement developer's share of traffic impact on the signal system of the total traffic impact on the signal system by the ARC, after the inflation multiplier is applied as required by section 10-4-4(F)(2)(b).

3. For post-improvement developments that are not required to provide a traffic study the increased capacity fee shall be calculated based on the area of the development compared to the AI.

10-4-7: 10-4-9 CITY/ AUTHORITY AS DEVELOPER:

A. The city of Enid or any of its ~~authorities~~ trusts may act as the developer for the purpose of capital recovery. When the city of Enid ~~or one of its authorities~~ acts as the developer, the following provisions apply:

1. Predevelopment Site: No development site is required.

2. Allowable Recovery Cost: The allowable cost may be used as the ~~allowable recovery cost~~ ARC.

~~3. Resolution Of Area~~ Notice of Area of Impact: ~~Benefit/Impact Area:~~ The city of Enid may file a notice by resolution in place of a "payback contract" to establish the area of impact, estimated ~~allowable recovery cost~~ ARC and any other items necessary and usually covered by the contract. (Ord. 2010-14, 12-14-2010)

Section II: 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 III: 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 IV: Codification. This ordinance shall be codified as Title 10, Chapter 4, Sections 10-4-1 through 10-4-9 of the Enid Municipal Code, 2014.

Emergency V: Whereas it is immediately necessary for the protection of the public peace, health and safety of the city of Enid and its inhabitants, by providing capital recovery relief for pending transportation capital improvement projects, an emergency is declared to exist and this ordinance shall go into full force and effect immediately upon its passage and publication.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 19 day of September, 2017.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

Approved as to Form and Legality:

Carol Lahman, Interim City Attorney

Meeting Date: 09/19/2017

Submitted By: Korina Crawford, Executive Assistant

SUBJECT:

CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 4, ENTITLED "HEALTH AND SANITATION" , CHAPTER 3, ENTITLED "LITTER; HANDBILLS", AMENDING SECTION 4-3-2 ENTITLED "OWNER TO MAINTAIN PREMISES FREE OF LITTER" TO PROVIDE PENALTIES; AND CHAPTER 4, ENTITLED "NUISANCE" SECTION 4-4-2 ENTITLED "UNLAWFUL TO MAINTAIN NUISANCE" TO PROVIDE PENALTIES; AND CHAPTER 6, ENTITLED INOPERABLE VEHICLES" SECTION 4-6-8 ENTITLED "FAILURE TO REMOVE" TO PROVIDE PENALTIES; AND TITLE 7, ENTITLED "PUBLIC WAYS & PROPERTY", CHAPTER 7, ENTITLED "TREES" AMENDING SECTION 7-7-2 ENTITLED "REMOVAL OF DEAD OR DISEASED TREES; TRIMMING TREES" TO PROVIDE PENALTIES; TITLE 8, ENTITLED "UTILITIES", CHAPTER 4, ENTITLED "SOLID WASTE" AMENDING SECTION 8-4-7 ENTITLED "STORING TRASH" TO PROVIDE PENALTIES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

BACKGROUND:

In 2015, the City decided to no longer have classes of offenses. Previously, offenses were classified as: Class D, which carried a \$100.00 fine; Class C, which carried a \$200.00 fine; Class B, which carried a \$500 fine; and, Class A, which carried a \$500.00 fine plus 60 days in jail. The classification system was replaced with one in which the offenses carried specific fines or if no fine was listed for a particular offense, the offense would carry a maximum fine of \$200.00.

Some offenses have not been updated to the new system and still reference the class system. This ordinance removes the classification language and replaces it with specific penalties. This ordinance was reviewed at the September 7, 2017 Study Session.

RECOMMENDATION:

Approve ordinance.

PRESENTER:

Carol Lahman, Interim City Attorney

Attachments

Code Enforcement Ordinance

ORDINANCE NO. 2017-____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 4, ENTITLED "HEALTH AND SANITATION", CHAPTER 3, ENTITLED "LITTER; HANDBILLS", AMENDING SECTION 4-3-2 ENTITLED "OWNER TO MAINTAIN PREMISES FREE OF LITTER" TO PROVIDE PENALTIES; AND CHAPTER 4, ENTITLED "NUISANCE" SECTION 4-4-2 ENTITLED "UNLAWFUL TO MAINTAIN NUISANCE" TO PROVIDE PENALTIES; AND CHAPTER 6, ENTITLED "INOPERABLE VEHICLES" SECTION 4-6-8 ENTITLED "FAILURE TO REMOVE" TO PROVIDE PENALTIES; AND TITLE 7, ENTITLED "PUBLIC WAYS & PROPERTY", CHAPTER 7, ENTITLED "TREES", AMENDING SECTION 7-7-2 ENTITLED "REMOVAL OF DEAD OR DISEASED TREES; TRIMMING TREES" TO PROVIDE PENALTIES; TITLE 8, ENTITLED "UTILITIES", CHAPTER 4, ENTITLED "SOLID WASTE" AMENDING SECTION 8-4-7 ENTITLED "STORING TRASH" TO PROVIDE PENALTIES; 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 4, Chapter 3, Section 4-3-2, of the Enid Municipal Code, 2014, is hereby amended as follows:

4-3-2: OWNER TO MAINTAIN PREMISES FREE OF LITTER:

- A. The owner or person in control of any private property shall at all times maintain the premises free of litter. Provided, however, this section shall not prohibit the storage of litter in authorized private receptacles for collection.
- B. The violations of this section shall be ~~a class D offense,~~ punishable by a fine of up to one hundred dollars (\$100.00), plus costs, unless the person charged has been previously convicted once under this section or any of the following sections: 4-4-2, 4-5-8, 4-6-8 of this title; 7-7-2, 8-4-7, and 9-9-2, and 11-14-8 of this code, in the last five (5) years, then a violation of this section shall be ~~a class C offense.~~ Punishable by a fine of up to two hundred dollars (\$200.00), plus costs. If the person charged has been previously convicted more than once under this section or any of the above referenced sections in the last five (5) years, then a violation of this section shall be ~~a class B offense~~ punishable by a fine of five hundred dollars(\$500.00), plus costs. (Ord. 2008-15, 7-15-2008)

Section II: That Title 4, Chapter 4, Section 4-4-2, of the Enid Municipal Code, 2014, is hereby amended as follows:

4-4-2: UNLAWFUL TO MAINTAIN NUISANCE:

- A. No person shall create or maintain a nuisance or permit it to be created or maintained upon property owned by him or under his control.
- B. The violations of this section shall be ~~a class D offense~~, punishable by a fine of up to one hundred dollars (\$100.00), plus costs, unless the person charged has been previously convicted once under this section or any of the following sections: 4-3-2, 4-5-8, 4-6-8 of this title; 7-7-2, 8-4-7, and 9-9-2, and 11-14-8 of this code, in the last five (5) years, then a violation of this section shall be ~~a class C offense~~. punishable by a fine of up to two hundred dollars (\$200.00), plus costs. If the person charged has been previously convicted more than once under this section or any of the above referenced sections in the last five (5) years, then a violation of this section shall be ~~a class B offense~~ punishable by a fine of five hundred dollars(\$500.00), plus costs. (Ord. 2008-15, 7-15-2008)

Section III: That Title 4, Chapter 6, Section 4-6-8, of the Enid Municipal Code, 2014, is hereby amended as follows:

4-6-8: FAILURE TO REMOVE:

- A. No person shall fail to remove an inoperable motor vehicle after the notice provided herein.
- B. The violations of this section shall be ~~a class D offense~~, punishable by a fine of up to one hundred dollars (\$100.00), plus costs, unless the person charged has been previously convicted once under this section or any of the following sections: 4-3-2, 4-4-2, 4-5-8, of this title; 7-7-2, 8-4-7, and 9-9-2, and 11-14-8 of this code, in the last five (5) years, then a violation of this section shall be ~~a class C offense~~. punishable by a fine of up to two hundred dollars (\$200.00), plus costs. If the person charged has been previously convicted more than once under this section or any of the above referenced sections in the last five (5) years, then a violation of this section shall be ~~a class B offense~~ punishable by a fine of five hundred dollars(\$500.00), plus costs. (Ord. 2008-15, 7-15-2008)

Section IV: That Title 7, Chapter 7, Section 7-7-2, of the Enid Municipal Code, 2014, is hereby amended as follows:

7-7-2: REMOVAL OF DEAD OR DISEASED TREES; TRIMMING TREES:

A. Trimming Or Removal:

1. Property owners shall trim trees so as not to obstruct the passage of pedestrians on sidewalks (no limbs below 8 feet), nor vehicles traveling on streets (no limbs below 14 feet) and alleys (no limbs below 12 feet).
 2. The city shall have the right to cause the removal of any dead or diseased trees or the trimming of live trees on private property within the city, when such trees constitute a hazard to life and property, or harbor insects or disease which constitute a potential threat to other trees within the city.
- B. Notice; Abatement: The city code office will notify in writing the owners of trees specified in subsection A of this section. The trimming or removal shall be done by said owners at their own expense within thirty (30) days after the date of service of notice. In the event of failure of owners to comply with such provisions, the city shall have the authority to remove such trees and charge the cost of the work to said owners.

C. The violations of this section shall be ~~a class D offense,~~ punishable by a fine of up to one hundred dollars (\$100.00), plus costs, unless the person charged has been previously convicted once under this section or any of the following sections of this code: 4-3-2, 4-4-2, 4-5-8, 4-6-8, - 2, 8-4-7, and 9-9-2, and 11-14-8 in the last five (5) years, then a violation of this section shall be ~~a class C offense-~~ punishable by a fine of up to two hundred dollars (\$200.00), plus costs. If the person charged has been previously convicted more than once under this section or any of the above referenced sections in the last five (5) years, then a violation of this section shall be a ~~class B offense-~~ punishable by a fine of five hundred dollars(\$500.00), plus costs. (Ord. 2008-15, 7-15-2008)

Section V: That Title 8, Chapter 4, Section 8-4-7, of the Enid Municipal Code, 2014, is hereby amended as follows:

8-4-7: STORING TRASH:

A. Placement Of Trash In Containers: No person shall place any trash in any street, alley, or other public place, on any private property, whether owned by said person or not, except in proper polycart containers for collection or under express approval granted by the city, nor shall any person throw or deposit any trash in any stream or other body of water.

B. Placement Of Polycart:

1. The container shall be placed at the curb no later than seven thirty o'clock (7:30) A.M. on the collection day.
2. The polycart shall be placed at the edge of the resident's property, next to the street, wheels above the curb, with the handle facing the resident's home.
3. There must be a minimum of ten feet (10') of clearance from other containers, parked vehicles, street and lampposts, trees, mailboxes, and other obstructions.
4. The resident must remove the container from the curb or street after it is emptied.

C. Unauthorized Accumulations; Nuisance: Any unauthorized accumulation of trash on any premises is hereby declared to be a nuisance and is hereby prohibited.

D. Depositing On Public Ways, Occupied Premises: No person shall cast, place, sweep or deposit anywhere within the city any trash in such a manner that it may be carried or deposited by the elements upon any street, sidewalk, alley, sewer, parkway or other public place, or into any occupied premises.

E. Violation: The violations of this section shall be ~~a class D offense,~~ punishable by a fine of up to one hundred dollars (\$100.00), plus costs, unless the person charged has been previously convicted once under this section or any of the following sections of this code: 4-3-2, 4-5-8, 4-6-8, 7-7-2, and 9-9-2, and 11-14-8 in the last five (5) years, then a violation of this section shall be ~~a class C offense-~~ punishable by a fine of up to two hundred dollars (\$200.00), plus costs. If the person charged has been previously convicted more than once under this section or any of the above referenced sections in the last five (5) years, then a violation of this section shall be a ~~class B offense-~~ punishable by a fine of five hundred dollars(\$500.00), plus costs. (Ord. 2009-28, 12-1-2009)

Section VI: 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 VII 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 VIII: Codification. This ordinance shall be codified as Title 4, Chapter 3, Section 4-3-2; Chapter 4, Section 4-4-2; Chapter 6, Section 4-6-8; Title 7, Chapter 7, Section 7-7-2; and Title 8, Chapter 4, section 8-4-7 of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this ___ day of September, 2017.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

Approved as to Form and Legality:

Carol Lahman, Interim City Attorney

City Commission Meeting

8.4.

Meeting Date: 09/19/2017

Submitted By: Korina Crawford, Executive Assistant

SUBJECT:

CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 1, ENTITLED "ADMINISTRATION", CHAPTER 11, ENTITLED "MUNICIPAL COURT", AMENDING SECTION 1-11-8 ENTITLED "COSTS AND FEES" TO PROVIDE FOR THE IMPOSITION OF MANDATORY STATE COURT FEES PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

BACKGROUND:

The State Legislature has begun mandating a great number of fees recently. This ordinance provides that the state mandated fees will be accessed against defendants as required by state law and remitted to the mandated state agencies. The state mandated fee list will be posted at City Hall and a copy will be available free of charge at the City Clerk's office.

RECOMMENDATION:

Approve ordinance.

PRESENTER:

Carol Lahman, Interim City Attorney

Attachments

COE Fee List

Court Fees Ordinance

City of Enid List
State of Oklahoma Mandated Court Fees
(Effective November 1, 2017)

These fees are to be collected from all persons convicted in municipal courts and for purposes of these fees, conviction includes person who receive a deferred or suspended sentence.

CLEET Fee

20 O.S. § 1313.2 (B) and (D)

A \$10.00 fee on all offenses other than parking or standing violations. The court clerk may retain 5.83% of this fee and is to remit the remainder monthly to: CLEET – 60.53%; and to CLEET Training Center – 33.64% of the fee.

Drug Related Fee

20 O.S. §1313.2(F)

A \$5.00 fee on possession of marijuana and drug paraphernalia offenses. The court clerk is to remit the fee monthly to the Bureau of Narcotics Education Revolving Fund.

DNA Fee

20 O.S. §1313.2(H)

A \$150.00 fee imposed upon conviction of assault and battery, stalking, outraging public decency, resisting arrest, escape, eluding, pointing a firearm, threatening an act of violence, destruction of property, unless the convicted person's DNA is already in the OSBI's database. The court clerk to remit monthly to OSBI Revolving Fund.

Fingerprint Fee

20 O.S. §1313.3(A)

A \$10.00 fee on all offenses other than parking and standing violations. The court clerk may retain \$1.00 and remit monthly \$9.00 of fee to AFIS.

Forensic Science Fee

20 O.S. §1313.4

A \$10.00 fee on all offenses other than parking or standing violations. The court clerk may retain 5% of the fee and remit the remainder monthly to OSBI Forensic Science Improvement Revolving Fund.

ORDINANCE NO. 2017-____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 1, ENTITLED "ADMINISTRATION", CHAPTER 11, ENTITLED "MUNICIPAL COURT", AMENDING SECTION 1-11-8 ENTITLED "COSTS AND FEES" TO PROVIDE FOR THE IMPOSITION OF MANDATORY STATE COURT FEES 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 1, Chapter 11, Section 1-11-8 "Cost and Fees" of the Enid Municipal Code, 2014, is hereby amended as follows:

1-11-8: COSTS AND FEES:

- A. Court costs in the amount of thirty dollars (\$30.00) plus the fees and mileage of jurors and witnesses shall be charged and collected by the clerk of the municipal court in all cases other than those in which the defendant is acquitted or found not guilty or those which are dismissed upon motion of the defendant or the city attorney.
- B. The court clerk shall charge a fee of thirty five dollars (\$35.00) for the initial filing of any bond for the subsequent court appearance of a defendant, which shall be assessed as an additional court cost to the defendant. The court clerk shall remit funds to a fund of the city that shall be used to defray the costs of housing municipal prisoners.
- C. The court clerk shall charge a fee of five dollars (\$5.00), which shall be in addition to and not in substitute for any and all fines and penalties provided for by this section or code, upon conviction of any offense, including traffic offenses, but excluding parking violations. "Conviction", for purposes of this section, shall mean any final adjudication of guilt and includes any deferred or suspended sentence. The court clerk shall remit funds to a fund of the city that shall be used to defray the costs of the court's technology.
- D. The court clerk shall all assess all required court fees as required by state law in the manner prescribed by state law. These required state mandated fees shall be enumerated in the State of Oklahoma Mandated Municipal Court Fees List which shall be posted at city hall and be available free of charge at the city clerk's office.
- ~~D. The court clerk shall charge a fee of five dollars (\$5.00), which shall be in addition to and not in substitute for any and all fines and penalties provided for by this section or code upon any conviction of the crime of possession of marijuana or the crime of possession of paraphernalia. "Conviction", for purposes of this section, shall mean any final adjudication of guilt and includes any deferred or suspended sentence. The court clerk~~

~~shall remit the monies in the fund on a monthly basis directly to the bureau of narcotics drug education revolving fund.~~

~~E. The court clerk shall charge a fee of nine dollars (\$9.00), which shall be in addition to and not in substitute for any and all fines and penalties provided for by this section or code, upon conviction of any offense, including traffic offenses but excluding parking and standing violations, punishable by a fine of ten dollars (\$10.00) or more. "Conviction", for purposes of this section, shall mean any final adjudication of guilt and includes any deferred or suspended sentence. The court clerk shall remit on a monthly basis eight dollars ninety two cents (\$8.92) of every nine dollar (\$9.00) fee imposed to the council on law enforcement education and training.~~

~~F. The court clerk shall charge a fee of five dollars (\$5.00), which shall be in addition to and not in substitute for any and all fines and penalties provided for by this section or code, upon conviction of any offense, including traffic offenses but excluding parking and standing violations, punishable by a fine of ten dollars (\$10.00) or more. "Conviction", for purposes of this section, shall mean any final adjudication of guilt and includes any deferred or suspended sentence. The court clerk shall remit the monies on a monthly basis to the AFIS fund.~~

~~G. The court clerk shall charge a fee of five dollars (\$5.00), which shall be in addition to and not in substitute for any and all fines and penalties provided for by this section or code, upon conviction of any offense, including traffic offenses but excluding parking and standing violations, punishable by a fine of ten dollars (\$10.00) or more. "Conviction", for purposes of this section, shall mean any final adjudication of guilt and includes any deferred or suspended sentence. The court clerk shall remit the monies on a monthly basis to the forensic science improvement revolving fund.~~

~~H. The court clerk shall charge a fee of fifty dollars (\$50.00), which shall be in addition to and not in substitute for any and all fines and penalties provided for by this section or code, upon conviction of any alcohol related offense. "Conviction", for purposes of this section, shall mean any final adjudication of guilt and includes any deferred or suspended sentence. The court clerk shall remit the monies to a fund of the city that shall be used to defray costs for enforcement of laws relating to juvenile access to alcohol, other laws relating to alcohol and other intoxicating substances, and traffic related offenses involving alcohol or other intoxicating substances.~~

I. E. When a deferred sentence is imposed, the court clerk shall charge an administrative fee of up to five hundred dollars (\$500.00), as directed by the court, in addition to any deferral fee otherwise authorized by law. (Ord. 2012-11, 6-5-2012)

(State Law References: 11 O.S. §27-126; 28 O.S. §153.3; 20 O.S. §§ 1313.2- 1313.4)

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 1, Chapter 11, Section 1-11-8 of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this __ day of September, 2017.

CITY OF ENID, OKLAHOMA

William E. Shewey, Mayor

(SEAL)

ATTEST:

Alissa Lack, City Clerk

Approved as to Form and Legality:

Carol Lahman, Interim City Attorney

Meeting Date: 09/19/2017

Submitted By: Kristin Martin, Executive Assistant

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 ADM MILLING 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 15.1. The City Commission and EEDA passed the Economic Development Project Plan on May 16, 2017. This item presents for consideration the Economic Development Agreement with ADM Milling. The Economic Development Agreement contemplates an investment in excess of \$32 million by ADM Milling to modernize its milling facilities in Enid in order to enhance efficiency. Specifically, ADM proposes to close both of the 7,500 cwt milling units and build a 15,000 cwt milling unit in its place. This replacement option would provide ADM with the most competitive manufacturing cost structure while providing the safest facility design for operations and food quality compliance. A new milling unit will reduce emergency downtime and allow the mill to consistently operate at capacity which will allow ADM to capture sales growth with new customers. The new Tax Increment District No. 8, City of Enid will provide an Investment Incentive to ADM equal to 50% of the new ad valorem taxes generated by the capital investment (preliminarily estimated at \$1.4 million over the approximately 11.5 year term of the TIF). The purpose of this incentive is to enhance the tax base and preserve employment opportunities within the City. The remaining incremental ad valorem taxes will be utilized to fund (i) approximately \$350,000.00 in Traffic Improvements to North 4th Street (N. Allen Rd.) that will better serve the truck traffic supporting the ADM operations, along with Organizational Costs of the TIF, and (ii) accrue to the taxing jurisdictions as additional revenue (preliminarily estimated at \$1.05 million over the term of the TIF).

RECOMMENDATION:

Consider resolution with emergency.

PRESENTER:

Nate Ellis, Public Finance Law Group LLC Attorney

Attachments

Resolution
Security Agreement
Agreement
Final Invoice

RESOLUTION

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 ADM MILLING 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 ADM Milling Economic Development Project Plan dated April 17, 2017 (the "Project Plan") by Ordinance No. 2017-10 dated May 16, 2017 (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. 8, City of Enid (as more specifically described herein, the "Increment District"), pursuant to the Local Development Act; and

WHEREAS, the Authority, the City, and ADM Milling Co. (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 Investment 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 transactions contemplated herein be undertaken 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 19TH DAY OF SEPTEMBER, 2017.

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 6:30 o'clock P.M., on September 19, 2017, 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 19TH DAY OF SEPTEMBER, 2017.

THE CITY OF ENID, OKLAHOMA

(SEAL)

City Clerk

SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of the 19th day of September, 2017, 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 ADM Milling Economic Development Project Plan dated April 17, 2017 (the “Project Plan”) by Ordinance No. 2017-10 dated May 16, 2017 (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. 8, City of Enid (as more specifically described herein, the “Increment District”), pursuant to the Local Development Act; and

WHEREAS, the City, the Authority, and ADM Milling Co. (including its successors and assigns, the “Company”) have heretofore entered into an Economic Development Agreement dated as of September 19, 2017 (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 Investment 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: An amount equal to 50% annually of the TIF Revenues 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 50% of TIF Revenues, an annual amount equal to \$87,500 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 \$350,000 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 19th day of September, 2017, by Bill Shewey, Chairperson of the Enid Economic Development Authority, a public trust, on behalf of the trust.

Notary Public

(SEAL)

My commission expires 08/26/2020.
My commission number 04007771.

STATE OF OKLAHOMA)
)SS
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me this 19th day of September, 2017, by Bill Shewey, Mayor of The City of Enid, Oklahoma, on behalf of the City.

Notary Public

(SEAL)

My commission expires 08/26/2020.
My commission number 04007771.

