



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 4th day of October, 2016, in the Council Chambers of the City Administration Building, located at 401 W. Owen K. Garriott Road in said city, and the agenda for said meeting is as follows:

- AGENDA -

MAYOR AND BOARD OF COMMISSIONERS 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 20, 2016.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
 1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
 2. "PARKINSON'S AWARENESS DAY" PROCLAMATION.
6. HEARINGS.

1. CONDUCT A HEARING REZONING PROPERTY DESCRIBED AS LOTS 1 - 12, RE-PLAT OF BLOCK 3, MURPHY'S ADDITION, BEGINNING AT A POINT 850 FEET SOUTH AND 30 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 22 NORTH, RANGE 6 WEST OF THE INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA, THENCE EAST 420 FEET, SOUTH 140.9 FEET, WEST 420 FEET, NORTH 140.9 FEET TO THE POINT OF BEGINNING, LOCATED AT 212 WEST BIRCH, FROM "SU" SPECIAL USE DISTRICT TO "R-7" RESIDENTIAL MULTI-FAMILY DISTRICT, FOR ENID PUBLIC SCHOOLS.

7. COMMUNITY DEVELOPMENT.

1. CONSIDER AN ORDINANCE REZONING PROPERTY DESCRIBED AS LOTS 1 - 12, RE-PLAT OF BLOCK 3, MURPHY'S ADDITION, BEGINNING AT A POINT 850 FEET SOUTH AND 30 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 22 NORTH, RANGE 6 WEST OF THE INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA, THENCE EAST 420 FEET, SOUTH 140.9 FEET, WEST 420 FEET, NORTH 140.9 FEET TO THE POINT OF BEGINNING, LOCATED AT 212 WEST BIRCH, FROM "SU" SPECIAL USE DISTRICT TO "R-7" RESIDENTIAL MULTI-FAMILY DISTRICT, FOR ENID PUBLIC SCHOOLS.

8. ADMINISTRATION.

1. REMOVE FROM THE TABLE AND CONSIDER A RESOLUTION AUTHORIZING THE CITY OF ENID TO TAKE ANY AND ALL ACTIONS NECESSARY TO ACCEPT GRANT FUNDS FROM THE OKLAHOMA DEPARTMENT OF TOURISM & RECREATION DEPARTMENT FOR THE RECREATIONAL TRAILS PROGRAM GRANT FUNDED BY THE FEDERAL HIGHWAY ADMINISTRATION FOR A TRAIL HEAD FACILITY AT GOVERNMENT SPRINGS SOUTH PARK.

2. CONSIDER A RESOLUTION SUPPORTING CONTINUED PARTICIPATION IN MAIN STREET PROGRAMS.

3. CONSIDER APPOINTMENTS TO THE SALES TAX OVERSIGHT COMMITTEE.

9. CONSENT.

1. AWARD A CONTRACT TO MERIDIAN CONTRACTING, INC., NORMAN, OKLAHOMA, FOR BRIDGE REHABILITATION, WEST RUPE AVENUE OVER BOGGY CREEK, IN THE AMOUNT OF \$796,421.00, PROJECT NO. R-1504A, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.

2. ACCEPT DRAINAGE EASEMENT FROM BOBSFARM, INC., ENID, OKLAHOMA, FOR THE OAKWOOD WEST DETENTION FACILITY, PROJECT NO. F-1603.

3. AWARD A CONTRACT TO PINKLEY SALES CO., OKLAHOMA CITY, OKLAHOMA, FOR EQUIPMENT PURCHASE FOR TRAFFIC SIGNAL IMPROVEMENTS, PHASE I, IN THE AMOUNT OF \$107,738.14, PROJECT NO. M-1703A.