ECONOMIC DEVELOPMENT AGREEMENT

BY AND AMONG

ADM MILLING CO.

and

ENID ECONOMIC DEVELOPMENT AUTHORITY

and

THE CITY OF ENID, OKLAHOMA

Dated as of September 19, 2017

ECONOMIC DEVELOPMENT AGREEMENT

This ECONOMIC DEVELOPMENT AGREEMENT dated as of September 19, 2017 (the “Agreement”), by and among ADM MILLING CO., a Minnesota corporation (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 ADM Milling Economic Development Project Plan dated April 17, 2017 (the “Project Plan”) by Ordinance No. 2017-10 dated May 16, 2017 (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. 8, City of Enid (as more specifically described herein, the “Increment District”), pursuant to the Local Development Act; and

WHEREAS, the Project Plan supports the achievement of the economic development objectives of the City in accordance with previously approved strategies and plans to incentivize capital investment in existing facilities to serve as a catalyst for retaining and expanding employment in the area, attract major investment in the area, preserve and enhance the tax base and make possible investment, development, and economic growth that would be difficult or impossible without the project and the apportionment of ad valorem taxes from within the Increment District; and

WHEREAS, the Company proposes to modernize their milling facilities in the City to meet growing customer demands that require improved efficiencies, and such upgraded facilities will reduce emergency downtime and allow the mill to consistently operate at capacity allowing ADM to capture sales growth with new customers, which will encourage commerce and generate a corresponding growth in the local tax base (collectively, the “Project”); and

WHEREAS, the proposed Project is located on the east side of N. 4th Street, north and west of the Burlington Northern Railroad mainline, contiguous with the boundaries of Parcel ID 0000-05-55N-06W-3-312-00 (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 Investment Incentives (as defined herein) to maximize the amount of capital investment in 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 September 19, 2017, entered into by and among the Company, the City, and the Authority.

“Apportionment Fund” shall mean the Increment District No. 8, 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 ADM Milling Co., a Minnesota corporation.

“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. 8, City of Enid, Oklahoma, as established by the Local Act, generally described as an area on the east side of N. 4th Street, north and west of the Burlington Northern Railroad mainline, contiguous with the boundaries of Parcel ID 0000-05-55N-06W-3-312-00. See Exhibit A for a map showing the Increment District. See Exhibit B for a legal description of the area of the Increment District.

“Investment Incentives” shall mean the economic incentives in the form of assistance in development financing representing 50% of the total ad valorem taxes generated by long-term capital investment at the Project Site within the Increment District, all as more specifically described in Article II herein.

“Local Act” shall collectively mean Ordinance No. 2017-10 adopted and approved by the City on May 16, 2017, 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 new 15,000 cwt (cental or hundredweight) milling unit to replace both of the existing 7,500 cwt milling units 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 ADM Milling Economic Development Project Plan dated April 17, 2017, 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.

“Traffic Improvements” shall mean the infrastructure improvements to North 4th Street (N. Allen Rd.) that will better serve the truck traffic supporting facility operations. The scope of the Traffic Improvements will be to mill, overlay, and or replace portions of N. 4th Street as necessary to provide adequate infrastructure serving the ADM Milling operations.

“Security Agreement” shall mean the Security Agreement dated as of September 19, 2017, 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 capital investments 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 maximize the amount of capital investment at the ADM Milling facilities in order to provide a significant enhancement to the tax base long term, and will also encourage the retention, and if possible, the expansion of full-time employment opportunities at the facility.

The Company has proposed to invest in excess of \$32 million to modernize its facilities in the City, with the potential for expansion in the future. The Company proposes to close both of the 7,500 cwt milling units and build a 15,000 cwt milling unit in its place (collectively with related facility improvements, the “Project”). This replacement option would provide the Company with the most competitive manufacturing cost structure while providing the safest facility design for operations and food quality compliance. A new milling unit will reduce emergency downtime and

allow the mill to consistently operate at capacity which will allow the Company to capture sales growth with new customers. The Company estimates the current facilities can operate at a maximum efficiency of approximately 85%, and while the upgraded facility will be able to operate at close to 100% efficiency.

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 publicly owned traffic facilities and infrastructure, and certain Project Costs have been identified, including mill, overlay, and/or replacement of portions of North 4th Street (N. Allen Rd.) that will provide adequate infrastructure serving the ADM Milling operations (referred to herein as the “Traffic Improvements”), and these improvements are estimated to cost approximately \$300,000, and will be funded from a portion of the incremental revenues described herein. The purpose of the Traffic Improvements is to address deteriorating street conditions near the Project Site that are not otherwise included in the City’s capital infrastructure program. 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.

Additionally, economic incentives are proposed in the amount of 50% of the total annual ad valorem taxes generated by the capital investment (referred to herein as the “Investment Incentives”). The goal of the Investment Incentives is to maximize the amount of capital investment at the ADM facilities in order to provide a significant enhancement to the tax base long term. In order to incentivize the Company to maximize its capital investment at the Project Site, the Authority and the City will utilize Tax Increment revenues derived from the annual ad valorem tax payments to pay an amount equal to 50% of such ad valorem payments to the Company. The greater the aggregate taxable amount of investment, the larger the resulting annual Investment Incentive. There will be no limit on the aggregate total amount of Investment 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 the Investment Incentives. The 50% of the total ad valorem taxes generated by capital investment not utilized for incentives will directly benefit the affected taxing jurisdictions and pay and/or reimburse any remaining costs of the Traffic Improvements.

A related goal of the Investment Incentives is to encourage the retention, and if possible, the expansion of full-time employment opportunities at the facility; accordingly, qualifying for the Investment Incentives on an annual basis will require that the Company agree to maintain a minimum of fifty (50) full-time employees each calendar year (the “Minimum FTE Level”, as more specifically defined in Section 4.2 of this Agreement) for the duration of the Increment District.

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 Investment 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, in a manner that will result in ad valorem taxes that qualify for payment as an Investment Incentive. 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, INVESTMENT 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. 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 estimated at \$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 \$350,000 (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 not to exceed \$87,500 from the annual Tax Increment revenues derived from real and personal property ad valorem taxes generated within the Increment District until the full \$350,000.00 has been reimbursed to the City and/or the Authority. In the event the costs of the Traffic Improvements exceed the anticipated project budget of \$300,000.00, 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 50% of the annual Tax Increment revenues derived from real and personal property ad valorem taxes generated within the Increment District. Said Investment Incentive shall be payable within 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, 2028, 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 the assessed value thereof. Notwithstanding the forgoing, the annual obligation for payment of any amount of Investment Incentive shall require the Company to maintain the Minimum FTE Level, as more specifically set forth in Section 4.2 herein.

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 Investment 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 \$350,000, 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 Investment Incentives paid to the Company, provided however, all Investment Incentives shall be payable exclusively from the Tax Increment revenues derived from real and personal property ad valorem taxes generated within the Increment District.

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 shall construct and continue to operate the Project by making the capital investment necessary to upgrade the Company's facilities 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 TO MAINTAIN MINIMUM FTE LEVEL. The Company hereby agrees to maintain an annual average level of at least fifty (50) full-time employees (“FTE”) for the duration of the Increment District (the “Minimum FTE Level”). The number of FTE positions for each calendar year shall be determined by taking an average of the quarterly Oklahoma Employment Security Commission (“OESC”) reports filed by the Company for their facility located in the City for that calendar year (each year being the applicable “Annual FTE Level”). The Company will forfeit and not be eligible to receive the Investment Incentive for any calendar year that the Annual FTE Level falls below the Minimum FTE Level. The Company shall have the responsibility to submit a copy of each quarterly OESC report to the City Manager’s office at the end of each quarter to verify compliance. For clarification, the Company is not required to maintain at least fifty (50) FTE at all times, but must maintain an average of at least fifty (50) FTE for the four quarter period as calculated at the end of the respective calendar year (*i.e.*, the Annual FTE Level), in order to receive the Investment Incentive for that calendar year. Furthermore, the Annual FTE Level of any prior calendar year shall not have any effect on the calculation of the Annual FTE Level for the then current calendar year.

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 Investment 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.

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 to have reasonable access to the Project Site during normal business hours, 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. As the Project Site is an active construction and industrial/commercial site, the Authority and City will provide advance notice of at least 24 hours prior to proposed entry onto the Project Site.

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 Investment 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 Investment 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:

ADM Milling Co.
Attn: Vice President Operations
8000 W. 110th Street
Overland Park, KS 66210

With a Copy to:
Archer Daniels Midland Company
Attn: General Counsel
4666 Faries Parkway
Decatur, IL 62526

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 Investment Incentives, i.e. 50% of the Tax Increment revenues derived from real and personal property ad valorem taxes generated within the Increment District in each calendar year, 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. 8
- B. Exhibit B –Increment District Legal Description
- C. Exhibit C – Preliminary Project Site Development Plan

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 Investment Incentives in accordance with the terms herein. Notwithstanding the foregoing, the provisions of Section 6.6 shall continue following the payment of the Investment Incentives with respect to matters, events or circumstances occurring or arising prior to such time.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Company, the City, and the Authority have caused this Agreement to be duly executed and delivered as of the date first above written.

**ADM MILLING CO.
("COMPANY")**

By: _____
Name: Mark L. Kolkhorst
Title: President

STATE OF _____)
)SS
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public in and for said State on the ____ day of September, 2017, personally appeared Mark L. Kolkhorst, to me known to be President of ADM Milling Co., a Minnesota corporation, on behalf of said corporation.

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 _____.

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

(SEAL)

ATTEST:

By: _____
Name: Bill Shewey
Title: Chairman

By: _____
Name: Alissa Lack
Title: Secretary

STATE OF OKLAHOMA)
)SS
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me this 19th day of September, 2017, 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 08/26/2020.
My commission number 04007771.

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

(SEAL)

By: _____

Name: Bill Shewey

Title: Mayor

ATTEST:

By: _____

Name: Alissa Lack

Title: City Clerk

STATE OF OKLAHOMA)
)SS
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me this 19th day of September, 2017, 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 08/26/2020.

My commission number 04007771.

EXHIBIT A

MAP OF INCREMENT DISTRICT NO. 8

The boundaries of Increment District No. 8, City of Enid are contiguous with Parcel ID 0000-05-55N-06W-3-312-00. The subject parcel is located on the east side of N. 4th Street, north and west of the Burlington Northern Railroad mainline. Please see Exhibit B for a legal boundary description of Increment District No. 8.

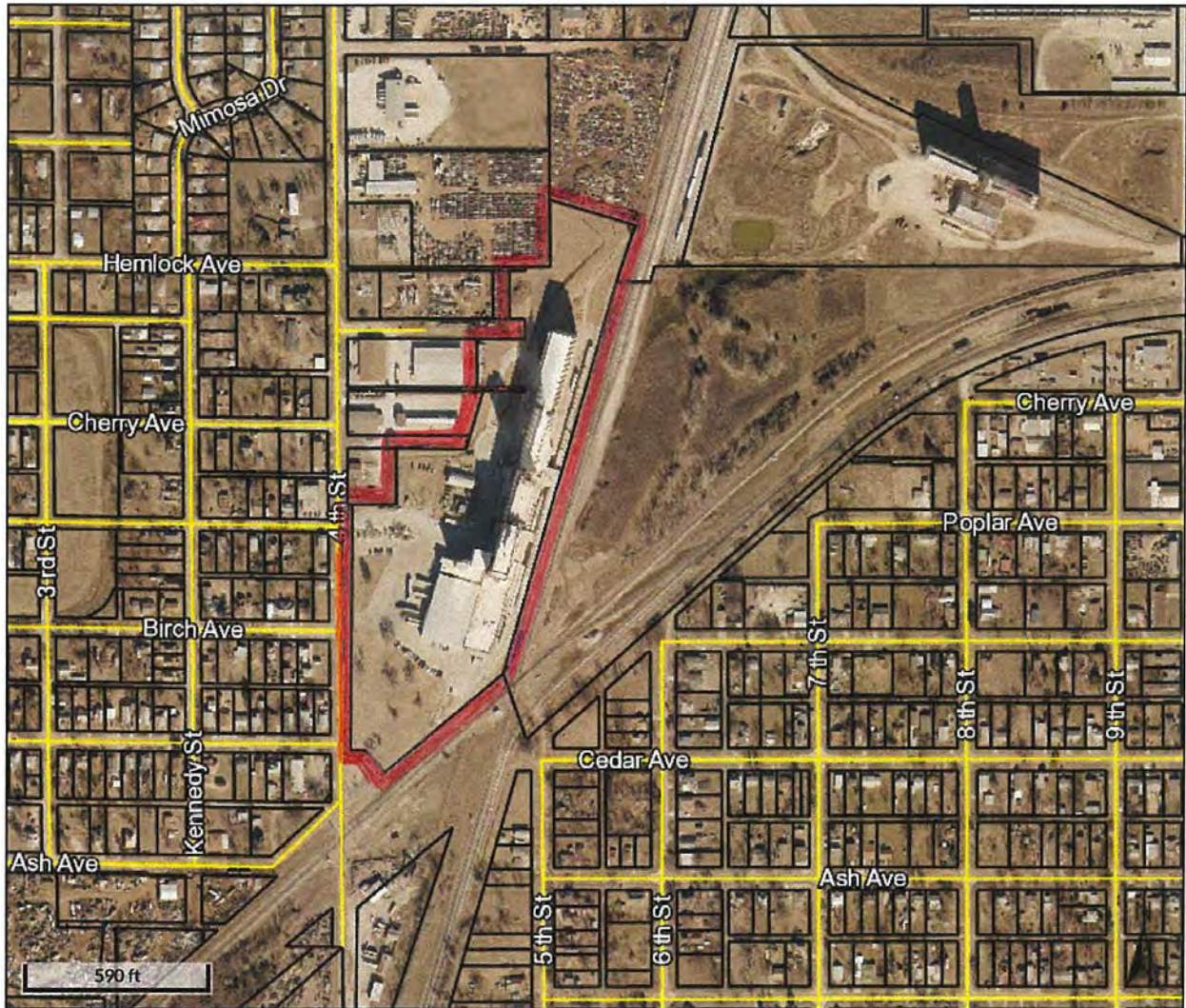


EXHIBIT B

INCREMENT DISTRICT LEGAL DESCRIPTION

INCREMENT DISTRICT NO. 8, CITY OF ENID

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

Tax ID: 21708 (Parcel ID: 0000-05-22N-06W-3-312-00)

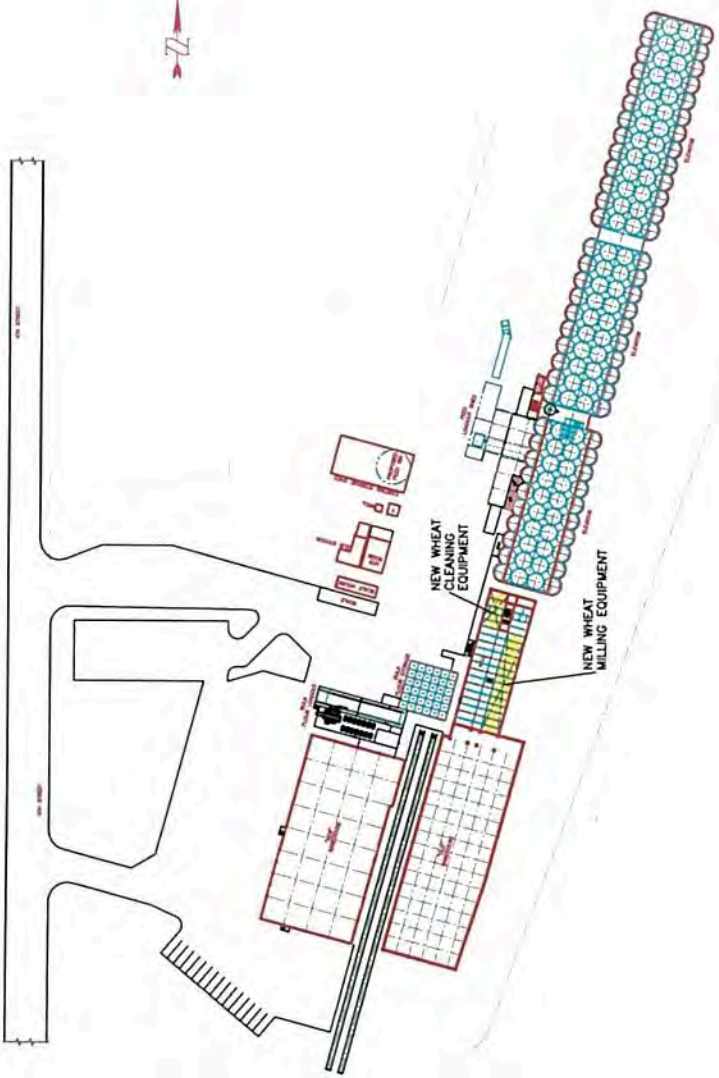
05-22N-06W Acres-16.5 sd-E57 UNPLATTED REAL ESTATE TR #312 IN W/2 5-22-6 BEG SW/C OF SW/4, N 957.2' E 33' & N48°09'51"E ON RRWY 165.65' TO PT OF BEG, N41°50'09"W 93.83', S89°38'19"W 45', N0°21'41"W 366.03', N0°21'41"W 400', S89°49'52"E 135', N0°21'41"W 176.75', S89°51'42"E 214.35', N16°10'36"E 186.34', S89°51'42"E 129.23', N0°21'06"W 11', N89°51'42"W 149', N0°21'06"W 150', S89°51'42"E 149', N0°21'06"W 60', N89°51'42"W 49', N0°21'06"W 150', S89°51'42"E 49', N0°21'06"W 11', S89°61'42"E 78.30', N0°22'48"W 213.20', S73°49'24"E 270.01', S16°10'36"W 144.20', S16°10'36"W 1183.98', S16°10'36"W 131.9', S48°09'51"W 462.75' (INCLUDES L1-19 ESTER, L1-4 B2 TUCKLE, & L1 B1 & L1-3 B2 CENTRAL HTS & S'LY TR IN L1 B6 NORMANDY

EXHIBIT C

PRELIMINARY PROJECT SITE DEVELOPMENT PLAN*

[See Following Page]

* Preliminary Layout; subject to change.



END PLOT PLAN

 ADM MILLING COMPANY ADM TECHNICAL SERVICE 1000 SOUTH MAIN ST. SUITE 100 P.O. BOX 1000 SALINA, KANSAS 67402-1000 <small>THIS DRAWING IS THE PROPERTY OF THE ARCHITECT DANIELS MCELAND CO. IT IS NOT TO BE PRINTED, PHOTOGRAPHED, COPIED, LOANED OR USED WITHOUT WRITTEN PERMISSION OF AN AUTHORIZED REPRESENTATIVE OF THE COMPANY.</small>		ADM MILLING COMPANY ENID, OKLAHOMA SITE PLAN	JULY 22 2018 SHEET NO. 000
DATE	SCALE	PROJECT NO.	DATE
	1"=60'-0"		
BY	DATE	BY	DATE



t 405.235.3413 • f 405.235.2807

5657 N. CLASSEN BOULEVARD, SUITE 100 • OKLAHOMA CITY, OK 73118

FEDERAL ID 56-2635360

9/19/2017

The City of Enid, Oklahoma

Invoice # 1378

**The City of Enid, Oklahoma
Increment District No. 8
(ADM Milling Project Plan)**

Fee and expenses for professional services (\$50,000.00) in capacity as Special Counsel in connection with the establishment of a tax increment district per the Agreement for Tax Increment Finance Counsel Services dated February 23, 2017

Amount due May 16, 2017	\$37,500.00
Previously Paid	\$37,500.00

Amount due September 19, 2017	\$12,500.00	12,500.00
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Total Due This Statement:

\$12,500.00

Wiring Instructions:
Bank of Oklahoma N.A.
201 Robert S. Kerr
Oklahoma City, OK 73102
Payable to: The Public Finance Law Group PLLC
Account No. 805481885
Routing No. 103900036

City Commission Meeting

9.1.

Meeting Date: 09/19/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

ACCEPT PROJECT WITH DOWNEY CONSTRUCTION, OKLAHOMA CITY, OKLAHOMA, FOR CONSTRUCTION OF THE 411 W. CHESTNUT DRAINAGE IMPROVEMENT, PROJECT NO. F-1205A.

BACKGROUND:

This project advances the City's goal of eliminating structural flooding, specifically at W. B. Johnston Grain Company, located on West Chestnut Avenue between Van Buren Street and Washington Street, which experiences flooding during high rainfall events.

A portion of the contributing drainage area consists of the Burlington Northern Santa Fe's (BNSF) yard. BNSF has agreed to participate in this project with a 50 percent cost share, not to exceed \$150,000.00. The project installed approximately 700 feet of storm water pipe on the public right-of-way to relieve flooding in the area.

This work was completed in 2014 at a contract cost of \$285,719.00 with a three (3) year maintenance bond and this action will formally accept the project for the record.

RECOMMENDATION:

Accept project.

PRESENTER:

Robert Hitt, P.E., City Engineer

City Commission Meeting

9.2.

Meeting Date: 09/19/2017

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,639,509.58.

Attachments

Claimslist

JP Morgan Claimslist

PURCHASE ORDER CLAIMS LIST

9/19/2017

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

01-02082	AT&T MOBILITY	PO0144047	MONTHLY SERVICE 8/17	\$5,171.47
01-03030	OK UNIFORM BUILDING CODE COMM	PO0144125	OUBCC FEES 8/17	\$760.00
01-03624	ALVA VETERINARY CLINIC	PO0144195	REIMB/SPAY/NEUTER	\$114.00
01-03661	RK BLACK, INC.	PO0144140	MONTHLY SERVICE 9/17	\$234.83
01-04687	EARNHEART OIL, INC.	PO0144286	DIESEL/ST	\$14,857.13
01-04687	EARNHEART OIL, INC.	PO0144287	UNLEADED/ST	\$14,542.81
01-05382	JORLIKIEP, ULIE	PO0144117	REFUND/PARK SHELTER PERMIT	\$45.00
01-15125	OK GAS & ELECTRIC	PO0144044	MONTHLY SERVICE 6/17	\$0.80
01-15125	OK GAS & ELECTRIC	PO0144044	MONTHLY SERVICE 8/17	\$61,033.89
01-15125	OK GAS & ELECTRIC	PO0144044	MONTHLY SERVICE 6/17	\$5.33
01-15125	OK GAS & ELECTRIC	PO0144044	MONTHLY SERVICE 8/17	\$6,860.45
01-15125	OK GAS & ELECTRIC	PO0144063	MONTHLY SERVICE 8/17	\$1,078.42
01-15125	OK GAS & ELECTRIC	PO0144065	MONTHLY SERVICE 8/17	\$2,348.56
01-15125	OK GAS & ELECTRIC	PO0144066	MONTHLY SERVICE 8/17	\$17,322.00
01-15125	OK GAS & ELECTRIC	PO0144067	MONTHLY SERVICE 8/17	\$1,104.91
01-15125	OK GAS & ELECTRIC	PO0144148	BILLING ERROR 2/17	\$41.90
01-15125	OK GAS & ELECTRIC	PO0144272	MONTHLY SERVICE 8/17	\$512.89
01-16010	PIONEER TELEPHONE CO., INC.	PO0144141	MONTHLY SERVICE 9/17	\$245.99
01-19047	AT & T	PO0144238	MONTHLY SERVICE 9/17	\$1,728.93
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0144164	REIMB/SPAY/NEUTER	\$135.00
01-33090	CAT CLINIC, INC.	PO0144165	REIMB/SPAY/NEUTER	\$190.00
01-53300	ANIMAL CARE OF ENID, INC.	PO0144163	REIMB/SPAY/NEUTER	\$265.00
01-67400	WESTEL	PO0144147	MONTHLY SERVICE 9/17	\$477.42
01-80343	FENTRESS OIL COMPANY, INC.	PO0144274	OIL/ST	\$775.00
01-80343	FENTRESS OIL COMPANY, INC.	PO0144276	OIL/ST	\$534.60
N.A. TOTAL				\$130,386.33

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

01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$263.16
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0144224	JANITORIAL SERVICE 8/17	\$1,514.24
01-05097	CENTRAL NATIONAL BANK CENTER	PO0144269	SESAME STREET TICKETS (20)	\$360.00
ADM. SERVICES TOTAL				\$2,137.40

FUND 10 **DEPT 110 - HUMAN RESOURCES**

01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$66.94
01-02082	AT&T MOBILITY	PO0144261	MONTHLY DATA PLAN 8/17	\$15.75
01-05017	ENID TYPEWRITER CO., INC.	PO0144257	INK CARTRIDGE	\$145.00
01-05134	ENID NEWS & EAGLE	PO0144262	ADVERTISING 8/17	\$423.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0144266	DRUG SCREEN	\$50.00
HUMAN RESOURCES TOTAL				\$700.69

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

01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$40.00
01-03921	EXPRESS SCRIPTS, INC.	PO0144045	WC/MEDICAL	\$104.68
01-03921	EXPRESS SCRIPTS, INC.	PO0144051	WC/MEDICAL	\$1,245.70
01-03921	EXPRESS SCRIPTS, INC.	PO0144162	WC/MEDICAL	\$93.34
01-03921	EXPRESS SCRIPTS, INC.	PO0144265	WC/MEDICAL	\$66.59
01-04618	ARENS, EDWARD C/O LOBAUGH LAW FIRM	PO0144160	WC/TRAVEL REIMB	\$98.44
01-05117	CENTRALINK CARE MGMT	PO0144204	WC/MEDICAL	\$100.00
01-05117	CENTRALINK CARE MGMT	PO0144259	WC/MEDICAL	\$100.00
01-05266	FIRSTCHOICE HEALTHCARE, P.C.	PO0144161	WC/MEDICAL	\$128.00
01-33380	OPFER, DAVID	PO0144039	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0144126	WC/MEDICAL	\$317.36
LEGAL SVCS. TOTAL				\$2,611.47

FUND 10 DEPT 150 - PR/MARKETING

01-01163	ADVANCED WATER SOLUTIONS	PO0144186	WATER COOLER RENTAL 8/17	\$33.30
01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$232.88
01-02421	SUDDENLINK	PO0144187	MONTHLY SERVICE 9/17	\$402.94
01-02511	SILAS SR., DERRICK	PO0144289	REIMB/TRAVEL/CMA CONF	\$1,160.46
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0144224	JANITORIAL SERVICE 8/17	\$60.00
01-72920	EAGLE MARKETING, INC.	PO0144179	CHAMBER DIRECTORY 2017	\$461.00
PR/MARKETING TOTAL				\$2,350.58

FUND 10 DEPT 200 - GENERAL GOVERNMENT

01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$533.62
01-11074	KLINE SIGN, LLC	PO0144038	BILLBOARD REMOVAL	\$1,800.00
01-16087	PORTERFIELD SURVEYING	PO0144061	SURVEY/HOTEL DEVELOPMENT	\$4,160.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0144168	PUBLICATIONS	\$110.60
01-42400	AT & T	PO0144060	MONTHLY SERVICE 8/17	\$480.11
GENERAL GOVERNMENT TOTAL				\$7,084.33

FUND 10 DEPT 210 - ACCOUNTING

01-01163	ADVANCED WATER SOLUTIONS	PO0144106	WATER COOLER RENTAL 9/17	\$36.85
01-15000	OKLAHOMA STATE UNIVERSITY	PO0144256	OMCTFOA REGIST CONF (2)	\$428.00
01-72350	SUMMIT BUSINESS SYS., INC.	PO0144223	ANNUAL SORTER MAINT RENEWAL	\$2,860.00
ACCOUNTING TOTAL				\$3,324.85

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$248.00
INFORMATION TECHNOLOGY TOTAL				\$248.00

FUND 10 DEPT 350 - CODE ENFORCEMENT

01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$114.99
01-02639	RON'S MOWING SERVICE	PO0144057	MOW/1132 E GARRIOTT	\$140.00
01-02639	RON'S MOWING SERVICE	PO0144057	MOW/N MARKET/GARRIOTT	\$140.00
01-04732	DEAL LAWN CARE	PO0144059	MOW/1328 E CHEROKEE	\$75.00
01-04732	DEAL LAWN CARE	PO0144059	MOW/415 N JOHNSON	\$75.00
01-04732	DEAL LAWN CARE	PO0144059	MOW/716 E CHESTNUT	\$75.00
01-04732	DEAL LAWN CARE	PO0144059	MOW/2414 N JEFFERSON	\$150.00
01-04732	DEAL LAWN CARE	PO0144166	MOW/1910 W MAPLE	\$75.00
01-04732	DEAL LAWN CARE	PO0144166	MOW/464 E WABASH	\$75.00
01-04732	DEAL LAWN CARE	PO0144174	MOW/1402 S LEONA MITCHELL	\$150.00
01-04732	DEAL LAWN CARE	PO0144174	MOW/1209 E MAINE	\$150.00
01-04732	DEAL LAWN CARE	PO0144174	MOW/427 N 11TH	\$75.00
01-04732	DEAL LAWN CARE	PO0144174	MOW/457 E IOWA	\$75.00
01-04732	DEAL LAWN CARE	PO0144174	MOW/463 E IOWA	\$75.00
01-04732	DEAL LAWN CARE	PO0144174	MOW/471 E IOWA	\$75.00
01-04766	CLM MOWING	PO0144056	MOW/218 E YORK	\$60.00
01-04766	CLM MOWING	PO0144056	MOW/2115 E RANDOLPH	\$60.00
01-04766	CLM MOWING	PO0144096	MOW/2005 E OAK	\$60.00
01-04766	CLM MOWING	PO0144096	MOW/1830 E LOCUST	\$150.00
01-04766	CLM MOWING	PO0144096	MOW/2313 E ASH	\$210.00
01-05295	GORE GROUND WORKZ	PO0144058	MOW/729 N 6TH	\$65.00
01-05295	GORE GROUND WORKZ	PO0144058	MOW/830 E ELM	\$120.00
01-05295	GORE GROUND WORKZ	PO0144058	MOW/530 N 5TH	\$65.00
01-05295	GORE GROUND WORKZ	PO0144058	MOW/902 E ELM	\$65.00
01-05295	GORE GROUND WORKZ	PO0144058	MOW/1121 W WALNUT	\$300.00
01-05295	GORE GROUND WORKZ	PO0144058	MOW/720 CHISHOLM TRAIL	\$65.00
01-05295	GORE GROUND WORKZ	PO0144104	MOW/1420 W PINE	\$65.00
01-05295	GORE GROUND WORKZ	PO0144104	MOW/2417 E EUCALYPTUS	\$65.00
01-05295	GORE GROUND WORKZ	PO0144104	MOW/1006 N 11TH	\$65.00
01-05295	GORE GROUND WORKZ	PO0144175	MOW/1309 SENECA	\$65.00
01-05295	GORE GROUND WORKZ	PO0144175	MOW/927 E OKLAHOMA	\$65.00

01-05295	GORE GROUND WORKZ	PO0144175	MOW/1602 E OKLAHOMA	\$120.00
01-05295	GORE GROUND WORKZ	PO0144175	MOW/1314 E OKLAHOMA	\$65.00
01-05295	GORE GROUND WORKZ	PO0144175	MOW/313 E OHIO	\$120.00
01-05295	GORE GROUND WORKZ	PO0144175	MOW/1415 E OKLAHOMA	\$120.00
01-05324	BIG K MOWING	PO0144100	MOW/1025 N 13TH	\$75.00
01-05324	BIG K MOWING	PO0144100	MOW/1210 W OAK	\$75.00
01-05324	BIG K MOWING	PO0144189	MOW/321 N 15TH	\$75.00
01-05328	E & H TREE TRIMMING AND REMOVAL, L	PO0144178	MOW/623 E WABASH	\$400.00
01-08022	HUGHES LUMBER CO., LLC	PO0144054	STAKES	\$45.57
01-16004	PDQ PRINTING	PO0144055	BUSINESS CARDS (3)	\$135.00
01-16145	PETTY CASH	PO0144297	REIMB/FILING FEES	\$667.00
CODE ENFORCEMENT TOTAL				\$4,962.56

FUND 10 DEPT 400 - ENGINEERING

01-01163	ADVANCED WATER SOLUTIONS	PO0144122	WATER COOLER RENTAL 9/17	\$43.50
01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$1,462.78
01-02116	MESHEK & ASSOCIATES, PLC	PO0143355	G-1801A GIS HOSTING/METERS	\$9,337.34
01-16004	PDQ PRINTING	PO0144173	BUSINESS CARDS (2)	\$120.00
01-16145	PETTY CASH	PO0144290	REIMB/TRAVEL/APWA CONF/R HITT	\$382.02
ENGINEERING TOTAL				\$11,345.64

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$603.31
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0144224	JANITORIAL SERVICE 8/17	\$1,514.24
PUBLIC WORKS MGMT TOTAL				\$2,117.55

FUND 10 DEPT 710 - FLEET MAINTENANCE

01-00146	CINTAS CORPORATION LOC. 624	PO0144099	UNIFORM RENTALS (8)	\$40.02
01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$93.16
01-01908	DOUBLE CHECK COMPANY, INC.	PO0144092	FUEL PUMP REPAIR	\$284.01
01-03608	GARFIELD PANEL & SUPPLY, INC.	PO0144101	NUTS/BOLTS/WASHERS	\$180.59
01-05246	ALKOTA OF KANSAS, LLC	PO0144090	HOTSY GUN REPAIR	\$251.23
01-05246	ALKOTA OF KANSAS, LLC	PO0144090	HOTSY SOAP	\$330.00
01-13218	MYERS TIRE SUPPLY, INC.	PO0144095	TIRE REPAIR SUPPLIES	\$565.66
01-19165	STEVENS FORD, INC.	PO0144138	V307 CONTROL MODULE	\$874.75
01-35300	UNIFIRST, INC.	PO0144098	SHOP TOWEL SERVICE	\$325.72
FLEET MAINTENANCE TOTAL				\$2,945.14

FUND 10 DEPT 730 - PARKS & RECREATION

01-00146	CINTAS CORPORATION LOC. 624	PO0144048	UNIFORM RENTALS (25)	\$139.79
01-00146	CINTAS CORPORATION LOC. 624	PO0144176	UNIFORM RENTALS (13)	\$72.51
01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$9,995.04
01-05026	LESLIE'S SWIMMING POOL SUPPLIES	PO0143051	CHLORINE TABLETS (16)	\$2,189.92
01-05270	ZALOUDEK, FW & SONS	PO0144119	V166/V539/V544/V547/WHEEL ASSEMBLY	\$1,069.83
01-05270	ZALOUDEK, FW & SONS	PO0144119	V539 FORK/BELT/BEARING	\$270.01
01-40180	WAY OUT WEST	PO0144115	BOOTS/M ROBERTS	\$125.00
01-40180	WAY OUT WEST	PO0144242	BOOTS/J HAMBLIN	\$125.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0144103	DIESEL ADDITIVE	\$126.43
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0144103	ETHANOL SHIELD	\$126.43
PARKS & RECREATION TOTAL				\$14,239.96

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.

01-00146	CINTAS CORPORATION LOC. 624	PO0144068	UNIFORM RENTALS (17)	\$93.34
01-00447	FRONTIER EQUIP. SALES, LLC	PO0144094	V119 HOSE	\$86.07
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0144118	V119 ACCELERATOR PEDAL	\$296.31
01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$2,969.69
01-02243	BB MACHINE & SUPPLY, INC.	PO0144075	V568/V569 BLADES/BOLTS	\$739.04
01-03000	CARTER PAINT CO.	PO0144107	TRACK HOE PAINT	\$253.78

01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0144120	V119 MANIFOLD	\$537.18
01-04207	FOUR J'S TIRE SERVICE, LLC	PO0144285	V119 TIRE	\$190.00
01-05005	ENID CONCRETE CO., INC.	PO0144080	CONCRETE	\$227.50
01-05005	ENID CONCRETE CO., INC.	PO0144229	CONCRETE	\$3,647.20
01-05270	ZALOUDEK, FW & SONS	PO0144074	V543 BEARINGS	\$68.44
01-05270	ZALOUDEK, FW & SONS	PO0144074	V550 PULLEY	\$29.30
01-05270	ZALOUDEK, FW & SONS	PO0144074	V190 BLADES (10)	\$165.37
01-11060	KIRBY-SMITH OKLAHOMA	PO0143060	EXCAVATOR RENTAL	\$850.00
01-33210	P & K EQUIPMENT, INC.	PO0144077	V570 DRAWBAR	\$370.03
01-33210	P & K EQUIPMENT, INC.	PO0144097	V570 GLASS	\$292.10
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0144103	DIESEL ADDITIVE	\$126.43
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0144103	ETHANOL SHIELD	\$126.43
01-59360	FASTENAL COMPANY	PO0144079	SCREWS (50)	\$6.21
01-80153	KINNUNEN, INC.	PO0144076	SAFETY VESTS (28)	\$725.64
STRMWTR & ROADWAY MAINT. TOTAL				\$11,800.06

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$6,292.67
01-07030	GADES SALES CO., INC.	PO0143642	VIDEO PROCESSOR/POWER BOARD	\$7,695.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0144103	DIESEL ADDITIVE	\$126.43
TECHNICAL SERVICES TOTAL				\$14,114.10

FUND 10 DEPT 900 - LIBRARY

01-00085	PITNEY BOWES	PO0144185	POSTAGE LEASE 9/17	\$94.44
01-00793	ONESOURCE MANAGED SERVICES	PO0144170	PRINTER MAINT/USAGE 9/17	\$541.82
01-01163	ADVANCED WATER SOLUTIONS	PO0144171	BOTTLED WATER	\$33.25
01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$4,930.36
01-03454	OCLC ONLINE COMPUTER LIBRARY CENTE	PO0144293	ONLINE SUBSCRIPTION 9/17	\$1,256.48
01-04487	BELLWETHER MEDIA, INC.	PO0144236	BOOKS (61)	\$1,094.95
01-13089	MERRIFIELD OFFICE SUPPLY	PO0144172	PAPER/PAPER CLIPS	\$166.56
01-15006	OK GLASS & WALLPAPER	PO0144192	DOOR ADJUSTMENT	\$28.00
01-37230	HERITAGE ROOFING SYSTEMS, INC.	PO0144184	ROOF REPAIR	\$500.00
01-72920	EAGLE MARKETING, INC.	PO0144169	ADVERTISING	\$654.00
LIBRARY TOTAL				\$9,299.86

FUND 10 DEPT 950 - SALES TAX TRANS.

01-03060	CENTRAL NATIONAL BANK	PO0144213	EMA SALES TAX TRANSFER 8/17	\$746,918.77
01-19099	SECURITY NATIONAL BANK	PO0144216	SCHOOL SALES TAX TRANSFER 8/17	\$101,721.00
01-19099	SECURITY NATIONAL BANK	PO0144217	EMA KAW SALES TAX TRANSFER 8/17	\$560,189.08
01-77520	BANK OF OKLAHOMA, NA	PO0144215	SCHOOL BOND TAX TRANSFER 8/17	\$85,008.69
SALES TAX TRANS. TOTAL				\$1,493,837.54

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$659.20
01-03363	ATHENS TECHNICAL SPECIALISTS, INC.	PO0143364	CONFLICT MONITOR TESTER	\$14,560.00
01-05287	OSBURN ASSOCIATES, INC.	PO0144232	M-1713A VINYL SHEETING	\$1,746.00
01-05303	S & S COATING, LLC	PO0144167	M-1713A SANDBLAST SIGNS/POLES	\$750.00
01-05376	DENT BREAKAWAY IND.	PO0143794	M-1713A SIGNS/POLES (2)	\$2,473.60
01-58740	STUART C. IRBY	PO0141873	M-1713A SIGN BASES (2)	\$1,552.10
CAPITAL ASSETS & PROJECTS TOTAL				\$21,740.90

FUND 12 DEPT 125 - SPECIAL PROJECT

01-04009	COVERTRACK GROUP, INC.	PO0144249	SUBSCRIPTION RENEW 12/17-12/18	\$1,200.00
SPECIAL PROJECT TOTAL				\$1,200.00

FUND 14 DEPT 145 - HEALTH FUND

01-01869	DEARBORN LIFE INSURANCE CO.	PO0144294	INSURANCE PREMIUM 9/17	\$2,778.31
01-05103	SA BENEFIT SERVICES, LLC	PO0144295	STOP LOSS FEES 9/17	\$20,642.56
01-05383	INTEGRIS BASS BAPTIST	PO0144137	WELLNESS DOLLARS	\$50.00
01-64810	WORKSITE BENEFIT PLANS, INC.	PO0144255	125 PLAN FEES 9/17	\$459.80
01-78180	BLUE CROSS BLUE SHIELD OK	PO0144234	DENTAL FEES 8/17	\$1,800.44
01-78180	BLUE CROSS BLUE SHIELD OK	PO0144234	DENTAL CLAIMS 8/17	\$16,610.48
01-78180	BLUE CROSS BLUE SHIELD OK	PO0144234	HEALTH ADMIN FEES 8/17	\$19,698.24
01-78180	BLUE CROSS BLUE SHIELD OK	PO0144234	HEALTH CLAIMS 8/17	\$503,585.66
HEALTH FUND TOTAL				\$565,625.49

FUND 20 DEPT 205 - AIRPORT

01-00280	JOHN DEERE COMPANY	PO0142466	TRACTOR/FRONT END LOADER	\$64,408.46
01-00540	SIMONS PETROLEUM, LLC	PO0144084	UNLEADED	\$791.34
01-01338	J & P SUPPLY, INC.	PO0144049	TOWELS/TISSUE	\$107.70
01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$993.23
01-02269	CEC CORPORATION	PO0142519	A-1701A PROFESSIONAL SERVICE	\$14,166.67
01-15006	OK GLASS & WALLPAPER	PO0144116	TOWER DOOR GLASS	\$417.00
01-16145	PETTY CASH	PO0144291	REIMB/TRAVEL/OACB/D OHNESORGE	\$164.67
01-42400	AT & T	PO0144060	MONTHLY SERVICE 8/17	\$257.62
01-80343	FENTRESS OIL COMPANY, INC.	PO0144085	OIL/ST	\$335.72
AIRPORT TOTAL				\$81,642.41

FUND 22 DEPT 000 - GOLF STOCK

01-05230	POPE DISTRIBUTING CO, INC.	PO0144042	BEER/ST	\$570.20
01-05240	ACUSHNET COMPANY	PO0144110	PROSHOP/ST	\$824.15
01-05240	ACUSHNET COMPANY	PO0144181	PROSHOP/ST	\$519.17
01-05240	ACUSHNET COMPANY	PO0144288	PROSHOP/ST	\$1,303.20
01-07022	GREAT PLAINS COCA-COLA	PO0144111	SNACKBAR/ST	\$433.60
01-13145	MID-AMERICA WHOLESale, INC.	PO0144043	SNACKBAR/ST	\$343.36
01-13145	MID-AMERICA WHOLESale, INC.	PO0144108	SNACKBAR/ST	\$52.69
GOLF STOCK TOTAL				\$4,046.37

FUND 22 DEPT 225 - GOLF

01-01338	J & P SUPPLY, INC.	PO0144091	TOWELS/TISSUE/LINERS/AEROSOL	\$464.70
01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$525.21
01-02539	BWI COMPANIES, INC.	PO0144088	FERTILIZER	\$477.72
01-02674	P & K EQUIPMENT, INC. STILLWATER	PO0144078	WHEEL ASSEMBLY (3)/LEASED MOWER	\$261.45
01-04173	DE LAGE PUBLIC FINANCE, LLC.	PO0144083	GRINDER LEASE 10/17	\$377.15
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0144224	JANITORIAL SERVICE 8/17	\$675.61
01-04568	HARRELL'S, LLC	PO0144081	FERTILIZER/INSECTICIDE	\$614.83
01-04744	CHELSEA INFORMATION SYSTEMS, INC.	PO0144190	HOSTED RESERVATIONS 10/17	\$245.00
01-05160	VGM FINANCIAL SERVICES	PO0144112	UTILITY TRUCK LEASE 8/17	\$365.95
01-05160	VGM FINANCIAL SERVICES	PO0144113	GREENS MOWER LEASE 8/17	\$690.60
01-05165	MOHAWK MATERIALS CO., INC	PO0144250	SAND	\$1,995.00
01-13145	MID-AMERICA WHOLESale, INC.	PO0144043	SNACKBAR SUPPLIES	\$144.52
01-13145	MID-AMERICA WHOLESale, INC.	PO0144108	SNACKBAR SUPPLIES	\$22.53
01-13170	MIDWEST COMPUTERS & MORE, INC.	PO0144082	THERMAL PAPER	\$207.70
01-38030	DAL SECURITY, INC.	PO0144093	SYSTEM REPAIR/UPGRADES	\$365.75
01-38030	DAL SECURITY, INC.	PO0144093	MONTHLY MONITORING 9/17	\$78.00
GOLF TOTAL				\$7,511.72

FUND 30 DEPT 305 - STREET & ALLEY

01-05387	GARFIELD COUNTY DISTRICT 1	PO0144228	ASPHALT COVER/AIRPORT/LANDFILL	\$9,756.11
01-60230	RICK LORENZ CONSTRUCTION	PO0142455	R-1702A 2017 STREET PROGRAM	\$25,060.81
STREET & ALLEY TOTAL				\$34,816.92

FUND 31 DEPT 230 - UTILITY BILLING

01-01163	ADVANCED WATER SOLUTIONS	PO0144245	WATER COOLER RENTAL 9/17	\$50.15
01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$40.93
UTILITY BILLING TOTAL				\$91.08