4. **ACCEPT EASEMENT FOR PUBLIC HIGHWAY FROM THE CHARLES W. MONSEES LIVING TRUST, ENID, OKLAHOMA, FOR THE CLEVELAND STREET AND CHESTNUT AVENUE INTERSECTION IMPROVEMENT PROJECT, PROJECT NO. R-1311A, AND AUTHORIZE PAYMENT IN THE AMOUNT OF \$136,239.76.**
5. **APPROVE AMENDMENT NO. 5 TO THE AGREEMENT WITH TETRA TECH, INC., OKLAHOMA CITY, OKLAHOMA, FOR DESIGN OF THE CLEVELAND STREET AND CHESTNUT AVENUE INTERSECTION WATER LINE RELOCATION, PROJECT NO. R-1311A, IN AN AMOUNT NOT TO EXCEED \$6,686.00.**
6. **APPROVE AND EXECUTE COUNTY JAIL SERVICES ANNUAL SERVICE PAYMENT ADJUSTMENT AGREEMENT WITH THE GARFIELD COUNTY CRIMINAL JUSTICE AUTHORITY IN THE AMOUNT OF \$108,000.00.**
7. **AWARD AND EXECUTE A CONTRACT FOR SERVICES BETWEEN THE CITY OF ENID COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND COMMUNITY DEVELOPMENT SUPPORT ASSOCIATION (CDSA) TO ADMINISTER B-16-40-0006 GRANT FUNDED ACTIVITIES.**
8. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$549,512.47.**
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. **CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION AGREEING TO FILE APPLICATION(S) WITH THE OKLAHOMA WATER RESOURCES BOARD (THE "OWRB") FOR FINANCIAL ASSISTANCE THROUGH OWRB FINANCIAL ASSISTANCE PROGRAM, WITH THE LOAN PROCEEDS BEING FOR THE PURPOSE OF FINANCING CERTAIN WATER SYSTEM IMPROVEMENTS; APPROVING PROFESSIONAL SERVICES AGREEMENTS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.**
2. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$238,793.15.**
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. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$43,500.00.**
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. **CONSIDER A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE ENID PUBLIC TRANSPORTATION AUTHORITY TO EXECUTE AN AGREEMENT BETWEEN THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) AND THE ENID PUBLIC TRANSPORTATION AUTHORITY FOR PUBLIC TRANSIT REVOLVING FUNDS.**
2. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$6,060.95.**
19. **ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.**
20. **PUBLIC COMMENTS.**
21. **ADJOURN.**

City Commission Meeting

4.

Meeting Date: 10/04/2016

SUBJECT:

CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF SEPTEMBER 20, 2016.

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 20TH DAY OF SEPTEMBER 2016

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust, met in regular session at 6:30 P.M. on the 20th day of September 2016, in the Council Chambers of the Administration Building of the City of Enid, located at 401 West Owen K. Garriott Road in said city, pursuant to notice given by December 15, 2015 to the Clerk of the City of Enid, and pursuant to notice thereof displayed at the entrance to the Administration Building of said city, in prominent view and which notice was posted prior to 5:00 P.M. on the 19th day of September 2016.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: Commissioner Brownlee.

Staff present were City Manager Jerald Gilbert, City Attorney Andrea Chism, City Clerk Linda Parks, Chief Financial Officer Erin Crawford, Public Works Director Billy McBride, Public Utilities Director Louis Mintz, Planning Administrator Chris Bauer, Fire Chief Joe Jackson, Director of Marketing and Public Relations Steve Kime, Human Resources Director Sonya Key, and Ex-Officio Member Col. Fred Cunningham.

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

Motion was made by Commissioner Janzen and seconded by Commissioner Timm to approve the minutes of the regular Commission meeting of September 8, 2016, and the vote was as follows:

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

NAY: None.

Officer Gene Robertson presented a three-month old female Lab mix, available for adoption at the Enid Animal Shelter.

Commendations were read and presented to Utility Services employee Alan Peterson and Police Officer Austin Burkes for their bravery and rapid response to the call of duty at the scene of a house fire on September 14, 2016.

A hearing was held regarding the proposed termination of Increment District No. 2 (Oklahoma Ethanol), Increment District No. 3 (Orion Ethanol), and Increment District No. 6 (Northstar Canola).