FUND 31 DEPT 760 - SOLID WASTE SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0144068	UNIFORM RENTALS (8)	\$46.66
01-00146	CINTAS CORPORATION LOC. 624	PO0144068	SHOP TOWEL SERVICE	\$38.76
01-00146	CINTAS CORPORATION LOC. 624	PO0144176	UNIFORM RENTALS (18)	\$96.91
01-00146	CINTAS CORPORATION LOC. 624	PO0144247	UNIFORM RENTALS (8)	\$85.42
01-00159	UNITED STATES GYPSUM COMPANY	PO0143737	CRUSHER RUN	\$907.20
01-01163	ADVANCED WATER SOLUTIONS	PO0144252	WATER COOLER RENTAL 9/17	\$30.00
01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$4,679.73
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0144271	NUTS/BOLTS (10)	\$50.60
01-03110	VERMEER GREAT PLAINS	PO0143357	V252 BELTS	\$6,056.19
01-03110	VERMEER GREAT PLAINS	PO0143050	V257 FEEDER CHAIN	\$2,763.32
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0144120	V261 BATTERIES (2)	\$482.82
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0144226	V261 SERVICE AGREEMENT	\$1,756.48
01-03921	EXPRESS SCRIPTS, INC.	PO0144162	WC/MEDICAL	\$255.59
01-03921	EXPRESS SCRIPTS, INC.	PO0144265	WC/MEDICAL	\$424.07
01-04207	FOUR J'S TIRE SERVICE, LLC	PO0144285	V225/V244/V246 TIRES (5)	\$1,085.00
01-04560	DOCUGUARD	PO0144268	RECYCLING SERVICE 7/17	\$4,014.69
01-04833	OKLAHOMA SPINE AND MUSCULOSKELETAL	PO0144050	WC/MEDICAL	\$88.74
01-04962	COMMUNITY NATIONAL BANK OF OKARCHE	PO0142913	DOZER LEASE 9/17	\$6,508.65
01-04962	COMMUNITY NATIONAL BANK OF OKARCHE	PO0142912	COMPACTOR LEASE 9/17	\$7,906.67
01-05309	CHEM-CAN BUILDING & CONSTRUCTION S	PO0144196	PORTABLE TOILET RENTAL 8/17	\$160.00
01-05309	CHEM-CAN BUILDING & CONSTRUCTION S	PO0144183	PORTABLE TOILET RENTAL 7/17	\$160.00
01-07102	GARFIELD R W D #5	PO0144109	MONTHLY SERVICE 8/17	\$45.13
01-21001	UNITED ENGINES, INC.	PO0144139	V223/V225/V246/V248 HYDRAULIC FILTERS (6)	\$885.26
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0144103	DIESEL ADDITIVE	\$126.43
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0144103	ETHANOL SHIELD	\$126.43
01-76490	ENID EYE CLINIC	PO0144201	WC/MEDICAL	\$95.00
01-80189	THE CAREL CORPORATION	PO0144194	LANDFILL RESAMPLING REPORT	\$545.00
01-80246	ATWOODS	PO0144053	WEED EATER/BOOM KIT/PUMP	\$505.93
01-80246	ATWOODS	PO0144086	SPRAYER REPAIR	\$18.93
01-80246	ATWOODS	PO0144089	GRINDING WHEELS (2)	\$5.98
01-80246	ATWOODS	PO0144248	WATER/TRIMMER LINE/TERMINAL KIT	\$231.17
01-80343	FENTRESS OIL COMPANY, INC.	PO0144114	OIL	\$524.00
01-80343	FENTRESS OIL COMPANY, INC.	PO0144114	DEF FLUID/ALL VEHICLES	\$237.74
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0144069	KEYS (15)/FITTINGS	\$25.32
SOLID WASTE SERVICES TOTAL				\$40,969.82

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$57.66
PUBLIC UTILITIES MGMT TOTAL				\$57.66

FUND 31 DEPT 790 - WATER PRODUCTION

01-00146	CINTAS CORPORATION LOC. 624	PO0144282	UNIFORM RENTALS (10)	\$55.30
01-01005	ALFALFA ELECTRIC COOPERATIVE	PO0144270	MONTHLY SERVICE 9/17	\$12,104.14
01-01178	ACCURATE, INC.	PO0144260	SAMPLE ANALYSIS	\$990.00
01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$117.74
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0144253	SAMPLE ANALYSIS	\$165.06
01-05390	HEDGES CONSTRUCTION CO	PO0144298	WATERLINE DITCH REPAIR	\$750.00
01-13223	M&M SUPPLY COMPANY	PO0144283	CAPS (2)	\$48.44
01-16145	PETTY CASH	PO0144292	REIMB/CDL RENEW/T KELLEY	\$56.50
01-19047	AT & T	PO0144284	MONTHLY SERVICE 9/17	\$465.54
01-26005	ZEE MEDICAL SERVICE COMPANY	PO0144052	GLOVES	\$91.50
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0144103	DIESEL ADDITIVE	\$252.86

01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0144103	ETHANOL SHIELD	\$126.43
01-67710	HAYNES EQUIPMENT CO.	PO0144219	CONNECTORS/GASKETS	\$1,021.14
01-80246	ATWOODS	PO0144123	BATTERIES (2)	\$35.98
01-80258	BRENNTAG SOUTHWEST, INC.	PO0142828	CHLORINE 9/17	\$3,497.60
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0144254	PRESSURE GAUGE	\$14.99
WATER PRODUCTION TOTAL				\$19,793.22

FUND 31 DEPT 795 - WATER RECLAMATION SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0144127	UNIFORM RENTALS (26)	\$196.32
01-01783	JP MORGAN SEED	PO0144214	CHASE PAYMENT	\$2,168.21
01-01943	JOHNSTON SEED COMPANY, INC.	PO0144072	HERBICIDE	\$191.50
01-02053	BAKERS ALTERNATOR-STARTER, INC.	PO0144121	V345 STARTER	\$270.15
01-02243	BB MACHINE & SUPPLY, INC.	PO0144102	V447 BELTS	\$22.96
01-04033	DOLESE BROTHERS CO., INC.	PO0144087	CRUSHER RUN	\$364.36
01-04033	DOLESE BROTHERS CO., INC.	PO0144200	ROCK	\$201.15
01-04207	FOUR J'S TIRE SERVICE, LLC	PO0144251	V339 TIRES (4)	\$1,441.30
01-04949	APS FIRECO OKLAHOMA CITY, LLC	PO0144124	ANNUAL FIRE EXT INSPECTIONS/MAINT (19)	\$190.60
01-05005	ENID CONCRETE CO., INC.	PO0144221	CONCRETE	\$1,137.50
01-05200	WINCAN LLC	PO0144220	ANNUAL SERVICE TECH SUPPORT RENEW	\$1,500.00
01-08022	HUGHES LUMBER CO., LLC	PO0144073	CONCRETE	\$8.16
01-11074	KLINE SIGN, LLC	PO0144136	CRANE RENTAL	\$210.00
01-15083	OK CONTRACTORS SUPPLY	PO0144071	ADAPTERS (20)	\$280.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0144103	ETHANOL SHIELD	\$126.43
WATER RECLAMATION SERVICES TOTAL				\$8,308.64

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$2,099.57
01-02021	B'S QUALITY DOOR, INC.	PO0144180	OVERHEAD DOOR REPAIR	\$133.55
01-02094	AIR MAC, INC.	PO0144128	PUMP REPAIR	\$980.00
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0144224	JANITORIAL SERVICE 8/17	\$622.44
WASTEWATER PLANT MGMT TOTAL				\$3,835.56

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

01-02845	ENID REGIONAL DEVELOPMENT ALLIANCE	PO0143743	ECONOMIC DEVELOPMENT SERVICE	\$137,500.00
E.E.D.A. TOTAL				\$137,500.00

FUND 33 DEPT 335 - V.D.A.

01-01227	AUTRY VO-TECH CENTER	PO0144143	TUITION ASSISTANCE	\$699.00
01-05297	COLBY, SANDRA	PO0144205	REIMB/TEXTBOOK	\$25.00
01-43101	NORTHWESTERN OK ST UNIVERSITY	PO0144144	TUITION ASSISTANCE	\$300.00
01-74730	NORTHERN OKLAHOMA COLLEGE	PO0144142	TUITION ASSISTANCE	\$300.00
V.D.A. TOTAL				\$1,324.00

FUND 40 DEPT 405 - CAPITAL IMPROVEMENT

01-01770	EASLEY ASSOCIATES, INC.	PO0141632	P-1601A PROFESSIONAL SERVICE	\$11,200.00
01-08060	HENSON CONSTRUCTION CO., INC.	PO0142513	P-1601A TRAILHEAD/DON HASKINS PARK	\$14,498.90
01-60230	RICK LORENZ CONSTRUCTION	PO0141905	M-1707A 2017 ADA COMPLIANCE	\$7,058.46
CAPITAL IMPROVEMENT TOTAL				\$32,757.36

FUND 42 DEPT 425 - SANITARY SEWER FUND

01-12007	LUCKINBILL, INC.	PO0141355	S-1704B VIDEO INSPECTIONS	\$7,402.50
01-12007	LUCKINBILL, INC.	PO0141354	S-1704A POINT REPAIR PROGRAM	\$42,086.42
SANITARY SEWER FUND TOTAL				\$49,488.92

FUND 43 DEPT 435 - STORMWATER FUND

01-04927	MIES CONSTRUCTION	PO0139100	F-1603C OAKWOOD WEST DETENTION	\$22,913.04
01-19037	STANDARD TESTING & ENGINEERING	PO0144129	F-1702 SOIL TESTING	\$260.00
01-60230	RICK LORENZ CONSTRUCTION	PO0141299	F-1708A CULVERT REPLACEMENT	\$6,044.23
STORMWATER FUND TOTAL				\$29,217.27

FUND 50 DEPT 505 - 911

01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$267.36
01-04642	MAJOR COUNTY TREASURER	PO0144299	2016/2017 911 DISBURSEMENTS	\$15,680.87
01-42400	AT & T	PO0144230	MONTHLY SERVICE 08/17	\$1,788.96
01-66190	AT&T	PO0144233	MONTHLY SERVICE 09/17	\$10,126.83
911 TOTAL				\$27,864.02

FUND 51 DEPT 515 - POLICE

01-01472	STAPLES ADVANTAGE	PO0144046	BATTERIES/DVDS/CDS/PAPER	\$244.22
01-01780	B & B LAWN CARE	PO0144191	LAWN CARE 8/17	\$400.00
01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$3,787.61
01-02082	AT&T MOBILITY	PO0144231	MONTHLY SERVICE 08/17	\$1,555.20
01-02082	AT&T MOBILITY	PO0144235	MONTHLY SERVICE 08/17	\$1,728.88
01-03000	CARTER PAINT CO.	PO0144107	V25/V2034 PAINT	\$313.43
01-04674	PRECISION DELTA CORP.	PO0137773	AMMUNITION	\$13,811.75
01-07041	GALL'S, INC.	PO0143644	UNIFORMS/EQUIPMENT	\$2,244.59
01-13089	MERRIFIELD OFFICE SUPPLY	PO0144130	PAPER	\$54.90
01-15132	O'REILLY AUTO PARTS, INC.	PO0144134	BELT	\$38.50
01-16004	PDQ PRINTING	PO0144182	BUSINESS CARDS (2)	\$90.00
01-16004	PDQ PRINTING	PO0144197	ENVELOPES (1000)	\$180.00
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0144164	REIMB/VACCINES/EXAMS	\$528.30
01-50210	LOWE'S HOME CENTERS, INC.	PO0144131	ELBOW/COUPLING/CLEANER/FITTINGS	\$178.64
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0144103	ETHANOL SHIELD	\$126.43
01-53300	ANIMAL CARE OF ENID, INC.	PO0144163	REIMB/VACCINES/EXAMS	\$210.00
01-65460	ACTSHON PEST CONTROL	PO0144133	PEST CONTROL 8/17	\$30.00
01-69060	C T C JANITORIAL, INC.	PO0144193	CLEANER	\$159.40
01-79290	SIGN SHACK THE	PO0144132	V2058 DECALS	\$370.00
POLICE TOTAL				\$26,051.85

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

01-15125	OK GAS & ELECTRIC	PO0144064	MONTHLY SERVICE 8/17	\$11,492.25
01-23010	WALLER GLASS COMPANY, INC.	PO0144062	WINDOW REPLACEMENT	\$695.00
E.E.C.C.H. TOTAL				\$12,187.25

FUND 65 DEPT 655 - FIRE

01-00781	INTERSTATE ALL BATTERY CENTER, INC	PO0144275	BATTERIES (3)	\$38.10
01-01146	A TO Z CARPET CENTER, INC.	PO0144218	BLINDS (18)/STA 3	\$1,561.62
01-01338	J & P SUPPLY, INC.	PO0144198	CLEANER	\$108.60
01-01338	J & P SUPPLY, INC.	PO0144281	SOAP/CLEANER/TOWELS/LINERS/TISSUE	\$380.03
01-01476	NORTHERN SAFETY CO., INC.	PO0144263	ADHESIVE	\$76.70
01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$2,426.54
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0144271	LOCKNUTS (36)	\$15.60
01-02082	AT&T MOBILITY	PO0144258	MONTHLY SERVICE 8/17	\$176.68
01-02295	MURDOCK, INC.	PO0144277	V1019 PLUMBING/HOSE/FITTINGS	\$22.23
01-02363	CONRAD FIRE EQUIP., INC.	PO0144273	VALVE	\$117.68
01-03603	GIBSON HEATING & AIR, LLC	PO0144278	ICE MACHINE REPAIR	\$188.16
01-03607	ABSOLUTE SECURITY, FIRE & DESIGN,	PO0144135	FIRE MONITORING 7/17-9/17	\$360.00
01-03661	RK BLACK, INC.	PO0143672	COLOR COPIER	\$5,801.00
01-03921	EXPRESS SCRIPTS, INC.	PO0144051	WC/MEDICAL/A CRAWFORD	\$18.40
01-04185	EAGLE ENGRAVING, INC.	PO0144280	RETIREMENT AWARD/R GRIFFITH	\$286.60
01-04217	TRUTH VERIFICATION POLYGRAPH SERVI	PO0144239	PRE EMPLOYMENT POLYGRAPH	\$275.00
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0144209	COPIER MAINTENANCE 8/17	\$130.13
01-05303	S & S COATING, LLC	PO0144206	SANDBLASTING/HOSE CART	\$125.00

01-05388	ROTEK SERVICES, INC.	PO0144243	COMPRESSOR MOTOR REPAIR	\$90.00
01-05389	CUSTOM COMPOSITES, LLC	PO0144246	V1043 HOSE TRAY	\$95.00
01-06041	FARMERS GRAIN COMPANY-POND CREEK	PO0144267	INSECTICIDE	\$49.99
01-13089	MERRIFIELD OFFICE SUPPLY	PO0144210	INK CARTRIDGE	\$73.43
01-15132	O'REILLY AUTO PARTS, INC.	PO0144244	PRIMER/THINNER/SEALER/WIPER BLADES	\$357.43
01-16145	PETTY CASH	PO0144296	REIMB/TRAVEL/EVP TRAIN/D HENDERSON	\$57.52
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0144207	PAINT	\$39.00
01-20108	TOTAL COM, INC.	PO0144211	BATTERY PACK	\$95.00
01-30830	LOCKE SUPPLY, INC.	PO0144279	LIGHT BULBS (11)	\$194.16
01-50210	LOWE'S HOME CENTERS, INC.	PO0144241	SHELVES/STA 3	\$49.71
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0144103	DIESEL ADDITIVE	\$126.42
01-58660	FERRARA FIREFIGHTING EQUIPMENT	PO0144240	BOOTS	\$274.16
01-60600	ENID FLORAL & GIFTS	PO0144264	FLORAL ARRANGEMENT	\$86.30
01-70870	FOCUS INSTITUTE, INC.	PO0144212	EVALUATIONS (3)	\$300.00
01-76620	FIRE MARSHAL'S ASSOC.	PO0144237	FIRE MARSHALL CONF/M SCHATZ	\$110.00
01-79980	PIONEER BUSINESS SOLUTION	PO0144208	MONTHLY SERVICE 9/17	\$33.04
FIRE TOTAL				\$14,139.23

FUND 99 DEPT 995 - EPTA

01-01579	RADIOLOGY ASSOCIATES 1 LLC	PO0144202	WC/MEDICAL	\$27.07
01-01783	JP MORGAN CHASE	PO0144214	CHASE PAYMENT	\$195.56
01-03000	CARTER PAINT CO.	PO0144107	V8571 PAINT	\$299.97
01-05134	ENID NEWS & EAGLE	PO0144188	ADVERTISING	\$277.00
01-05375	OK CENTER FOR ORTHOPEDIC SURGERY	PO0144203	WC/MEDICAL	\$591.89
01-19047	AT & T	PO0144177	MONTHLY SERVICE 8/17	\$271.84
01-47300	OK TURNPIKE AUTHORITY	PO0144105	TOLLS (10)	\$10.40
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0144103	ETHANOL SHIELD	\$126.42
EPTA TOTAL				\$1,800.15

FUND 70 DEPT 705 - CDBG

70-03132	CDSA	PO0137844	B-16 (414) GRANT FUNDED ACTIVITY	\$16,389.81
CDBG TOTAL				\$16,389.81

COMBINED BREAKDOWN OF TOTALS

EMA	\$73,055.98
EEDA	\$137,500.00
EPTA	\$1,800.15
REMAINING FUNDS	\$2,639,509.58
TOTAL CLAIMS	\$2,851,865.71

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FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES

BB MACHINE & SUPPLY IN	PO0144214	HOSE CLAMPS	10.48
BRADFORD INDUSTRIAL SP	PO0144214	DAMPER METER	131.41
ENID WINNELSON CO	PO0144214	FERNCO ADAPTER	35.20
FASTENAL COMPANY01	PO0144214	NUTS/MARKER/BOLTS/WASHERS	71.40
LOWES #00205*	PO0144214	SPRAY PAINT	4.68
STAPLES 00106633	PO0144214	MOUSE	9.99
ADMINISTRATIVE SERVICES TOTAL			263.16

FUND 10 DEPT 110 - HUMAN RESOURCES

AMAZON MKTPLACE PMTS	PO0144214	KOI POND DE-ICER/FILTERS	66.94
HUMAN RESOURCES TOTAL			66.94

FUND 10 DEPT 120 - LEGAL SERVICES

OKLA. PRESS SERVICE	PO0144214	OPEN MEETING/OPEN RECORDS BOOK (2)	40.00
LEGAL SERVICES TOTAL			40.00

FUND 10 DEPT 150 - PR/MARKETING

AMERICAN 0010262321196	PO0144214	BAGGAGE FEE/3CMA CONF/S KIME	25.00
AUDIOBLOCKS	PO0144214	MEMBERSHIP RENEWAL	99.00
CHARLESTON'S OF MERIDI	PO0144214	MEAL/3CMA CONF/D SILAS	33.93
HYATT REGENCY OC F&B	PO0144214	MEAL (3)/3CMA CONF/S KIME	48.24
POPEYES STORE #1147QPS	PO0144214	MEAL/3CMA CONF/D SILAS	12.36
TGI_FRIDAYS #0843	PO0144214	MEAL/3CMA CONF/S KIME	14.35
PR/MARKETING TOTAL			232.88

FUND 10 DEPT 200 - GENERAL GOVERNMENT

CAFE GARCIA	PO0144214	MEAL/COMMISSION MEETING	359.75
JUMBO FOODS	PO0144214	BOTTLED WATER/COFFEE/TEA/SODA	127.92
JUMBO FOODS	PO0144214	MEAL/COMMISSION MEETING	45.95
GENERAL GOVERNMENT TOTAL			533.62

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

COLOR ID	PO0144214	LANYARDS/BADGE REELS	89.00
LIVEPERSON, INC	PO0144214	ONLINE CHAT/COE WEB SITE	159.00
INFORMATION TECHNOLOGY TOTAL			248.00

FUND 10 DEPT 350 - CODE ENFORCEMENT

WWW.NEWEGG.COM	PO0144214	MONITOR	114.99
CODE ENFORCEMENT TOTAL			114.99

FUND 10 DEPT 400 - ENGINEERING

AMER SOC CIVIL ENGINEE	PO0144214	DOWNLOADABLE EJCDC CONTRACT DOCUMENT	920.00
FOUR J'S TIRE SERV	PO0144214	V701 TIRES (4)	506.28
THE MULE	PO0144214	MEAL (2)/KAW PROJECT	36.50
ENGINEERING TOTAL			1,462.78

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

BRADFORD INDUSTRIAL SP	PO0144214	POLYAIR FILTERS	36.53
FOUR J'S TIRE SERV	PO0144214	V688 TIRES (2)	234.84
LOCKE SUPPLY WHC ENID	PO0144214	FREON/SELF DRILL SCREWS	229.86
MAIL RUN LLC	PO0144214	STAMPS	11.80

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STUART C IRBY	PO0144214	ICE MACHINE RELAYS	90.28
		PUBLIC WORKS MGMT TOTAL	603.31

FUND 10 DEPT 710 - FLEET MGMT

LAMPTON WELDING SUP EN	PO0144214	JACK PLUGS	64.17
STAPLES 00106633	PO0144214	PLANNER/PENS	28.99
		FLEET MGMT TOTAL	93.16

FUND 10 DEPT 730 - PARKS & RECREATION

ACE HDWE	PO0144214	CHAIN/POWER STRIP/CLEANER/KEYS	62.41
ALBRIGHT STEEL WIRE EN	PO0144214	FENCE PARTS/ANGLE IRON	453.38
AMAZON MKTPLACE PMTS	PO0144214	RAKE WHEEL ATTACHMENTS/SCREEN PROTECTOR	302.19
AMAZON MKTPLACE PMTS	PO0144214	V129 FIRE HOSE/ADAPTER	45.95
AMAZON.COM	PO0144214	SOCKETS/AUGER BIT	127.53
ATWOOD 01 ENID	PO0144214	COFFEE/MOPS/SPRAYERS/AIR FRESHNERS	269.30
BRADFORD INDUSTRIAL SP	PO0144214	POLYAIR FILTERS/FAN BELT	27.71
DOG WASTE DEPOT	PO0144214	DOG WASTE BAGS (6000)	117.99
DOLLAR TREE	PO0144214	PHOTO BOOTH SUPPLIES	29.00
FOUR J'S TIRE SERV	PO0144214	V500 TIRES (4)	802.16
FOUR J'S TIRE SERV	PO0144214	V532 TIRES (3)	280.17
G&K SERVICES AR	PO0144214	UNIFORM SERVICES (6)	23.56
JACK'S OUTDOOR POWER E	PO0144214	EDGER BLADES (200)/BLADE BOLTS	405.06
JACKS SMALL ENGINES &	PO0144214	PARTS/SOD CUTTER REPAIR	97.09
JOHNSTON SEED COMPANY	PO0144214	FESCUE SEED	226.00
JP SUPPLY-WALKER VACU	PO0144214	TOILET PAPER/SOAP DISH	305.80
LOWES #00205*	PO0144214	POOL CHAIRS (43)/DRILL BITS/PLIERS	1,858.88
NATIONAL RECREATION &	PO0144214	NRPA MEMBERSHIP (4)	524.00
NRPA-CONGRESS	PO0144214	NRPA CONF REGISTRATION (2)	1,455.00
PAYPAL *OKLAHOMAREC	PO0144214	ORPS MEMBERSHIP (3)	135.00
ROTEK SERVICES INC	PO0144214	KIDDIE POOL PUMP REPAIR	143.00
SEARS HHO INC 1382	PO0144214	TOOL BOX/TOOLS	155.96
SHERWIN WILLIAMS 70718	PO0144214	AIRLESS PAINT PUMP CLEANING SOLUTION	9.89
SHI INTERNATIONAL CORP	PO0144214	ADOBE SOFTWARE	356.00
STUART C IRBY	PO0144214	ZIP TIES	57.01
TEXAS RECREATION &	PO0144214	CPSI CERTIFICATION/K BOEHM	575.00
TEXAS RECREATION &	PO0144214	CPSI COURSE FEES (2)	900.00
TEXAS RECREATION &	PO0144214	CPSI EXAM FEES (2)	250.00
		PARKS & RECREATION TOTAL	9,995.04

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT

ALBRIGHT STEEL WIRE EN	PO0144214	I BEAM	67.93
FOUR J'S TIRE SERV	PO0144214	V112 TIRES (2)	859.56
FOUR J'S TIRE SERV	PO0144214	V191 TIRES (4)	110.40
FOUR J'S TIRE SERV	PO0144214	V523 TIRES (4)	380.84
FOUR J'S TIRE SERV	PO0144214	V584 LINERS	84.00
FOUR J'S TIRE SERV	PO0144214	V586 TIRE	179.31
G&K SERVICES AR	PO0144214	UNIFORM RENTAL	530.14
KINNUNEN SALES AND REN	PO0144214	SEALANT/CRACK REPAIR/PAINT/STAKES	535.65
P AND K EQUIPMENT ENID	PO0144214	WEAR PLATE/BOLTS/NUTS	67.51
WAKO LLC	PO0144214	FITTINGS	6.48
WAL-MART #4390	PO0144214	MEAL/SAFETY MEETING	29.42
WW STARR LUMBER ENID	PO0144214	CONCRETE MIX	70.88
		STRMWTR & ROADWAY MAINT TOTAL	2,922.12