Attorney Nathan Ellis from The Public Finance Law Group, PLLC, addressed commissioners. He stated that this was the second public hearing with respect to the termination of the three increment districts. He went on to say that due to economic circumstances beyond the control of the city, those projects did not move forward, and it made sense to begin the process of going through the formal motions of bringing those districts to a resolution.

Commissioner Janzen asked if the City of Enid had any direct expense with those particular projects.

Mr. Ellis stated that the only expense incurred by the City would have been his firm's legal fees with respect to the creation of the districts and respective project plans.

Commissioner Janzen suggested that in the future, businesses benefitting from those districts should share in the expenses, even if the projects didn't come to fruition.

Mr. Ellis responded, stating that that was often part of the negotiating process with a potential project. Sometimes the businesses were willing to bear those costs upfront. Other times they were not.

There being no further comments, the hearing concluded.

A hearing was held regarding the proposed creation of Tax Increment Finance District (TIF) No. 7 (Transportation Partners and Logistics, LLC) (TP&L), and TP&L's Economic Development Project Plan.

Mr. Ellis stated that this was the second of two required hearings, with the first hearing held at the September 8, 2016 Commission meeting. He also noted that the Tax Increment District Review Committee (Review Committee) and the Metropolitan Area Planning Commission had met with respect to the project, with both entities recommending that the Mayor and Board of Commissioners proceed with the project.

Mr. Ellis explained that this project would provide a financing mechanism to help fund the improvement of 66th Street from Highway 412 north to Willow Road, noting that the funding would essentially be from property taxes that were generated on TP&L's property that they owned. He advised commissioners that TP&L had already located a transload facility and laydown yard on their property, with the anticipation of having a large amount of inventory that would be stored at the site for long periods of time, which would generate an additional significant source of ad valorem.

Mr. Ellis stated that what was ultimately proposed was a sixty-five percent (65%) economic incentive of the total ad valorem taxes generated by long-term inventory storage, for a period of up to 10

years. He stated that the reason for the incentive was that other states didn't tax this type of inventory. TP&L was conservatively projecting a \$650 million average value of inventory, year after year, which would generate a \$10.4 million incentive, and an additional \$5.2 million in revenue that would be allocated to the various taxing jurisdictions.

Commissioner Janzen asked what percentage of this revenue would be spent on the road improvement.

Mr. Ellis stated that the road improvement, estimated at \$2.5 million, would be funded from the proceeds of an economic development grant in the amount of \$1.2 million, a contribution of \$500,000.00 from TP&L, and the balance of \$800,000.00 derived from incremental revenues. He also stated that the City of Enid (City) would fund the \$800,000.00 upfront, and effectively, over eight to ten years, recoup that money from TIF revenues. He added that if TP&L's inventory value increased significantly higher than anticipated, the City could possibly recoup that money sooner.

Commissioner Timm commented that he was in favor of the TIF because the business was already established, and could possibly bring new businesses to the area.

Commissioner Vanhooser stated that in looking at the project purely from a City of Enid standpoint, there were only a few employees there that would potentially benefit the City. The City would get an \$800,000.00 contribution for the road that needed to be done, but beyond that, the majority of the dollars that would be created would go to the County, and a school outside the city of Enid, which would only benefit Enid minimally.

Mr. Ellis stated that there would be some benefit with the amount of truck traffic coming in on a daily basis, off-loading, on-loading, and moving out. A respectable sales tax base would be generated with those people eating in Enid, and potentially spending the night while they waited on their loads.

Commissioner Vanhooser stated that the benefit would still be minimal. He went on to say that he would vote for the project, but wanted it to be clear that of the multi-millions of dollars they were talking about, the multi-millions of dollars, none of that was benefitting the City of Enid.