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FUND 10 DEPT 750 - TECHNICAL SERVICES

2000 CED	PO0144214	STRUT BASE/CLAMPS/COUPLER	36.03
3MPRODS SS80916 VERBAL	PO0144214	SIGN VINYL	696.00
ACE HDWE	PO0144214	ROPE/PAINT BRUSHES/CLEANER	94.60
ALBRIGHT STEEL WIRE EN	PO0144214	REBAR	422.60
AMAZON.COM	PO0144214	CREAMER	60.52
CENEX FARMERS 07053606	PO0144214	PROPANE	44.00
CRITICAL COMM	PO0144214	MONTHLY SERVICE 9/17	47.57
DANDY'S DONUTS	PO0144214	MEAL (14)/DEPT MEETING	19.47
ENID WINNELSON CO	PO0144214	REGULATOR/TUBE CUTTER/COUPLING	128.01
FASTENAL COMPANY01	PO0144214	BOLTS/NUTS	8.12
G&K SERVICES AR	PO0144214	UNIFORM RENTAL	464.90
GRIMSLEY'S, INC.	PO0144214	HAND SOAP/BATH TISSUE/SCREENS/LINER	1,010.35
INDUSTRIAL MATERIALS	PO0144214	DOOR KNOB	70.00
KINNUNEN SALES AND REN	PO0144214	SMART LEVEL/LIGHT POLE/CABLE	392.43
LOCKE SUPPLY WE ENID	PO0144214	ZIP TIES	25.16
LOWES #00205*	PO0144214	RIGHT ANGLE DRILL/ROPE/CLASPS	205.98
MUNN SUPPLY	PO0144214	RESPIRATORS/SAFETY GLASSES	96.45
SHERWIN WILLIAMS 70718	PO0144214	PAINT/ROLLER/PRIMER/TIP/CLEANER	204.75
SQ *A W BRUEGGEMANN	PO0144214	ANCHOR BOLTS/CUTTING DIE	226.54
SQU*SQ *KLINE SIGN L.L	PO0144214	CRANE/DRILL RENTAL	1,125.00
STAPLES 00106633	PO0144214	BATTERIES	17.99
THE UPS STORE 5063	PO0144214	SHIPPING FEES	108.72
TRUCK PRO	PO0144214	ELEC CONNECTOR/THERMO TRAILER LIGHT	118.85
VULCAN INC	PO0144214	SIGN BLANKS	716.20
TECHNICAL SERVICES TOTAL			6,340.24

FUND 10 DEPT 900 - LIBRARY

ABDO PUBLISHING COMP	PO0144214	M-1717 BOOKS (45)	896.80
AMAZON.COM	PO0144214	PADDED ENVELOPES	88.10
AMER LIB ASSOC-IMIS	PO0144214	ALA DUES/M MALAN	49.00
BAKER & TAYLOR - BOOKS	PO0144214	BOOKS (32)	460.82
BRODART SUPPLIES	PO0144214	BOOKS (37)	665.67
BRODART SUPPLIES	PO0144214	M-1717 BOOKS (65)	735.96
CANVA 01701-1426815	PO0144214	FLYER	2.00
CENTER POINT L00 OF 00	PO0144214	BOOKS (16)	358.92
COSCHEDULE TEAM MKTNG	PO0144214	SOCIAL MEDIA SCHEDULING PROGRAM	79.00
HOBBY-LOBBY #0008	PO0144214	PROGRAM SUPPLIES	5.97
LOWES #00205*	PO0144214	PROGRAM SUPPLIES	4.21
MCALISTER'S DELI 727	PO0144214	MEAL (16)/ONE BOOK LEADERS	142.90
MIDWEST TAPE LLC	PO0144214	DVD (5)	130.45
MIDWEST TAPE LLC	PO0144214	M-1717 BOOK ON CD (17)	766.98
MY MYSTERY PARTY	PO0144214	PROGRAM SUPPLIES	37.95
OKLAHOMAN-SUBSCRIPTION	PO0144214	SUBSCRIPTION	144.00
READYSETDEALS.COM	PO0144214	PROGRAM SUPPLIES	59.85
REPAIRPARTSPUS	PO0144214	IPAD REPAIR PARTS	203.92
STAPLES 00106633	PO0144214	PROGRAM SUPPLIES	19.48
TLF*DOROTHYS FLOWERS A	PO0144214	FLORAL ARRANGEMENT	57.00
WALGREENS #5531	PO0144214	PROGRAM SUPPLIES	8.38
WAL-MART #0499	PO0144214	PROGRAM SUPPLIES	13.00
LIBRARY TOTAL			4,930.36

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FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

ENID IRON & METAL CO	PO0144214	M-1713A ALUMINUM	659.20
CAPITAL ASSETS & PROJECTS TOTAL			659.20

FUND 20 DEPT 205 - AIRPORT

ATWOOD 01 ENID	PO0144214	HERBICIDE/TRAP	141.96
F.W. ZALOUDEK CO.	PO0144214	BRUSHMOWER SKIDS	173.46
JAMIE'S BARNSTORMERS	PO0144214	MEAL (7)/SPECIAL PROJECT WORKERS	93.43
KINNUNEN SALES AND REN	PO0144214	EAR PLUGS/SAFETY GLASSES	35.92
OREILLY AUTO #0174	PO0144214	MOWER OIL/FILTERS	88.08
STAPLES 00106633	PO0144214	INK CARTRIDGE/PAPER	92.98
STUART C IRBY	PO0144214	LED LIGHT FIXTURES	367.40
AIRPORT TOTAL			993.23

FUND 22 DEPT 225 - GOLF

AUTOPAY/DISH NTWK	PO0144214	MONTHLY SERVICE 9/17	139.02
BB MACHINE & SUPPLY IN	PO0144214	YOKE	55.30
ENID WINNELSON CO	PO0144214	PVC FITTINGS/PIPE/GLUE	181.96
FACEBK *9NS86ESNM2	PO0144214	FACEBOOK ADVERTISING	15.00
JUMBO FOODS	PO0144214	SNACKBAR SUPPLIES	12.69
RC REPAIRCLINIC.COM	PO0144214	SOLENOID	27.70
SAVE A LOT #24925	PO0144214	SNACKBAR SUPPLIES	13.59
SUDDENLINK-NAT'L SITE	PO0144214	MONTHLY SERVICE 9/17	79.95
GOLF TOTAL			525.21

FUND 31 DEPT 230 - UTILITY SERVICES

AMAZON MKTPLACE PMTS	PO0144214	LOGO SWEATSHIRT	25.95
HOBBY-LOBBY #0008	PO0144214	PEN SUPPLIES	14.98
UTILITY SERVICES TOTAL			40.93

FUND 31 DEPT 760 - SOLID WASTE

BABBITTS ONLINE	PO0144214	REAR END SEAL	30.81
DANDY'S DONUTS	PO0144214	MEAL (12)/DEPT MEETING	15.98
FOUR J'S TIRE SERV	PO0144214	V212 TIRES (2)	773.72
FOUR J'S TIRE SERV	PO0144214	V235 TIRES (2)	805.00
FOUR J'S TIRE SERV	PO0144214	V235 TIRES (2)	656.00
FOUR J'S TIRE SERV	PO0144214	V241 TIRES (2)	805.00
G&K SERVICES AR	PO0144214	UNIFORM RENTAL	311.29
JUMBO FOODS	PO0144214	MEAL (15)/DEPT MEETING	163.08
LOWES #00205*	PO0144214	EXTERIOR DOORS/SHIMS	394.33
MUNN SUPPLY	PO0144214	OXYGEN COMPRESSED GAS	32.70
SCREEN USA INC	PO0144214	V252 GRINDER SCREEN	587.79
SHERWIN WILLIAMS 70718	PO0144214	PAINT	25.25
WAL-MART #4390	PO0144214	COFFEE/FILTERS	25.92
WW STARR LUMBER ENID	PO0144214	SCREWS/CAULK	52.86
SOLID WASTE TOTAL			4,679.73

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

ADVANCED WATER SOLUTIO	PO0144214	WATER SOFTENER/RO SYSTEM RENTAL	49.00
MERRIFIELD OFFICE & SC	PO0144214	FILE FOLDERS	8.66
PUBLIC UTILITIES MGMT TOTAL			57.66

PURCHASING CARD CLAIMS LIST

9-19-17

FUND 31 DEPT 790 - WATER PRODUCTION

LOCKE SUPPLY - ENID	PO0144214	PVC FITTINGS	69.99
M&M SUPPLY CO.	PO0144214	THREADED FLANGE	47.75
WATER PRODUCTION TOTAL			117.74

FUND 31 DEPT 795 - WATER RECLAMATION SVS

2000 CED	PO0144214	PVC CONDUIT/FITTINGS/COUPLING	580.21
ALBRIGHT STEEL WIRE EN	PO0144214	V349 ELBOW	10.46
ENID WINNELSON CO	PO0144214	SEWER LINE CAP	7.30
FASTENAL COMPANY01	PO0144214	ANCHOR BOLTS	79.12
FOUR J'S TIRE SERV	PO0144214	V371 TIRES (4)	373.00
G&K SERVICES AR	PO0144214	UNIFORM RENTALS (62)	152.88
JET.COM	PO0144214	WINCH	546.71
LOWES #00205*	PO0144214	RIVER ROCK	39.97
YELLOWHOUSE MACHINERY	PO0144214	V344 HYDRAULIC QUICK COUPLING	378.56
WATER RECLAMATION SVS TOTAL			2,168.21

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

ACCURATE ENVIROMENTAL	PO0144214	VERTECELL PROBE	621.73
ELLIOTT ELECTRIC SUPPL	PO0144214	PROCESS BLOWER FUSES	324.00
ENID WINNELSON CO	PO0144214	BUSHINGS/ADAPTERS/PVC	230.76
STAPLES 00106633	PO0144214	BATTERY BACKUP UNITS	696.43
STUART C IRBY	PO0144214	HOLE SEAL/WASHERS/PLUGS	38.81
WW STARR LUMBER ENID	PO0144214	LUMBER/PRIMET/TAPE/SQUARE	187.84
WASTEWATER PLANT MGMT TOTAL			2,099.57

FUND 50 DEPT 505 - 911

STAPLES 00106633	PO0144214	BATTERY BACKUP/CLEANER	167.36
WATCHGUARD VIDEO	PO0144214	WARRANTY RENEWAL	100.00
911 TOTAL			267.36

FUND 51 DEPT 515 - POLICE

AMERICAN 00121472336731	PO0144214	AIRFARE/INVESTIGATION (2)	1,329.20
CHILI'S ADA	PO0144214	MEAL (6)/CLEET TRAINING	82.90
COTTON PATCH CAFE - 96	PO0144214	MEAL (9)/CLEET TRAINING	150.14
FOUR J'S TIRE SERV	PO0144214	V2077 TIRES (4)	478.40
FOUR J'S TIRE SERV	PO0144214	V2084 TIRES (4)	554.08
FOUR J'S TIRE SERV	PO0144214	V2114 TIRES (4)	411.16
FOUR J'S TIRE SERV	PO0144214	V2115 TIRES (2)	239.20
LOVES TRAVEL S00004861	PO0144214	MEAL (3)/CLEET TRAINING	32.50
LOVES TRAVEL S00004861	PO0144214	V96 FUEL/CLEET TRAINING	30.10
OK STATE BUREAU OF INB	PO0144214	REGISTRATION FEES (2)/POLYGRAPH	130.00
PHILLIPS 66 - ONCUE 01	PO0144214	V96 FUEL/CLEET TRAINING	38.28
RICKS PHARMACY INC	PO0144214	SHARPS CONTAINERS	28.62
SANTA FE CATTLE COMPAN	PO0144214	MEAL (6)/CLEET TRAINING	87.04
STAPLES 00106633	PO0144214	HARD DRIVE/FOLDERS	128.07
UPS (800) 811-1648	PO0144214	SHIPPING FEES	28.08
WHATABURGER 1041	PO0144214	MEAL (3)/CLEET TRAINING	18.73
ZAXBY'S #63401	PO0144214	MEAL (3)/CLEET TRAINING	21.11
POLICE TOTAL			3,787.61

PURCHASING CARD CLAIMS LIST

9-19-17

FUND 65 DEPT 655 - FIRE

AMAZON MKTPLACE PMTS	PO0144214	EXAM GLOVES (2 CASES)/MATTRESS COVER	159.89
ENID WINNELSON CO	PO0144214	TEST PLUG/PLASTIC PLUG	3.94
GOODCENTS #71	PO0144214	MEAL/EVT SCHOOL/D HENDERSON	8.74
HAMPTON INNS SHAWNEE	PO0144214	LODGING/EVT SCHOOL/D HENDERSON	676.25
HOLIDAY INN EXPRESS	PO0144214	LODGING/OFFICER TRAINING/J MCALISTER	94.99
HUGHES LUMBER COMPANY	PO0144214	LUMBER/EXPANSION JOINT (2)	54.11
INT'L CODE COUNCIL INC	PO0144214	ICC MEMBERSHIP/K HELMS	135.00
LOWES #00205*	PO0144214	MASKS	19.97
MELBA S ONE STOP	PO0144214	V1000 FUEL/FIRE MARSHAL CONF/M SCHATZ	11.00
PAYPAL *MIKESFIREEQ	PO0144214	SCBA MASK	200.00
PAYPAL *SHANE WENDT	PO0144214	SCBA MASKS (2)	215.00
PHILLIPS 66 - EZ GO 74	PO0144214	V1005 FUEL/EVT SCHOOL	34.13
ROTHER BROTHERS - KING	PO0144214	V1021 GAS CAP	36.99
SEQUOYAH LODGE	PO0144214	LODGING/FIRE MARSHALS CONF/M SCHATZ	182.00
SPANGLER CANDY	PO0144214	CANDY/SUCKERS	173.65
STAPLES 00106633	PO0144214	PICTURE HANGING STRIPS	10.98
STROBES N MORE	PO0144214	LIGHT BAR BULBS	146.08
UNITED LINEN	PO0144214	SHOP/KITCHEN TOWELS	36.68
USPS PO 3928270415	PO0144214	SHIPPING FEES	13.50
WAL-MART #0499	PO0144214	VACUUM	196.00
WM SUPERCENTER #499	PO0144214	DISINFECTING WIPES	17.64
		FIRE TOTAL	<u>2,426.54</u>

FUND 99 DEPT 995 - EPTA

USPS PO 3928270415	PO0144214	SHIPPING FEES	6.65
WAL-MART #0499	PO0144214	PAPER TOWELS/HAND SANITIZER/GLASS CLEANER	188.91
		EPTA TOTAL	<u>195.56</u>

JP MORGANCHASE CLAIMS LIST TOTAL \$ 45,865.15

City Commission Meeting

12.1.

Meeting Date: 09/19/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

AWARD AND EXECUTE THE PURCHASE OF A BALER FROM J.V. MANUFACTURING, INC, SPRINGDALE, ARKANSAS IN THE AMOUNT OF \$59,281.75 AND THE PURCHASE OF A BALER FROM MARATHON EQUIPMENT, VERNON, ALABAMA IN THE AMOUNT OF \$9,800.00.

BACKGROUND:

Bids were opened on August 31, 2017 for a vertical baler (UNIT A) and a horizontal baler (UNIT B). Bids were submitted as follows, based on unit, installation, and an additional warranty covering 5 years:

	J.V. Manufacturing, Inc./ with 5 year warranty	Marathon Equipment/ with 5 year warranty
Unit A	\$12,231.25/\$13,454.37	\$9,800.00/no warranty offered
Unit B	\$53,892.50/\$59,281.75	\$62,656/no warranty offered

Staff recommends awarding contracts to the lowest, responsive bidders as follows:

Unit A - Marathon Equipment - \$9,800.00

Unit B with additional 5 year warranty - J.V. Manufacturing, Inc. - \$59,281.75

RECOMMENDATION:

Award purchase to J.V. Manufacturing, Inc. for Unit B and Marathon Equipment for Unit A.

PRESENTER:

Scott Morris, Solid Waste Supervisor

Fiscal Impact

Budgeted Y/N: Y

Amount: \$95,000.00

Funding Source:

Enid Municipal Authority

City Commission Meeting

12.2.

Meeting Date: 09/19/2017

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

CONSIDER A LEASE AGREEMENT WITH CATERPILLAR FINANCIAL SERVICES CORPORATION FOR A 623K CATERPILLAR SCRAPER, IN THE AMOUNT OF \$180,000.00.

BACKGROUND:

The City Council approved the purchase of a 623K Caterpillar scraper under Oklahoma State Purchasing Contract SW192 on the August 15, 2017 meeting. The lease documents include a term of 60 months with a monthly payment of \$11,950.00. There is an option to purchase at the end of the lease term for an amount of \$299,145.00. The lease documents have been reviewed by City staff and are now presented for approval.

RECOMMENDATION:

Approve lease with Caterpillar Financial Services Corporation and authorize the Chairman to execute all lease documents.

PRESENTER:

Erin Crawford, Chief Financial Officer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$180,000.00

Funding Source:

Enid Municipal Authority

Attachments

CAT Scraper Lease Documents

These documents were prepared especially for:

ENID MUNICIPAL AUTHORITY
1500 W POPLAR AVE
ENID, OK 73702

Dealer: WARREN POWER & MACHINERY, INC, E459
Date: 09/08/2017 **Time:** 10:13 AM
Comments:

Customer Executed Documents **Comments**

- Tax Lease _____
- Application Survey _____
- Delivery Supplement _____
- Insurance- Liability and Physical Damage _____
- Advance Payment (cross out if N/A) _____
- Guaranty of Payment (cross out if N/A) _____
- Tax Exemption Certif. (cross out if N/A) _____
- Title applied for (cross out if N/A) _____
- Customer Information Verification _____
- Any necessary Riders/Amendments _____
- Copy of Driver's License (Sole Proprietorships and Individuals) _____
- Other _____

Dealer Executed Documents **Comments**

- Purchase Agreement _____
- Dealer Invoice _____
- All Credit Conditions Met _____

**If any of these documents are altered, or if the Buyer wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.*

1. PARTIES

LESSOR ("we", "us" or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ("you" or "your"):

ENID MUNICIPAL AUTHORITY
1500 W POPLAR AVE
ENID, OK 73702

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNIT(s) Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	MONTHLY RENT This is due per period, as stated below in Section 4.	OPTION PURCHASE PRICE Payment at end of lease for purchase of Unit (see Section 16).	MAX ANNUAL HOURS/ MILEAGE Maximum annual usage of Unit (see Application Survey).	DELIVERY DATE Enter date machine was delivered to you.
1 New 623K Caterpillar Scraper	WTB00248	\$11,950.00	\$299,145.00 (Cat Value Option)	1500	_____

LOCATION OF UNITS: 1500 W POPLAR AVE
ENID, OK 73702, GARFIELD

You acknowledge that the Units described above were delivered to you in good working condition and that you accepted them on the date indicated.

You agree with us that the Option Purchase Price, if set forth above and identified as a Cat Value Option, is not less than the reasonably expected Residual Value (as defined in Section 10) of such Unit.

The Application Survey ("Application Survey") submitted by you to us for each Unit is made a part of and incorporated into this Lease.

TERMS AND CONDITIONS

3. Lease Term The Lease Term will start on the date we sign the Lease and will continue for 60 months, unless earlier terminated or canceled as permitted herein.

4. Rent You will pay us the Monthly Rent beginning One month after the date we sign this Lease and on the same date of each month thereafter for the entire Lease Term. Monthly Rent will be due without demand. You will also pay us all other amounts payable under the terms of this Lease and under any other document executed in connection with this Lease, including each Application Survey (the "Lease Documents") ("Other Payments", and together with the Monthly Rent, collectively, the "Rent"). You will pay the Rent to us at Caterpillar Financial Services Corporation; PO Box 730681; Dallas, TX 75373-0681 or such other location that we designate in writing. **You agree this Lease constitutes a non-cancelable net lease. You also agree that your duties and liabilities under this Lease and the other Lease Documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier (as defined below), the manufacturer of each Unit, or any other**

third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Lease.

5. Late Charges If we do not receive a Rent payment on the date it is due, you will pay us, on demand, a late payment charge equal to five percent (5%) of the late Rent payment.

6. Disclaimer of Warranties You have selected each Unit based upon your own judgment. You understand that we are not the manufacturer or the seller of the Units. WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THIS LEASE OR TO ANY UNIT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH UNIT IS LEASED "AS IS, WHERE IS." WE MAKE NO WARRANTIES AS TO THE QUALITY OF MATERIALS OR WORKMANSHIP OR THAT THE MATERIALS OR WORKMANSHIP COMPLY WITH THE TERMS OF ANY PURCHASE ORDER OR AGREEMENT. WE EXPRESSLY DISCLAIM, AND YOU WAIVE ALL OTHER WARRANTIES AND CLAIMS EXPRESS OR IMPLIED,



ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY UNIT OR THIS LEASE, INCLUDING WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTY THAT ANY UNIT IS MERCHANTABLE; (B) ANY IMPLIED WARRANTY THAT ANY UNIT IS FIT FOR A PARTICULAR PURPOSE; (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT; AND (E) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY UNIT, FOR LOSS OF USE, REVENUE, OR PROFIT WITH RESPECT TO ANY UNIT, FOR ANY LIABILITY TO ANY THIRD PARTY, OR FOR ANY OTHER INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING STRICT OR ABSOLUTE LIABILITY IN TORT. Nothing in this Lease takes away any rights you may have against any other parties (such as the Supplier or the manufacturer of any Unit). You agree to pursue only these third parties for any and all claims concerning any Unit except as to ownership and title. You are entitled to all the promises and warranties made by the Supplier to us with respect to the Units, and you may contact the Supplier in order to receive a description of those promises and warranties.

7. Possession, Use, and Maintenance (a) At your own expense, you will use and keep the Units in good operating order and condition and at least in accordance with Supplier's and manufacturer's recommendations and all maintenance and operating manuals and service agreements, and in accordance with all applicable laws and regulations, including the rules or limits on idling, fleet average or site based exhaust emissions, or operational limitations, for which you have sole responsibility for compliance. (b) You will not abandon a Unit. (c) You will not sublease a Unit or permit the use of a Unit by anyone other than you. (d) You will not change the use of a Unit from that specified in the Application Survey, without our prior written consent. (e) You will not change the Location of a Unit from that specified above without providing us with prompt written notice of such change. (f) You will not remove a Unit from the United States. (g) You will not sell, assign, transfer, create or allow to exist a lien, claim, security interest, or encumbrance on any of your rights under this Lease or with respect to a Unit. Each Unit is and will remain personal property regardless of its use or manner of attachment to realty. We have the right (but not the obligation) to inspect each Unit and its maintenance records. We also have the right to observe the use of each Unit and determine its hours of usage. You will not alter a Unit or affix any accessory or equipment to a Unit if doing so will impair its originally intended function or use or reduce its value. You will not make any "non-severable" addition (as defined for federal income tax purposes) to a Unit without our prior written consent. If added to a Unit, the following will immediately become our property: (i) replacement parts; (ii) parts essential to the operation of the Unit; and (iii) parts that cannot be detached from the Unit without interfering with the operation of the Unit or adversely affecting the value or utility the Unit would have had without the addition. All such parts will be deemed incorporated in the Unit and will be subject to the terms of this Lease as if originally leased under this Lease. If an Event of Default has occurred and is continuing, all parts, accessories, and equipment affixed to a Unit will become our property.

8. Taxes Rent includes all taxes arising from, or due in connection with, this Lease or the Units. You will pay when due, or promptly reimburse us for payment of, all taxes (other than our federal, state, or local net income taxes) imposed on a Unit, or the Rent. You will also pay or reimburse us for all (i) license and registration fees, (ii) fines, penalties, interest, or additions to any tax, (iii) charges similar to those stated in clauses (i) and (ii) that are imposed in connection with the ownership, possession, use, or lease of a Unit from the time we purchase the Unit until it is returned to us or purchased by you. You will remain responsible for the payment, or reimbursement of, any such charges, regardless of when we receive notice of the charge. You will prepare and file, in a manner satisfactory to us, all reports or returns required with respect to a Unit. You will reimburse us in full for any amounts that we pay or advance without regard to early payment discounts. We may estimate the amount of, and bill you periodically in advance for, any charge. You will be responsible, however, for any difference between the estimated amount and the actual amount. Except as provided in this section, you agree that we are entitled to receive any and all federal, state, or local tax credits and benefits, if any, applicable to a Unit. We are entitled to income tax depreciation deduction for each Unit based on the use as described in the Application Survey.

9. Tax Indemnity This Lease is entered into on the basis that we are entitled to claim certain depreciation deductions on the Units in accordance with Section 168(a) of the Internal Revenue Code of 1986, as amended, (the "Code") based upon the applicable depreciation method and recovery period specified in Code Sections 168(b) and (c), and to similar state and local income tax deductions (collectively, the "Tax Benefits"). Our classification of a Unit under Code Section 168(e), our determination of the applicable depreciation method and recovery period, and our claim for an entitlement to the Tax Benefits are based solely upon your representations in Section 7 and the applicable Application Survey. If we do not receive nor retain all of the Tax Benefits anticipated with respect to any Unit (a "Tax Loss"), because (a) of a change in the US federal income tax rate, (b) you move any Unit outside the United States, or (c) you use any Unit for a different purpose than stated in the applicable Application Survey; you will pay us, within thirty (30) days after we provide you written notice of such Tax Loss, an amount which, in our opinion, will cause our net after-tax rate of return over the Lease Term in respect to the Unit to equal the net after-tax rate of return we would have realized if such Tax Loss had not occurred. For purposes of this section, we may be included in any affiliated group (within the meaning of Section 1504 of the Code) of which we are a member for any year in which a consolidated or combined income tax return is filed for the affiliated group.

10. Loss or Damage (a) You bear the risk of loss or damage to a Unit from the time we purchase the Unit (or from the beginning of the Lease Term, if earlier) until the Unit is returned to us or purchased by you in accordance with this Lease. Should any loss or damage occur, you will not be released from your obligations under the Lease or any other Lease Document. (b) You will provide prompt, written notice to us of any Total Loss (as defined below) or any material damage to any Unit. Any such notice will include any damage reports provided to any governmental authority, an insurer, or the Supplier, and any documents pertaining to the repair of such damage, including copies of work orders and all invoices for related charges. (c) Without limiting any other term in this Lease, you will promptly repair all damage that does not constitute a Total Loss, to restore the Unit to the condition required by this Lease. (d) A Unit has incurred a "Total Loss" upon: (i) the disappearance, theft or destruction or any other total loss of such Unit; (ii) damage to the Unit that is uneconomical to repair; or (iii) the condemnation, confiscation, or other taking of title to or use of a Unit or the imposition of any lien on such Unit by any governmental authority. On the next Rent due date following a Total Loss (a "Loss Payment Date"), you will pay us the Monthly Rent due on that date plus the Casualty Loss Value of the Unit with respect to which the Total Loss has occurred (the "Lost Units"), together with any Other Payments due with respect to the Lost Units. Until such payment is made, you will continue to pay us the Monthly Rent on the due dates set forth in Section 4. Upon making the full payment required on the Loss Payment Date, your obligation to pay future Monthly Rent on the Lost Units will terminate, but you will remain liable for all Monthly Rent and all Other Payments on any remaining Units. Furthermore, upon receipt of the full payment required on the Loss Payment Date, we convey to you all of our right, title, and interest in the Lost Units, "AS IS WHERE IS", but subject to the requirements of any third party insurance carrier in order to settle an insurance claim. "Residual Value" means the future fair market value of a Unit at the end of the Lease Term (determined at Lease inception). "Casualty Loss Value" means the sum of: (i) the discounted present value of all unpaid future Rent for the Lost Units; (ii) the discounted present value of the Lost Unit's Residual Value as determined by us; and (iii) all other amounts then due under this Lease with respect to the Lost Units (including all Other Payments then owing and unpaid). If the Total Loss occurs after the final Rent due date of the Lease Term, the Casualty Loss Value will be determined as of the last Monthly Rent due date during the Lease Term. (e) We are not required to pursue any claim against any person in connection with a Total Loss or other loss or damage. (f) If we receive a payment under an insurance policy required under this Lease in connection with any Total Loss or other loss or damage to a Unit, and such payment is both unconditional and indefeasible, then provided you have complied with the applicable provisions of this section, we will either (i) if the payment results from a Total Loss, send you proceeds up to an amount equal to the Casualty Loss

Value you previously paid us, or credit the proceeds against any amounts you owe us or (ii) if the payment results from repairs made pursuant to Section 10(c), send you proceeds up to an amount equal to the amount of your actually incurred costs of repair.

11. Waiver and Indemnity You release and agree to indemnify, defend, and keep harmless, us (including any assignee of ours) and our directors, officers, agents and employees (each, an "Indemnitee"), from and against any and all Claims (defined below) (other than those directly resulting from the actual gross negligence or willful misconduct of the Indemnitee). To meet this obligation, you will pay, on a net after-tax basis, or otherwise discharge such Claims, when and as they become due. We will give you prompt notice of a Claim. You are entitled to control the defense of or to settle a Claim, so long as: (a) no Event of Default has occurred and is then continuing; (b) you are financially capable of satisfying your obligations under this section; and (c) we approve your proposed defense counsel. "Claims" means all claims, allegations, judgments, settlements, suits, actions, damages (whether incidental, consequential or direct), demands (for compensation, indemnification, reimbursement or otherwise), losses, penalties, fines, liabilities (including strict liability), and charges that we incur or for which we are or may be responsible, in the nature of interest, liens, and costs (including attorneys' fees and disbursements and any other legal or non-legal expenses of investigation or defense of any Claim, whether or not the Claim is ultimately defeated, or enforcing the rights, remedies, or indemnities provided for hereunder, or otherwise available at law or in equity to us), of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, by or against any person. Claims include any of the foregoing arising from: (i) a Lease Document; (ii) a Unit, including the contents and any regulated or hazardous substances at any time contained in a Unit or emitted from a Unit, (iii) the premises at which any Unit may be located from time to time; (iv) the ordering, acquisition, delivery, installation, or rejection of a Unit; (v) the possession of a Unit or any property to which the Unit may be attached from time to time; (vi) the maintenance, use, condition, ownership or operation of any Unit, during the Lease Term; (vii) the existence of a latent or other defect (whether or not discoverable by you or us) with respect to a Unit; (viii) any Claim in tort for negligence or strict liability in relation to a Unit; (ix) any Claim for patent, trademark or copyright infringement in relation to a Unit; (x) the Total Loss or damage, return, surrender, sale, or other disposition of any Unit or any part thereof; or (xi) any Claim involving or alleging environmental damage, or any criminal or terrorist act, relating in any way to a Unit. To the extent necessary under law or regulation, in order to eliminate liability for us, we transfer and you accept the transfer from us of any and all liability associated with exhaust emissions in connection with the Units. If any Claim is made against you or an Indemnitee, the party receiving notice of the Claim will promptly notify the other. If the party receiving notice of the Claim fails to notify the other, however, your obligations are still in effect. You agree to be responsible for all costs and expenses, including reasonable attorneys' fees, incurred by us or our directors, officers, employees, agents, or assigns in defending such claims or in enforcing this section. Under no condition or cause of action will we be liable for any loss of actual or anticipated business or profits or any special, indirect, or consequential damages.

12. Insurance You, at your expense, must keep each Unit insured with a commercial insurance policy for our benefit. This insurance must include physical damage insurance that will protect each Unit against all risks for an amount at least equal to the then-applicable Casualty Loss Value. You will also maintain commercial general liability insurance (including product and broad form contractual liability) covering each Unit for at least \$1,000,000 combined coverage for bodily injury and property damage per occurrence. All insurance must be in a form and with companies approved by us. The physical damage insurance shall specify you as named insured and us as loss payee, and the general liability policy shall specify you as named insured and us as additional insured. The insurance shall be primary, without the right of contribution from any insurance carried by us. You must promptly notify us of any occurrence that may become the basis of a claim. You must also provide us with all requested pertinent data. Upon demand, you must promptly deliver to us evidence of insurance coverage.

13. Events of Default Each of the following is an event of default ("Event of Default"): (a) You fail to make a payment when due. (b) A representation or warranty made to us in connection with this Lease is incorrect or misleading. (c) You fail to observe or perform a covenant, agreement, or warranty and the failure continues for ten days after written notice to you. (d) A default occurs under any other agreement between you or a guarantor of this Lease (each a "Guarantor") and us or an affiliate of ours. (e) You, or a Guarantor, cease to do business, die, become insolvent, make an assignment for the benefit of creditors or file a petition or action under a bankruptcy, reorganization, insolvency or moratorium law, or a law for the relief of, or relating to, debtors. (f) Any filing of an involuntary petition under a bankruptcy statute against you or a Guarantor, or appointment of a receiver, trustee, custodian or similar official to take possession of your properties or those of a Guarantor, unless the petition or appointment ceases to be in effect within thirty days after filing or appointment. (g) There is a material adverse change in your, or a Guarantor's, financial condition, business operations or prospects. (h) There is a termination, breach, or repudiation of a Guarantor's guaranty.

14. Remedies (a) If an Event of Default occurs, we will have the rights and remedies provided by this Lease and under the Uniform Commercial Code ("UCC") and any other law. Among these rights and remedies are to: (i) proceed at law or in equity, to enforce specifically your performance or to recover damages; (ii) declare this Lease in default, and cancel this Lease or otherwise terminate your right to use any Unit and your other rights, but not your obligations, (iii) require you to assemble Units and make them available to us at a place we designate; (iv) enter premises where a Unit may be located and take immediate possession of such Unit and remove (or disable in place) such Unit (and any unattached parts) without notice, liability, or legal process; (v) use your premises for storage without liability; (vi) sell or lease any of the Units, whether or not in our possession, at public or private sale, with or without notice to you, and apply or retain the net proceeds of such disposition in accordance with this Lease; (vii) enforce any or all of the preceding remedies with respect to any related collateral, and apply any deposit or other cash collateral, or any proceeds of any such collateral, at any time to reduce any amounts you owe us; (viii) demand and recover from you all Liquidated Damages (as defined below) and all Other Payments whenever they are due; and (ix) if we financed your obligations under a warranty agreement such as an Equipment Protection Plan, Customer Service Agreement, or similar agreement, we may cancel the agreement on your behalf and receive the refund of the fees that we financed but had not received from you as of the date of the Event of Default. As used herein, "Liquidated Damages" means the liquidated damages (all of which, you hereby acknowledge, are damages to be paid in lieu of future Monthly Rent and expected Residual Values and are reasonable in light of the anticipated harm arising by reason of an Event of Default, and are not a penalty) described in the first sentence of parts (i) or (ii) of Section 14(b) below, depending upon the recovery and disposition of the Units.

(b) If an Event of Default occurs and:

(i) we recover a Unit and dispose of it by a lease or elect not to dispose of the Unit after recovery, you will pay us on demand an amount equal to the *sum* of (A) any accrued and unpaid Rent as of the date we recover the Unit, *plus* (B) the present value as of such date of the total Monthly Rent for the then remaining Lease Term, *minus* (C) either (1) the present value, as of the commencement date of any substantially similar re-lease of the Unit, of the re-lease rent payable to us for the period, commencing on such commencement date, which is comparable to the then remaining Lease Term or (2) the present value of the "market rent" for such Unit (as computed pursuant to Article 2A of the UCC ("Article 2A")) in the continental United States as of the date on which we have a reasonable opportunity to remarket the Unit for the period, commencing on such date, which is comparable to the then remaining Lease Term, as applicable; provided, however, you acknowledge that if we are unable after a reasonable effort to dispose of the Unit at a reasonable price and pursuant to other reasonable terms, or the circumstances reasonably indicate that

such an effort will be unavailing, the "market rent" in such event will be deemed to be \$0.00, but in the event that we do eventually re-lease or otherwise dispose of the Unit, we will apply the net proceeds of such disposition, to the extent received in good and indefeasible funds, as a credit or reimbursement, as applicable, in a manner consistent with the terms of this Lease and the applicable provisions of Article 2A. Any amounts discounted to present value, shall be discounted at the rate of three percent (3%) per annum, compounded annually;

(ii) you fail to return a Unit in the manner and condition required by this Lease, or we recover and sell the Unit, you will pay to us on demand an amount calculated as the Casualty Loss Value of the Unit (determined as of the next Monthly Rent payment date after the date of the Event of Default), together with all costs and expenses (as defined below), less a credit for any disposition proceeds, if applicable pursuant to the application provisions in the next sentence. If we demand the Liquidated Damages under this part (ii) and recover and sell the Unit, we will apply any proceeds received in good and indefeasible funds: **first**, to pay all costs and expenses not already paid; **second**, to pay us an amount equal to any unpaid Rent due and payable, together with the Liquidated Damage amounts specified in this part (ii), to the extent not previously paid; **third**, to pay us any interest accruing on the amounts covered by the preceding clauses, plus late charges, from and after the date the same becomes due, through the date of payment; **fourth**, to pay us an amount equal to any remaining obligations that you owe us under this Lease.

The remedies provided to us are cumulative and in addition to all other remedies at law or in equity. You will remain liable for any deficiency and we will retain any excess after our exercise of these remedies. To the extent you are entitled to a refund from us, you agree we have the right to offset any obligation that you have with us or our affiliates with such refund.

15. Return of Unit On expiration of the Lease Term or if we demand possession of a Unit pursuant to the terms of the Lease, you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 7 and the applicable Application Survey. You will deliver the Unit, at our option, (a) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (b) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 7 and the applicable Application Survey, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. You are obligated to pay holdover rent in the amount equal to 1/30th of the Monthly Rent plus any other costs and expenses for each day following the end of the Lease Term on any Unit that is not returned or purchased pursuant to the terms of this Lease.

16. Purchase Option At the expiration of the Lease, if no Event of Default has occurred and is continuing, you may choose to purchase any Unit for the Option Purchase Price set forth on the front of this Lease if this Lease includes an Option Purchase Price. In order to exercise a purchase option, you must send written notice to us at least sixty (60) days prior to the end of the Lease Term. Upon receipt of the Option Purchase Price and all other amounts owing under the Lease, plus any taxes or our other costs and expenses arising from the sale of the Unit or the delivery of the bill of sale, we will deliver to you, upon request, a bill of sale without warranties except that the Unit is free of all encumbrances of any person claiming through us. You agree to purchase the Unit **"AS IS, WHERE IS, WITH ALL FAULTS."** Any applicable purchase option must be exercised as of the last day of the Lease Term and it is not available during any holdover period.

17. Your Assurances and Representations Each of us intends that: (i) this Lease constitutes a true "lease" and a "finance lease" as such terms are defined in Article 2A and not a sale or retention of a

security interest; (ii) you have selected the "Supplier" (as defined in Article 2A) and have directed us to purchase each Unit (excluding any Additional Collateral) from this Supplier; (iii) you were informed, before your execution of this Lease and are hereby informed in writing that you are entitled under Article 2A to the promises and warranties, including those of any third party, provided to us by the Supplier in connection with or as part of the purchase of the Units, and that you may communicate directly with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations on remedies relating thereto; and (iv) we are and shall remain the owner of each Unit (unless sold by us pursuant to any Lease Document), and you shall not acquire any right, title or interest in or to such Unit except the right to use it in accordance with the terms hereof.

You represent and warrant to us that: (a) You will use each Unit for business purposes only and not for personal, family or household use. (b) You will provide all financial information and reporting as we may reasonably require. (c) All credit, financial and other information submitted by you or on your behalf to us in connection with this Lease is and shall be true, correct and complete. (d) You will not change your name, principal place of business or primary residence and, if you are a business entity, your state of formation or form of business organization (including by merger, consolidation, reincorporation or restructure) without prior written notice to us. (e) We may share any of your information provided by you, or gathered by us, with any affiliate of ours that has or may extend credit to you. (f) You will not assign this Lease or any right or obligation under it without our prior written consent.

You agree, at your expense, to do any act and execute, acknowledge, authorize, deliver, file, register, and record any documents that we deem desirable in our reasonable discretion to protect our title or rights in a Unit and our rights and benefits under this Lease. You hereby irrevocably appoint us as your attorney-in-fact for the signing and filing of such documents and authorize us to delegate these limited powers.

You will not remove, disable, or impair any Unit monitoring system such as Cat® Product Link, if the Unit is equipped with such system. You agree to permit Caterpillar Inc. or its subsidiaries or affiliates, including us (collectively "Caterpillar") and Caterpillar dealers to access data concerning the Unit, its condition, and its operation transmitted from the monitoring system. The information may be used: (1) to administer, implement, and enforce the terms of this Lease, (2) to recover the Unit if necessary, and (3) to improve Caterpillar's products and services. You agree that information transmitted may include, among other things, the serial number, VIN, location, and operational and other data, including but not limited to fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments.

18. Assignment; Counterparts We may assign, sell or encumber all or any part of this Lease, the Rent, and the Units with or without notice to you. THE RIGHTS OF ANY SUCH ASSIGNEE WILL NOT BE SUBJECT TO ANY DEFENSE, COUNTERCLAIM OR SET OFF WHICH YOU MAY HAVE AGAINST US. If requested by us, you will assist us in the assignment of any of our rights under this Lease. If requested by us, you will also sign a notice of assignment in a form approved by us. If notified by us, you will make all payments due under this Lease to the party designated in the notice without offset or deduction. In connection with any potential or actual assignment, you consent to the sharing of your credit file information, including personal information relating to your principals, with any potential assignee. Upon any assignment by us of our rights under this Lease, and except as may otherwise be provided herein, all references in this Lease to "Lessor", "we", "us", and "our" will mean the assignee. This Lease is for the benefit of, and is binding upon, your and our respective successors and assigns. Though multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged, and certified by us on the signature page as the original will constitute original chattel paper. A photocopy or facsimile of this Lease will be legally admissible under the "best evidence rule." A signed copy of this Lease and any related document sent electronically will be treated as an original document and will be admissible as evidence thereof, and all signatures thereon will be

binding as if manual signatures were personally delivered. You are hereby notified that we may assign our rights (but not our obligations) under this Lease and in the Units to CF Exchange, LLC, a qualified intermediary, as part of a 1031 exchange.

19. Effect of Waiver; Entire Agreement; Notices; Applicable Law

Our delay or omission in exercising any right or remedy will not impair such right or remedy. A delay or omission by us will not be construed as a waiver of any Event of Default. Any waiver or consent by us must be in writing. This Lease and the Lease Documents completely state our and your rights and supersedes all prior agreements with respect to a Unit. All notices must be in writing, addressed to the other party at the address stated on the front of this Lease or at such other address as may be furnished in writing. This Lease is governed by and construed under the laws of the State of Tennessee, without giving effect to the conflict-of-laws principles. You consent to the jurisdiction of any state or federal court located within the State of Tennessee. **THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS LEASE, THE OBLIGATIONS, OR THE UNITS.**

20. No Agency; Modification of Lease; Miscellaneous

No person or entity, including, without limitation, the supplier or the manufacturer of the Units, is authorized to act as our agent regarding this Lease. No waiver, modification, or change in this Lease will bind us unless provided by us in writing. Oral agreements are not binding. You agree that we may correct patent errors in this Lease and the Lease Documents and fill in blanks including for example correcting or filling in serial numbers, VIN numbers, and dates. Headings in this Lease are inserted for convenience only. Headings do not affect the meaning or interpretation of this Lease. If a provision of this Lease is invalid under any law, it shall be deemed omitted. Any such omission will not invalidate the remaining provisions. To the extent any payment due us under this Lease is deemed to be usurious, the payment obligation shall be amended and limited to the maximum lawful amount. All obligations under this Lease survive the expiration or termination of the Lease if necessary to give full effect to the terms of this Lease.

By signing this Lease, you certify that you have read this Lease and all the other Lease Documents, including each Application Survey.

SIGNATURES

LESSOR

Caterpillar Financial Services Corporation

Signature _____

Name (print) _____

Title _____

Date _____

LESSEE

ENID MUNICIPAL AUTHORITY

Signature _____

Name (print) _____

Title _____

Date _____



**Amendment to Tax Lease
Transaction Number 3195972**

This Amendment (the "Amendment"), dated _____, 2017 (the "Effective Date"), to the Tax Lease (the "Lease") for the Transaction Number set out above is by and between the parties identified below.

PARTIES

LESSOR:

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE:

CITY OF ENID, OKLAHOMA
401 West Owen K. Garriott Road
P.O. Box 1768
Enid, Oklahoma 73702

TERMS AND CONDITIONS

- Capitalized terms used but not defined herein shall have the meaning given them in the Lease.
- Except as provided herein, the Lease shall remain unchanged and in full force and effect in accordance with its terms. Any additional modifications are null and void unless approved in writing by you and us. Nothing herein shall be deemed to be a waiver or amendment of any other provision contained in the Lease or any of our rights or remedies under the Lease.
- As of the Effective Date, the Lease is hereby amended as set forth below.

AMENDMENT

1. Section 11 of the Lease (headed "Waiver and Indemnity") is amended and restated in its entirety as follows:

"11. Waiver and Indemnity You release us (including any assignee of ours) and our directors, officers, agents and employees (each, an "Indemnitee"), from and against any and all Claims (defined below) (other than those directly resulting from the actual gross negligence or willful misconduct of the Indemnitee). Claims include any of the foregoing arising from: (i) a Lease Document; (ii) a Unit, including the contents and any regulated or hazardous substances at any time contained in a Unit or emitted from a Unit, (iii) the premises at which any Unit may be located from time to time; (iv) the ordering, acquisition, delivery, installation, or rejection of a Unit; (v) the possession of a Unit or any property to which the Unit may be attached from time to time; (vi) the maintenance, use, condition, ownership or operation of any Unit, during the Lease Term; (vii) the existence of a latent or other defect (whether or not discoverable by you or us) with respect to a Unit; (viii) any Claim in tort for negligence or strict liability in relation to a Unit; (ix) any

Claim for patent, trademark or copyright infringement in relation to a Unit; (x) the Total Loss or damage, return, surrender, sale, or other disposition of any Unit or any part thereof; or (xi) any Claim involving or alleging environmental damage, or any criminal or terrorist act, relating in any way to a Unit. To the extent necessary under law or regulation, in order to eliminate liability for us, we transfer and you accept the transfer from us of any and all liability associated with exhaust emissions in connection with the Units. Under no condition or cause of action will we be liable for any loss of actual or anticipated business or profits or any special, indirect, or consequential damages."