Mr. Brent Kisling, Executive Director of the Enid Regional Development Alliance, spoke on the economic impact the project would bring to the area. He stated that there were currently 30 employees at the facility, and by the end of the year, TP&L was anticipating there would be 50 employees, not counting the transient employees, the truckers, and service personnel. He stated that the biggest benefit to having a business like TP&L was that there was no asset like it in northwest Oklahoma. Many raw commodities were loaded and unloaded in Enid, but few times could you offload something like a wind turbine blade. He also stated that since TP&L had begun its operation, he had shown property around the facility to numerous companies that could co-locate with them as well. Because of TP&L, Enid would be the “Port of Catoosa,” basically for wind components for a multi-state region, and that industry cluster would allow others to possibly come to this area.

Mr. Kisling stated that he agreed with Commissioner Vanhooser in that tax revenues being discussed were not City of Enid tax revenues. TP&L’s investment would be used to generate tax revenues that would be put into a road, that hopefully, would generate other economic activity. He also stated that the only real risk to the City of Enid would be that if, at some point over the next 10 years, the \$800,000.00 wasn’t fully captured. Other than that, he felt the project was a wash.

There being no further comments, the hearing concluded.

A hearing was held to consider the issuance of a public conveyance license to Patrick Cecil Norton, d/b/a Sundown Town Taxi.

City Attorney Andrea Chism explained that the City's ordinance regulating public conveyance vehicles required that the Mayor and Board of Commissioners determine the necessity and convenience for a public conveyance license. She stated that Mr. Norton had applied for a license to operate a taxi in the city of Enid, thus the reason for the hearing.

Commissioner Ezzell asked why the Commission had to jump through all those hoops to approve a public conveyance license. He stated that he was thrilled that Mr. Norton wanted to start a business in Enid and wanted him to be successful. He didn't, however, want it to be so difficult to set up a taxi service in town.

Mr. Patrick Norton, 1609 East Pine, addressed commissioners. He stated that his plan was to provide a taxi service during the hours that were different than the hours of the local transit. He stated that citizens had to have transportation after 7:00 P.M. and before 7:00 A.M., and he wanted to offer an option to those who worked or needed transportation during those hours. It would benefit both the City and the businesses in town to have the option of an additional transportation.

There being no further comments, the hearing concluded.

Discussion was held regarding a sidewalk variance for Chisholm School, located at 4202 West Carrier Road. It was noted that the Metropolitan Area Planning Commission unanimously recommended approval of the variance at their August 15, 2016 regular meeting.

Planning Administrator Chris Bauer explained that Chisholm School had applied for a building permit to relocate an existing portable classroom from the elementary school to the middle school, which had triggered the requirement to provide sidewalks that paralleled abutting streets. He stated that because Chisholm High School and Middle School were located on a corner lot, the sidewalk requirement only applied to Oakwood Road, and did not apply to Carrier Road because that road was not inside the city limits.

Motion was made by Commissioner Janzen and seconded by Commissioner Wilson to grant the variance as requested, and the vote was as follows:

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

NAY: None.

Discussion was held regarding a sidewalk variance for Mr. Seth Slater, located at 1502 Mason Drive. It was noted that the Metropolitan Area Planning Commission unanimously recommended approval of the variance at their August 15, 2016 regular meeting.

Mr. Bauer explained that Mr. Slater had applied for a building permit to erect a new residence at 1502 Mason Drive, which had triggered the requirement to provide sidewalks that paralleled abutting streets. He stated that Mr. Slater had constructed the required sidewalk from the north property line to his driveway, but was asking for a variance for the 20 feet of sidewalk south of his driveway to the south property line, which would dead-end at a fire hydrant.

Commissioner Ezzell stated that this was a rational request, and moved to grant a variance to allow Mr. Slater to terminate the sidewalk at his driveway.

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

AYE: Commissioners Janzen, Ezzell, Wilson and Mayor Shewey.

NAY: Commissioners Timm and Vanhooser.

Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to adopt an ordinance repealing Ordinance No. 2006-7 of the City of Enid, and terminating Increment District No. 2, City of Enid (Oklahoma Ethanol TIF); ratifying and confirming the actions, recommendations and findings of the Review Committee and the Metropolitan Area Planning Commission; providing for

disposition of funds held in the Apportionment Fund; and providing for severability, and containing other provisions related thereto, and the vote was as follows:

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

NAY: None.