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

CITY OF ENID, OKLAHOMA

Signature _____

Signature _____

Name (print) _____

Name (print) _____

Title _____

Title _____

Date _____

Date _____

PARTIES

LESSOR ("we", "us" or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ("you" or "your"):

ENID MUNICIPAL AUTHORITY
1500 W POPLAR AVE
ENID
OK 73702

We and you agree to add the following paragraph to the Lease:

You represent and warrant to us that you (i) have sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year and (ii) reasonably believe that funds can be obtained sufficient to make all rental payments during the term of the Lease. You hereby covenant that you will do all things reasonably within your power to obtain funds from which the rental payments may be made, including (i) providing for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding and (ii) using your *bona fide* best efforts to have such portion of the budget approved. It is your intent to make rental payments for the full term of this Lease if funds are available therefor, and you represent that the use of the Units is essential to your proper, efficient and economic operation. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for rental payments due under this Lease, then you will immediately notify us of such occurrence and this Lease will terminate on the last day of the fiscal year for which appropriations were received. You will not incur any penalty or expense as a result of any such termination of this Lease, and you will have no obligation to make rental payments with respect to the remainder of the Lease, but you will be obligated to pay rental payments to the extent funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, you agree to return the Units to us pursuant to Section 15 of this Lease, and we will have all legal and equitable rights and remedies to take possession of the Units. Notwithstanding the foregoing, you agree that you will not cancel this Lease if any funds are appropriated for the acquisition, retention or operation of the Units or other equipment performing functions similar to the Units.

SIGNATURES

LESSOR

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____

Name (print) _____

Title _____

Date _____

LESSEE

ENID MUNICIPAL AUTHORITY

Signature _____

Name (print) _____

Title _____

Date _____





Construction Equipment Application Survey

Customer Name: ENID MUNICIPAL AUTHORITY Location: 1500 W POPLAR AVE, , ENID, OK 73702
 Make: Caterpillar Model: 623K Quantity: 1 Serial Number: WTB00248 VIN #:
 Monthly Usage: 125.00 Current Hours: 0.00 Dealer: WARREN POWER & MACHINERY, INC Dealer Location: MIDLAND, TX

***** IMPORTANT INFORMATION *****

RESIDUAL EXCEPTION REQUESTS must be submitted to Lessor for the following applications: landfill, transfer and recycling stations; demolition, scrap yards and steel mills; salt, chemical, and corrosive environments such as feed lots, dairy farms, rendering plants, mushroom farms, fertilizer and lime handling, salt water areas and all hazardous waste handling; dusty or poor underfoot conditions; all mining applications. Any applications requiring unusual attachments, unit modifications or that involve non-traditional use of the unit. Any transaction with ten or more of one model.

MAJOR ATTACHMENTS:

Air Conditioning Tires Cab

BLADES/BUCKETS/RIPPERS:

Autolube Grade Control ARO READY

MARKET CATEGORIES:

Standard Environment - Agricultural-Crop, Ag Non-Manure, Road Building, Utilities, Dams & Bridges, Airport, Site Prep Landfill, Landscaping, Pipeline, Commercial Residential, Site Development.

IF "SEVERE" OR "OTHER" DESCRIPTION OF ACTUAL APPLICATION REQUIRED:

MAXIMUM USAGE:

The model listed and equipped as stated above will be operated an estimated total of **125.00 hours per month** over a term of **60 months** for total usage during the lease term of **7500.00 hours**. This total usage combined with any accumulated hours prior to the Lease inception date, as stated above under current hours, will be the **total allowable machine hours** for the life of the Lease and the basis for any overuse charges.

$$\text{Total Lease Hours } 7500.00 + \text{Current Hours } 0.00 = \text{Total Allowable Machine Hours } 7500.00$$

OVERUSE CALCULATION:

In addition to Lessor's other rights hereunder and not in lieu thereof, Lessee shall pay Lessor additional rent for each hour in excess of the Total Allowable Machine Hours established for the Lease as stated above. This hourly rate shall be \$83.64 per hour.

Please note: To avoid overuse charges, notify Lessor immediately of any increase in machine usage that will cause the total usage to exceed the "Total Allowable Machine Hours" as stated above. The Lease may be adjusted to reflect the correct hour usage.

REMEDY FOR RETURN CONDITIONS:

Lessee will be invoiced for the parts and labor based on your local Caterpillar dealer's retail prices and retail labor rates to replace tires, undercarriage components, belts and all other non-conforming components as outlined in the **"REMAINING LIFE REQUIREMENTS"** section of the Mandatory Condition of the Unit Upon Return. The invoiced amounts will be based on the following percentages of remaining life and is payable upon receipt of invoice:

Life Remaining	Charge to Lessee
50% or greater	No charge to Lessee
31% to 49%	50% charge to Lessee
0% to 30%	70% charge to Lessee

SEE PAGE TWO FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS APPLICATION SURVEY.



LESSOR RETAINS THE RIGHT TO ASK FOR ANY AND ALL REPAIR AND MAINTENANCE RECORDS DURING THE LEASE TERM AND/OR LEASE TERMINATION. A FULL UNIT INSPECTION MAY BE CONDUCTED AT LESSEE'S EXPENSE AT ANY TIME EVIDENCE DEMONSTRATES THAT THE UNIT(S) ARE BEING ABUSED FROM NEGLIGENCE OR MISAPPLICATION.

MANDATORY CONDITION OF EQUIPMENT UPON RETURN:

Notwithstanding the provisions of: Sections 7 and 15 of the Tax Lease, Lessee agrees that each Unit, upon its return, shall:

MAINTENANCE AND GENERAL REQUIREMENTS:

- Give Lessor sixty (60) days notice prior to the Lease termination date of Lessee's intention to return any and all Units to Lessor.
- Return the Units in the same configuration, with all attachments, as when delivered at lease inception. Lessee is responsible for costs, including but not limited to, fees, taxes and duties associated with tear down, loading, shipping and unloading of Units to a site designated by Lessor.
- Ensure the Units upon return are thoroughly cleaned, steam cleaned if available, and free from all oil, hydraulic and fuel leaks.
- Operate and maintain all Units in accordance with Caterpillar Lubrication and Maintenance and Operators guide books, and insure all maintenance is performed at recommended intervals and only genuine Caterpillar filters and parts are used for all maintenance and repairs. All Units must be in good operating condition and be able to perform all tasks under rated load.
- Enroll all Units in a Caterpillar dealer Scheduled Oil Sampling (SOS) or comparable program, where available, for the entire lease, and insure all fuels, lubricants, additives, and radiator water is clean and complies with Caterpillar recommended standards.
- Ensure all Units are operated only in the applications for which they were designed and manufactured.
- Maintain a working engine hour meter at all times. Keep complete records of all hour meter changes along with major component change outs and routine maintenance and repair records.
- Ensure all service contracts are fully implemented and all maintenance and repairs are made on schedule. Product Improvement Programs (PIP's) must be complete before the Units are returned. **ATTACH A COPY OF ANY AND ALL REPAIR AND MAINTENANCE CONTRACTS AND PLANNED COMPONENT REPLACEMENT PROGRAMS.**
- Provide a secured place to store off-lease Units upon request from the Lessor. Provide access to the Units for purposes of maintenance or demonstration to prospective buyers at Lessor's request.

SPECIFIC TINYWARE AND SAFETY REQUIREMENTS:

- Ensure the operator's compartment is clean, and all switches, monitoring systems (EMS, VIMS, VIDS), gages, control levers, pedals, radio, mirrors, seats, insulation and all other contents are complete and in good working order.

- Ensure all window glass is clear, and free from cracks and major pits, all window frames, doors and weather stripping are complete, and all service access compartment covers and doors, fenders, and other flat metal or plastic surfaces are in good working order and free from dents and cracks.
- Ensure all standard Caterpillar and non-Caterpillar safety items are complete and in good working order, including but not limited to, roll over protection (ROPS) and falling object protection (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, warning alarms, cameras and monitors.
- Ensure all electrical components, including but not limited to, wiring harness, batteries, alternators, drive belts, lighting and air conditioning systems are complete and in good working order.
- Ensure all repairs made to main structures, including but not limited to, main frames, roller frames, car bodies, swing gears, drawbars, circles, component housings, loader arms, booms, sticks, tag links, loader linkages, truck bodies, buckets, rippers, and arches must be accomplished in accordance with factory recommended materials and repair procedures.

REMAINING LIFE REQUIREMENTS:

- Ensure all ground engaging tools, including but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet, tines, screeds, elevator flights, forks, and top clamps have good structural integrity and have fifty percent (50%) minimum remaining life.
- Return all track and rubber belted Units with a minimum of fifty percent (50%) remaining life on each and every component, including but not limited to, track shoes, links, pins, bushings, idlers, bogies, sprockets, carrier rollers, and track rollers. Belts cannot have any cuts that extend into the cords and must not be missing guide blocks or grouser bars (lugs). Charges will be assessed for each component not meeting the requirement.
- Return all rubber tire Units with a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls.

SIGNATURES

This Application Survey is considered to be an integral part of the Lease between Lessor and Lessee. The information obtained from this Application Survey will be of primary importance in the Lease payment schedule. Any change in the location, severity of application, annual hourly usage and/or attachments or configuration must be approved in writing by Lessor.

SEE PAGE ONE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS APPLICATION SURVEY.

ENID MUNICIPAL AUTHORITY

LESSEE

Signature: _____

Name (PRINT): _____

Title: _____

Date: _____



INSURANCE SELECTION FORM-OUTSIDE INSURANCE CARRIER

Per your Lease agreement with us, you must arrange physical damage and general liability insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation designed specifically for the purchasers of Caterpillar equipment. If a quote is not included in your document package, please contact your Caterpillar Dealer, call 1-800-248-4228, or e-mail Cat.Insurance@cat.com.

Please complete this form to provide contact information for your liability coverage as well as your physical damage coverage if you did not elect Caterpillar Insurance for physical damage.

Transaction Number: 3195972 Dealer Name: WARREN POWER & MACHINERY, INC
Customer's Name: ENID MUNICIPAL AUTHORITY
Address: 1500 W POPLAR AVE ENID, OK 73702

I have entered into the above agreement under which I am responsible for providing insurance against ALL RISKS of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Table with 5 columns: Model #, Equipment Description, Serial #, VIN #, Value Including Tax. Row 1: 1. 623K, 2017 Caterpillar Scraper, WTB00248, VIN #, \$840,322.00

Insurance Agency Insurance Agent's Name
Street Address
City State Zip
Agent's Phone Number Fax Number E-mail Address

TO CUSTOMER'S INSURANCE AGENT

I hereby instruct you to add Caterpillar Financial Services Corporation and its successors and/or assigns as a Loss Payee for physical damage and as an Additional Insured for general liability:

- [] To my existing policy number(s) _____, which now provide the coverage required, or
[] To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

- [] I do not need outside insurance coverage at this time.
[] I have outside insurance coverage and have provided agency information or a copy of the insurance certificate.

Signature: _____

Name (PRINT): _____

Title: _____

Date: _____

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

**PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:
CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203**

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CUSTOMER INFORMATION VERIFICATION
(Required Document)



In our efforts to continue providing timely customer service, we need your assistance confirming the following information. If any information is incorrect or missing, please note the necessary changes below and return this form with your signed documents. In addition, please review the Data Privacy Notice stated below. Thank you in advance for your cooperation.

Purchase Order # for new contract: _____

Current Information on file **Please make corrections here**

Customer Name:	ENID MUNICIPAL AUTHORITY	_____
Physical Address:	1500 W POPLAR AVE	_____
	ENID, OK 73702	_____
Mailing Address:	PO BOX 1768	_____
	ENID, OK 73702	_____
Equipment Location:	1500 W POPLAR AVE	_____
	ENID, OK 73702, GARFIELD	_____
Business Phone:	(580)616-7322	_____
E-mail Address:		_____
Accounts Payable Contact Name and Phone:		_____
Tax Information		_____
Sales Tax Rate:	0	_____

(Please note: Sales Tax Rate, includes all applicable State, County, and City sales tax)

City Limits **Asset outside the City Limits? Yes ___ No ___**

Tax Exemption Status

Please indicate if you are tax exempt. Exempt*
 Non-Exempt

***A Tax Exemption Certificate is required for all tax exempt customers. If you are tax exempt - please enclose a current tax exemption certificate to be returned with your documents.**

Electronic Copy Available Upon Funding

If you would like an electronic copy of your contract, please provide a valid email address below (one letter per line).

The information above has been reviewed and is accurate to the best of my knowledge with exception of any corrections as noted.

***Should the above changes apply to ALL of your contracts, OR for this contract ONLY?**
 ALL CONTRACTS
 THIS CONTRACT ONLY

THE ABOVE INFORMATION HAS BEEN REVIEWED AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE WITH EXCEPTION OF ANY CORRECTIONS AS NOTED.

Customer Initials

Data Privacy Notice: *This notice pertains to personal data supplied in connection with your credit application. By providing your information to Caterpillar Inc. or any of its subsidiaries or affiliates, including Caterpillar Financial Services Corporation (collectively "Caterpillar"), you are agreeing that the information may be shared among Caterpillar and its partners and dealers, and used to process your applications for credit and other orders and to improve or market Caterpillar products and services. If you have any questions pertaining to this notice, please contact the Data Privacy Coordinator at 615-341-8222.*



Opinion of Counsel

**Re: Tax Lease (Transaction Number 3195972) (the "Lease")
Between ENID MUNICIPAL AUTHORITY ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")**

Sir/Madam:

I am an attorney for Lessee, and in that capacity I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessee and any subsequent assignee of Lessee's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Oklahoma (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
6. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
7. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
8. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
9. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
10. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

Name (PRINT): Carol Lahman
 Signature: *Carol Lahman*
 Title: city attorney

Date: 9/11/2017
 Address: P.O. Box 1768
Enid, Oklahoma
73702

This Purchase Agreement is between **WARREN POWER & MACHINERY, INC** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>	<u>Serial#</u>	<u>VIN #</u>	<u>Freight</u>	<u>Total Price</u>
(1) 623K New Caterpillar Scraper	WTB00248		\$0.00	\$840,322.00

Lessee:
ENID MUNICIPAL AUTHORITY
1500 W POPLAR AVE
ENID OK 73702

Subtotal	\$840,322.00
Federal Excise Tax	0.00
Other Tax	0.00
Total Purchase Price	\$840,322.00
Unit(s) Delivery Point:	
1500 W POPLAR AVE	
ENID, OK 73702, GARFIELD	

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____
Name(Print) _____
Title _____
Date _____

WARREN POWER & MACHINERY, INC

Signature _____
Name(Print) _____
Title _____
Date _____



1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.



PLEASE DISREGARD THIS OFFER IF YOU ALREADY HAVE A COMMERCIAL ACCOUNT

ENID MUNICIPAL AUTHORITY
1500 W POPLAR AVE
ENID, OK 73702

IMPORTANT OPPORTUNITY

As a Caterpillar Financial Services Corporation customer, you now have the opportunity to open a Commercial Account. Commercial Account is an easy and convenient way to pay for parts, service or rentals, and is accepted at all Cat Dealers and Cat Rental Stores in the U.S. With the Commercial Account, you will have the ability to better manage your cash flow by making a monthly minimum payment of 10% on all your parts and service purchases. Rental payments must be paid in full the month following the charge. You will receive one detailed monthly statement of your charges, and have the ability to view your transactions online through our secure website 24/7.

Through the Commercial Account you may also receive special 0% financing on rebuilds and major repairs (see your Cat Dealer for details).

- If you need flexibility in paying for a large repair or work tool purchase or
- You need expanded access to Caterpillar Dealers as your work grows beyond your dealership's area, then the Commercial Account is for you.

To request that an account be opened for you, please complete the application on the next page. Sign the application and return it with this document package OR fax it back to us at 615-341-5925.

If you are interested in a certain credit line amount, please indicate the desired amount on the application. Upon receipt, we will review your request and advise you of our decision.

Once you have returned the enclosed application, you will receive a welcome package with your credit line amount, account number and the Customer Agreement. **

For more information, please call us at 1-888-CAT-8811 or visit us at www.catfinancial.com/commercialaccount. Take advantage of this offer and activate your account today!

Best regards,

The Commercial Account Team

***Reply by: NOVEMBER 07, 2017 to take advantage of this offer.**

****In some instances, we may not be able to open an account for you based on your credit report and other pre-determined criteria. We will notify you by mail if we are unable to open an account for you.**



CREDIT APPLICATION (SUBMIT WITH DOCUMENTATION PACKET)
 Caterpillar Financial Commercial Account Corporation
 Phone: (800) 651-0567 Fax: (615) 341-5925
 Email: Credit.Department@cat.com

ENID MUNICIPAL AUTHORITY
 1500 W POPLAR AVE
 ENID, OK 73702

NOTICES

Definitions: The terms "you" and "your" will refer to the person applying for financing, each Guarantor and each Signatory signing this credit application. The terms "we", "us" or "our" will refer to Caterpillar Financial Services Corporation ("CFSC") and/or Caterpillar Financial Commercial Account Corporation ("CFCAC" and, together with CFSC, the "Cat Financial Companies"), either individually or collectively, as applicable. Collectively, the Cat Financial Companies, Caterpillar Inc. and their affiliates and subsidiaries are referred to herein as the "Caterpillar Companies".

Representations and warranties: You represent that the information provided by you in this credit application (i) is true, correct and complete and (ii) is provided for the purpose of you obtaining credit from us.

Privacy Notice: You authorize us, or our designee, to investigate or obtain from other Caterpillar Companies, sellers of Caterpillar products (each a "Dealer"), banks, consumer reporting agencies, financial institutions, merchants, customers or any other person or entity any personal or business information related to you that we may deem appropriate, including but not limited to consumer reports and credit histories, for the use described herein. You authorize and instruct each such person or entity to furnish, share or otherwise make accessible to us any such information in their possession. We may use and rely upon such information, and any information provided in this credit application, (a) to make a credit decision to extend credit now or in the future pursuant to a subsequent application or request, (b) to continue any previously provided credit, (c) to review your account, (d) to assist in any collection activity, (e) to otherwise investigate your credit, (f) to improve or market Caterpillar products and services, and (g) to share such information with any other person or entity, including but not limited to the Caterpillar Companies, Dealers, consumer reporting agencies, financial institutions, and merchants.

This application for credit is solely from us. A decision to grant or deny business credit by CFSC will be made by CFSC, and a decision to grant or deny credit by CFCAC will be made by CFCAC. We may, in our sole discretion, refuse to extend business credit, goods, or services to you and may terminate any such credit extended at any time. Any references to a requested amount of credit in this credit application will not be deemed a limitation of liability by you. You understand and agree that any credit granted by us to you will be governed by the provisions and conditions set forth in CFCAC's Customer Agreement (or similarly titled) between us where granted by CFCAC or the applicable agreements between us where granted by CFSC.

You acknowledge that this credit application is for business customers only (including sole proprietorships) and credit provided by us in connection with this credit application may not be used to acquire equipment or services for personal, household or family purposes. You acknowledge that you have read and fully understand the terms and conditions contained in this credit application.

The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning these creditors is the FTC Regional Office for the region in which the Cat Financial Companies operate or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, contact us at the applicable address below within 60 days from the date you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days from receiving your request for the statement.

Caterpillar Financial Services Corporation, Attn: Credit Manager, 2120 West End Ave., P.O. Box 340001, Nashville, TN 37203

COMPLETE if you are financing PARTS, SERVICE, ATTACHMENTS or RENTING equipment from a Cat Dealer with Commercial Account

Requesting a revolving credit limit range of (select ONE): \$ _____ \$25,000 or less \$25,000-\$75,000 \$75,000 or more (see FINANCIAL section below)

Billing preference (select ONE or statement billing will apply):

- STATEMENT BILLING:** Receive one statement monthly that covers all transactions made during that period. A minimum payment of 10% (revolving) of the account balance plus interest is due each payment cycle, or pay in full without interest charges. Rental charges are due in full by the due date. As with all statement billing methods payments are applied to the oldest outstanding balance.
- INVOICE BILLING:** Immediately receive a separate Invoice Bill that mirrors the dealer invoice for each transaction you make, plus receive a monthly summary of all paid and open invoices. The full payment of the invoice is due on the stated terms.

Name(s) of individual(s) authorized to charge on account: 1) Name _____ 2) Name _____

Contact Credit.Department@cat.com to request additional authorized users.

FINANCIAL: Attach the following if financing exceeds \$75,000 for a Commercial Account

Financial statements for the last 2 fiscal year-ends, latest interim statements and comparable interims from prior year (if fiscal year-end is over 120 days), and a detailed list of work on hand

Additional financial information may be required.

SIGNATURES

Required signatures: If you are a legal entity (e.g., corporation, limited liability company or limited liability partnership), an authorized person must sign below on your behalf in addition to each owner listed in this credit application. If you are a partnership or a sole proprietorship, each owner must sign below.

I already have, or do not wish to apply for, a Caterpillar Financial Commercial Account.

Ownership (To be completed by every owner; ID required)

1) Signature _____ Printed Name _____ Date _____

2) Signature _____ Printed Name _____ Date _____

Authorized Signature (Individual OTHER than owner) _____ Date _____

Printed Name _____ Title _____

REVISED 2013

DIRECT PAY AUTHORIZATION FORM
Caterpillar Financial Services Corporation



CUSTOMER INFORMATION - (Please Type or Print Legibly)

Name _____
 Company Name _____
 Address _____
 City _____ State _____ Zip Code _____ Phone Number _____

BANKING INFORMATION - Please attach a voided check or complete the following section

(Checking account only)

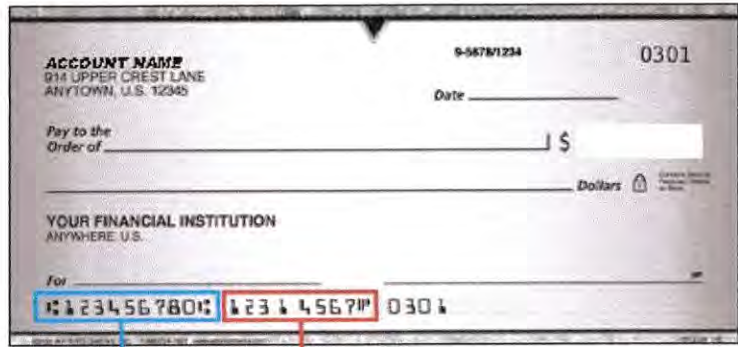
Bank Name _____

Account Name (exactly as it appears on Check)

Routing Number _____ 9 digits

Account Number _____ 3-17 digits

Re-Enter Account Number _____ 3-17 digits



Routing Number Account Number

CONTRACT(S) to be set up on Direct Debit

Please list all contract(s) with Caterpillar Financial that you wish to have the payment debited each month. Please indicate by listing the contract numbers in the space provided below.

 Start Month: _____

Please initial the preceding line if you would like monthly invoices mailed to you for your contract(s). If you do not initial this line, you will not receive monthly invoices while paying your contract(s) via direct pay.

SIGNATURES

- I decline direct debit authorization at this time.
- I request and authorize Caterpillar Financial Services Corporation to begin debiting my account, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment.

X _____
 Signature* Date

X _____
 Signature* Date

*As it appears at your bank. For a joint account, all depositors must sign if more than one signature is required on checks issued against the account.

Please return form with document package or by fax to 615-341-3778 or by e-mail to nabc.directdebit@cat.com or by mail to Caterpillar Financial Services Corporation - Attn: NABC - Cash Applications 2120 West End Avenue, Nashville, TN 37203.

For questions, please contact Customer Service Tel: 1-800-651-0567 and ask to speak with a Cash Application Specialist



City Commission Meeting

12.3.

Meeting Date: 09/19/2017

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$73,055.98.

Attachments

Claimslist

JP Morgan Claimslist

Meeting Date: 09/19/2017

Submitted By: Kristin Martin, Executive Assistant

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 ADM MILLING 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 8.5.

RECOMMENDATION:

Consider resolution.

PRESENTER:

Nate Ellis, Public Finance Law Group LLC Attorney

Attachments

Resolution
Security Agreement
Agreement
Final Invoice

RESOLUTION

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 ADM MILLING 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 ADM Milling Economic Development Project Plan dated April 17, 2017 (the "Project Plan") by Ordinance No. 2017-10 dated May 16, 2017 (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. 8, City of Enid (as more specifically described herein, the "Increment District"), pursuant to the Local Development Act; and

WHEREAS, the Authority, the City, and ADM Milling Co. (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 Investment 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 19TH DAY OF SEPTEMBER, 2017.

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 6:30 o'clock P.M., on September 19, 2017, 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 19TH DAY OF SEPTEMBER, 2017.

ENID ECONOMIC DEVELOPMENT
AUTHORITY

(SEAL)

Secretary of Authority

SECURITY AGREEMENT

THIS SECURITY AGREEMENT dated as of the 19th day of September, 2017, 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 ADM Milling Economic Development Project Plan dated April 17, 2017 (the “Project Plan”) by Ordinance No. 2017-10 dated May 16, 2017 (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. 8, City of Enid (as more specifically described herein, the “Increment District”), pursuant to the Local Development Act; and

WHEREAS, the City, the Authority, and ADM Milling Co. (including its successors and assigns, the “Company”) have heretofore entered into an Economic Development Agreement dated as of September 19, 2017 (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 Investment 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: An amount equal to 50% annually of the TIF Revenues 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 50% of TIF Revenues, an annual amount equal to \$87,500 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 \$350,000 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 19th day of September, 2017, by Bill Shewey, Chairperson of the Enid Economic Development Authority, a public trust, on behalf of the trust.

Notary Public

(SEAL)

My commission expires 08/26/2020.
My commission number 04007771.

STATE OF OKLAHOMA)
)SS
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me this 19th day of September, 2017, by Bill Shewey, Mayor of The City of Enid, Oklahoma, on behalf of the City.

Notary Public

(SEAL)

My commission expires 08/26/2020.
My commission number 04007771.

ECONOMIC DEVELOPMENT AGREEMENT

BY AND AMONG

ADM MILLING CO.

and

ENID ECONOMIC DEVELOPMENT AUTHORITY

and

THE CITY OF ENID, OKLAHOMA

Dated as of September 19, 2017

ECONOMIC DEVELOPMENT AGREEMENT

This ECONOMIC DEVELOPMENT AGREEMENT dated as of September 19, 2017 (the “Agreement”), by and among ADM MILLING CO., a Minnesota corporation (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 ADM Milling Economic Development Project Plan dated April 17, 2017 (the “Project Plan”) by Ordinance No. 2017-10 dated May 16, 2017 (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. 8, City of Enid (as more specifically described herein, the “Increment District”), pursuant to the Local Development Act; and

WHEREAS, the Project Plan supports the achievement of the economic development objectives of the City in accordance with previously approved strategies and plans to incentivize capital investment in existing facilities to serve as a catalyst for retaining and expanding employment in the area, attract major investment in the area, preserve and enhance the tax base and make possible investment, development, and economic growth that would be difficult or impossible without the project and the apportionment of ad valorem taxes from within the Increment District; and

WHEREAS, the Company proposes to modernize their milling facilities in the City to meet growing customer demands that require improved efficiencies, and such upgraded facilities will reduce emergency downtime and allow the mill to consistently operate at capacity allowing ADM to capture sales growth with new customers, which will encourage commerce and generate a corresponding growth in the local tax base (collectively, the “Project”); and

WHEREAS, the proposed Project is located on the east side of N. 4th Street, north and west of the Burlington Northern Railroad mainline, contiguous with the boundaries of Parcel ID 0000-05-55N-06W-3-312-00 (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 Investment Incentives (as defined herein) to maximize the amount of capital investment in 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 September 19, 2017, entered into by and among the Company, the City, and the Authority.

“Apportionment Fund” shall mean the Increment District No. 8, 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 ADM Milling Co., a Minnesota corporation.

“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. 8, City of Enid, Oklahoma, as established by the Local Act, generally described as an area on the east side of N. 4th Street, north and west of the Burlington Northern Railroad mainline, contiguous with the boundaries of Parcel ID 0000-05-55N-06W-3-312-00. See Exhibit A for a map showing the Increment District. See Exhibit B for a legal description of the area of the Increment District.

“Investment Incentives” shall mean the economic incentives in the form of assistance in development financing representing 50% of the total ad valorem taxes generated by long-term capital investment at the Project Site within the Increment District, all as more specifically described in Article II herein.

“Local Act” shall collectively mean Ordinance No. 2017-10 adopted and approved by the City on May 16, 2017, 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 new 15,000 cwt (cental or hundredweight) milling unit to replace both of the existing 7,500 cwt milling units 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 ADM Milling Economic Development Project Plan dated April 17, 2017, 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.

“Traffic Improvements” shall mean the infrastructure improvements to North 4th Street (N. Allen Rd.) that will better serve the truck traffic supporting facility operations. The scope of the Traffic Improvements will be to mill, overlay, and or replace portions of N. 4th Street as necessary to provide adequate infrastructure serving the ADM Milling operations.

“Security Agreement” shall mean the Security Agreement dated as of September 19, 2017, 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 capital investments 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 maximize the amount of capital investment at the ADM Milling facilities in order to provide a significant enhancement to the tax base long term, and will also encourage the retention, and if possible, the expansion of full-time employment opportunities at the facility.

The Company has proposed to invest in excess of \$32 million to modernize its facilities in the City, with the potential for expansion in the future. The Company proposes to close both of the 7,500 cwt milling units and build a 15,000 cwt milling unit in its place (collectively with related facility improvements, the “Project”). This replacement option would provide the Company with the most competitive manufacturing cost structure while providing the safest facility design for operations and food quality compliance. A new milling unit will reduce emergency downtime and

allow the mill to consistently operate at capacity which will allow the Company to capture sales growth with new customers. The Company estimates the current facilities can operate at a maximum efficiency of approximately 85%, and while the upgraded facility will be able to operate at close to 100% efficiency.

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 publicly owned traffic facilities and infrastructure, and certain Project Costs have been identified, including mill, overlay, and/or replacement of portions of North 4th Street (N. Allen Rd.) that will provide adequate infrastructure serving the ADM Milling operations (referred to herein as the “Traffic Improvements”), and these improvements are estimated to cost approximately \$300,000, and will be funded from a portion of the incremental revenues described herein. The purpose of the Traffic Improvements is to address deteriorating street conditions near the Project Site that are not otherwise included in the City’s capital infrastructure program. 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.

Additionally, economic incentives are proposed in the amount of 50% of the total annual ad valorem taxes generated by the capital investment (referred to herein as the “Investment Incentives”). The goal of the Investment Incentives is to maximize the amount of capital investment at the ADM facilities in order to provide a significant enhancement to the tax base long term. In order to incentivize the Company to maximize its capital investment at the Project Site, the Authority and the City will utilize Tax Increment revenues derived from the annual ad valorem tax payments to pay an amount equal to 50% of such ad valorem payments to the Company. The greater the aggregate taxable amount of investment, the larger the resulting annual Investment Incentive. There will be no limit on the aggregate total amount of Investment 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 the Investment Incentives. The 50% of the total ad valorem taxes generated by capital investment not utilized for incentives will directly benefit the affected taxing jurisdictions and pay and/or reimburse any remaining costs of the Traffic Improvements.

A related goal of the Investment Incentives is to encourage the retention, and if possible, the expansion of full-time employment opportunities at the facility; accordingly, qualifying for the Investment Incentives on an annual basis will require that the Company agree to maintain a minimum of fifty (50) full-time employees each calendar year (the “Minimum FTE Level”, as more specifically defined in Section 4.2 of this Agreement) for the duration of the Increment District.

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 Investment 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, in a manner that will result in ad valorem taxes that qualify for payment as an Investment Incentive. 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, INVESTMENT 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. 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 estimated at \$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 \$350,000 (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 not to exceed \$87,500 from the annual Tax Increment revenues derived from real and personal property ad valorem taxes generated within the Increment District until the full \$350,000.00 has been reimbursed to the City and/or the Authority. In the event the costs of the Traffic Improvements exceed the anticipated project budget of \$300,000.00, 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 50% of the annual Tax Increment revenues derived from real and personal property ad valorem taxes generated within the Increment District. Said Investment Incentive shall be payable within 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, 2028, 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 the assessed value thereof. Notwithstanding the forgoing, the annual obligation for payment of any amount of Investment Incentive shall require the Company to maintain the Minimum FTE Level, as more specifically set forth in Section 4.2 herein.

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 Investment 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 \$350,000, 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 Investment Incentives paid to the Company, provided however, all Investment Incentives shall be payable exclusively from the Tax Increment revenues derived from real and personal property ad valorem taxes generated within the Increment District.

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 shall construct and continue to operate the Project by making the capital investment necessary to upgrade the Company's facilities 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 TO MAINTAIN MINIMUM FTE LEVEL. The Company hereby agrees to maintain an annual average level of at least fifty (50) full-time employees (“FTE”) for the duration of the Increment District (the “Minimum FTE Level”). The number of FTE positions for each calendar year shall be determined by taking an average of the quarterly Oklahoma Employment Security Commission (“OESC”) reports filed by the Company for their facility located in the City for that calendar year (each year being the applicable “Annual FTE Level”). The Company will forfeit and not be eligible to receive the Investment Incentive for any calendar year that the Annual FTE Level falls below the Minimum FTE Level. The Company shall have the responsibility to submit a copy of each quarterly OESC report to the City Manager’s office at the end of each quarter to verify compliance. For clarification, the Company is not required to maintain at least fifty (50) FTE at all times, but must maintain an average of at least fifty (50) FTE for the four quarter period as calculated at the end of the respective calendar year (*i.e.*, the Annual FTE Level), in order to receive the Investment Incentive for that calendar year. Furthermore, the Annual FTE Level of any prior calendar year shall not have any effect on the calculation of the Annual FTE Level for the then current calendar year.

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 Investment 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.

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 to have reasonable access to the Project Site during normal business hours, 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. As the Project Site is an active construction and industrial/commercial site, the Authority and City will provide advance notice of at least 24 hours prior to proposed entry onto the Project Site.

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 Investment 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 Investment 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:

ADM Milling Co.
Attn: Vice President Operations
8000 W. 110th Street
Overland Park, KS 66210

With a Copy to:
Archer Daniels Midland Company
Attn: General Counsel
4666 Faries Parkway
Decatur, IL 62526

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 Investment Incentives, i.e. 50% of the Tax Increment revenues derived from real and personal property ad valorem taxes generated within the Increment District in each calendar year, 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. 8
- B. Exhibit B –Increment District Legal Description
- C. Exhibit C – Preliminary Project Site Development Plan

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 Investment Incentives in accordance with the terms herein. Notwithstanding the foregoing, the provisions of Section 6.6 shall continue following the payment of the Investment 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: Alissa Lack
Title: Secretary

STATE OF OKLAHOMA)
)SS
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me this 19th day of September, 2017, 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 08/26/2020.
My commission number 04007771.

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

(SEAL)

By: _____

Name: Bill Shewey

Title: Mayor

ATTEST:

By: _____

Name: Alissa Lack

Title: City Clerk

STATE OF OKLAHOMA)
)SS
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me this 19th day of September, 2017, 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 08/26/2020.

My commission number 04007771.

EXHIBIT A

MAP OF INCREMENT DISTRICT NO. 8

The boundaries of Increment District No. 8, City of Enid are contiguous with Parcel ID 0000-05-55N-06W-3-312-00. The subject parcel is located on the east side of N. 4th Street, north and west of the Burlington Northern Railroad mainline. Please see Exhibit B for a legal boundary description of Increment District No. 8.

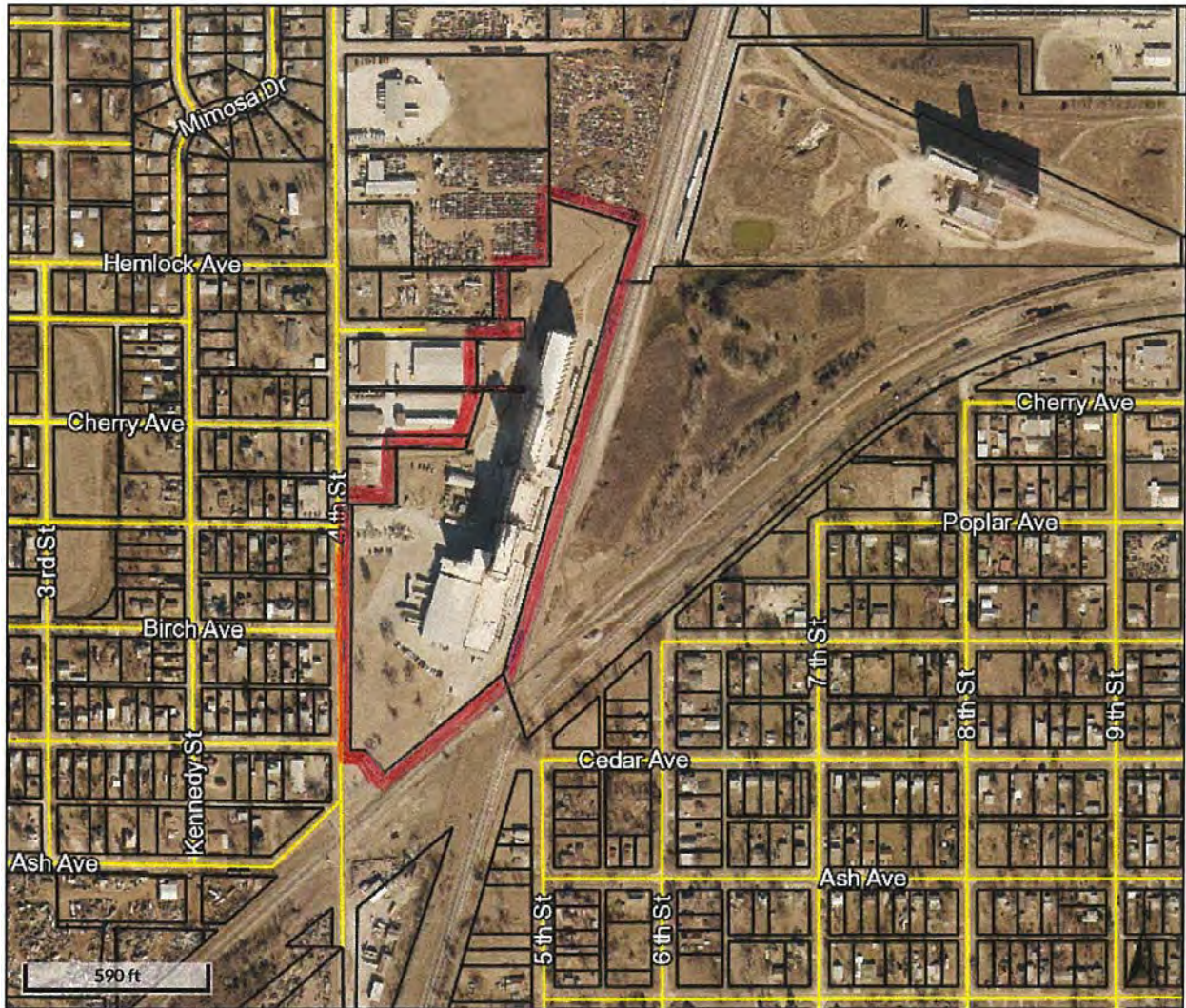


EXHIBIT B

INCREMENT DISTRICT LEGAL DESCRIPTION

INCREMENT DISTRICT NO. 8, CITY OF ENID

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

Tax ID: 21708 (Parcel ID: 0000-05-22N-06W-3-312-00)

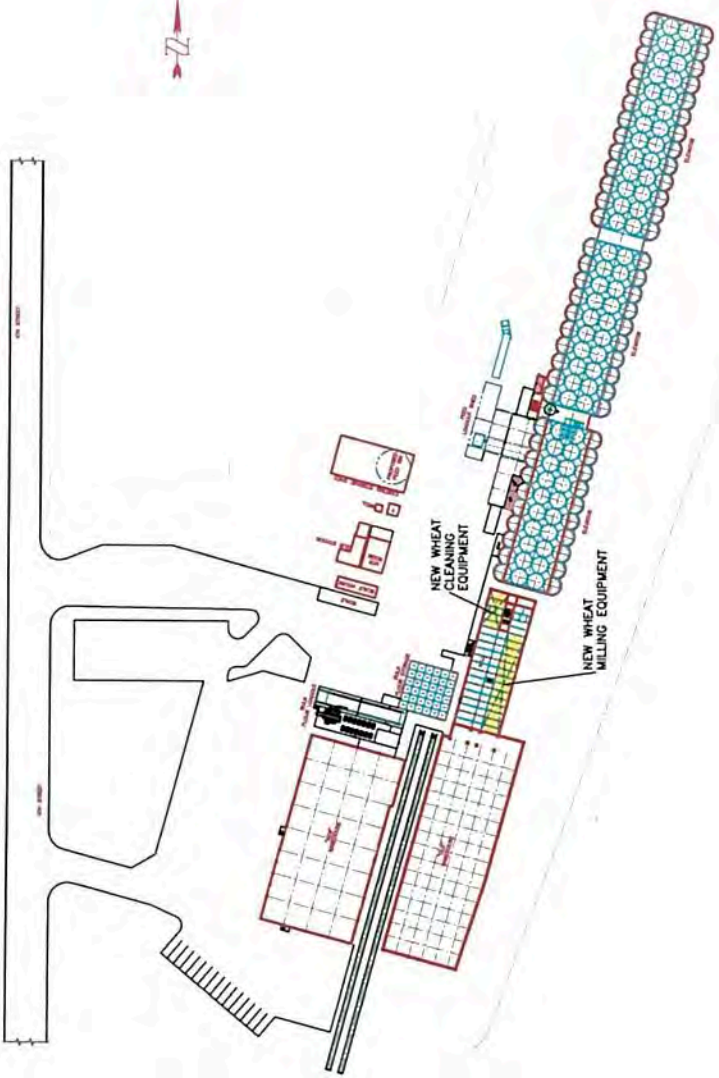
05-22N-06W Acres-16.5 sd-E57 UNPLATTED REAL ESTATE TR #312 IN W/2 5-22-6 BEG SW/C OF SW/4, N 957.2' E 33' & N48°09'51"E ON RRWY 165.65' TO PT OF BEG, N41°50'09"W 93.83', S89°38'19"W 45', N0°21'41"W 366.03', N0°21'41"W 400', S89°49'52"E 135', N0°21'41"W 176.75', S89°51'42"E 214.35', N16°10'36"E 186.34', S89°51'42"E 129.23', N0°21'06"W 11', N89°51'42"W 149', N0°21'06"W 150', S89°51'42"E 149', N0°21'06"W 60', N89°51'42"W 49', N0°21'06"W 150', S89°51'42"E 49', N0°21'06"W 11', S89°61'42"E 78.30', N0°22'48"W 213.20', S73°49'24"E 270.01', S16°10'36"W 144.20', S16°10'36"W 1183.98', S16°10'36"W 131.9', S48°09'51"W 462.75' (INCLUDES L1-19 ESTER, L1-4 B2 TUCKLE, & L1 B1 & L1-3 B2 CENTRAL HTS & S'LY TR IN L1 B6 NORMANDY

EXHIBIT C

PRELIMINARY PROJECT SITE DEVELOPMENT PLAN*

[See Following Page]

* Preliminary Layout; subject to change.



ADM MILLING COMPANY ADM TECHNICAL SERVICE 10000 N. WILSON ROAD P.O. BOX 1000 SALINA, KANSAS 67402-1000		ADM MILLING COMPANY ENID, OKLAHOMA SITE PLAN		JULY 22 2018
ADM ADM TECHNICAL SERVICE 10000 N. WILSON ROAD P.O. BOX 1000 SALINA, KANSAS 67402-1000	ADM ADM MILLING COMPANY ENID, OKLAHOMA	ADM ADM MILLING COMPANY ENID, OKLAHOMA	ADM ADM MILLING COMPANY ENID, OKLAHOMA	ADM ADM MILLING COMPANY ENID, OKLAHOMA
THIS DRAWING IS THE PROPERTY OF THE ARCHITECT DANIELS MCELAND CO. IT IS NOT TO BE PRINTED, PHOTOGRAPHED, COPIED, LOANED OR USED WITHOUT WRITTEN PERMISSION OF AN AUTHORIZED REPRESENTATIVE OF THE COMPANY.				



t 405.235.3413 • f 405.235.2807

5657 N. CLASSEN BOULEVARD, SUITE 100 • OKLAHOMA CITY, OK 73118

FEDERAL ID 56-2635360

9/19/2017

The City of Enid, Oklahoma

Invoice # 1378

**The City of Enid, Oklahoma
Increment District No. 8
(ADM Milling Project Plan)**

Fee and expenses for professional services (\$50,000.00) in capacity as Special Counsel in connection with the establishment of a tax increment district per the Agreement for Tax Increment Finance Counsel Services dated February 23, 2017

Amount due May 16, 2017	\$37,500.00
Previously Paid	\$37,500.00

Amount due September 19, 2017	\$12,500.00	12,500.00
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Total Due This Statement:

\$12,500.00

Wiring Instructions:
Bank of Oklahoma N.A.
201 Robert S. Kerr
Oklahoma City, OK 73102
Payable to: The Public Finance Law Group PLLC
Account No. 805481885
Routing No. 103900036

City Commission Meeting

15.2.

Meeting Date: 09/19/2017

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$137,500.00.

Attachments

Claimslist

JP Morgan Claimslist

City Commission Meeting

18.1.

Meeting Date: 09/19/2017

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,800.15.

Attachments

Claimslist

JP Morgan Claimslist

City Commission Meeting

21.

Meeting Date: 09/19/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

CONSIDER CONVENING INTO EXECUTIVE SESSION TO DISCUSS PENDING COMPLAINTS CONCERNING WORKING CONDITIONS WITHIN THE PUBLIC WORKS DEPARTMENT; AND RECONVENE INTO REGULAR SESSION TO TAKE ANY ACTION AS IS DEEMED APPROPRIATE AND NECESSARY.

BACKGROUND:

The City Attorney recommends that the Mayor and Board of Commissioners convene into Executive Session pursuant to 25 O.S. 307 B(4), pending complaints concerning working conditions within the public works department and the attorney client privilege, to engage in confidential communication between the public body and its attorney concerning these matters since disclosure would seriously impair the ability of the public body to proceed with them appropriately and to reconvene into regular session to take any action necessary and appropriate.

RECOMMENDATION:

Convene into Executive Session.

PRESENTER:

Carol Lahman, Interim City Attorney