ORDINANCE NO. 2016-19

AN ORDINANCE OF THE CITY OF ENID, OKLAHOMA (THE “CITY”) REPEALING ORDINANCE NO. 2006-7 OF THE CITY AND TERMINATING INCREMENT DISTRICT NO. 2, CITY OF ENID (OKLAHOMA ETHANOL TIF); RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE AND THE METROPOLITAN AREA PLANNING COMMISSION; PROVIDING FOR DISPOSITION OF FUNDS HELD IN THE APPORTIONMENT FUND; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to adopt an ordinance repealing Ordinance No. 2006-16 of the City of Enid, and terminating Increment District No. 3, City of Enid (Orion Ethanol TIF); ratifying and confirming the actions, recommendations and findings of the Review Committee and the Metropolitan Area Planning Commission; providing for disposition of funds held in the Apportionment Fund; and providing for severability, and containing other provisions related thereto, and the vote was as follows:

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

NAY: None.

ORDINANCE NO. 2016-20

AN ORDINANCE OF THE CITY OF ENID, OKLAHOMA (THE “CITY”) REPEALING ORDINANCE NO. 2006-16 OF THE CITY AND TERMINATING INCREMENT DISTRICT NO. 3, CITY OF ENID (ORION ETHANOL TIF); RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE AND THE METROPOLITAN AREA PLANNING COMMISSION; PROVIDING FOR DISPOSITION OF FUNDS HELD IN THE

APPORTIONMENT FUND; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to adopt an ordinance repealing Ordinance No. 2013-3 of the City of Enid, and terminating Increment District No. 6, City of Enid (Northstar Canola TIF); ratifying and confirming the actions, recommendations and findings of the Review Committee and the Metropolitan Area Planning Commission; providing for disposition of funds held in the Apportionment Fund; and providing for severability, and containing other provisions related thereto, and the vote was as follows:

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

NAY: None.

ORDINANCE NO. 2016-21

AN ORDINANCE OF THE CITY OF ENID, OKLAHOMA (THE "CITY") REPEALING ORDINANCE NO. 2013-3 OF THE CITY AND TERMINATING INCREMENT DISTRICT NO. 6, CITY OF ENID (NORTHSTAR CANOLA TIF); RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE AND THE METROPOLITAN AREA PLANNING COMMISSION; PROVIDING FOR DISPOSITION OF FUNDS HELD IN THE APPORTIONMENT FUND; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

Motion was made by Commissioner Timm and seconded by Commissioner Janzen to adopt an ordinance approving utilization of apportioned tax revenues authorized by statewide vote adopting Article 10, Section 6C of the Oklahoma Constitution and implemented by the Local Development Act, 62 O.S. §850, et seq.; approving and adopting the TP&L Economic Development Project Plan and expressing intent to carry out the Project Plan; ratifying and confirming the actions, recommendations and findings of the Review Committee and the Metropolitan Area Planning Commission; creating and establishing

Increment District No. 7, City of Enid; designating and adopting the increment district boundaries and the project area boundaries; adopting certain findings; reserving to the City the authority to make minor amendments to the Project Plan; authorizing the Mayor and Board of Commissioners of the City to carry out and administer the Project Plan; establishing a tax apportionment fund; authorizing directions for prospective apportionment of tax increments; establishing an allocation of use for tax increments; declaring apportionment funds to be funds of the City and limiting the pledge of apportioned increments to increments actually apportioned by the City; authorizing the Mayor and Board of Commissioners of the City, or a public trust designated thereby, to implement the Project Plan utilizing apportioned tax increments to pay or reimburse project costs directly and/or to issue bonds or notes, if feasible and desirable, to pay project costs and to retire said bonds or notes from apportioned tax increments; providing for severability; declaring an emergency; and containing other provisions related thereto, and the vote was as follows:

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

NAY: None.

Discussion was held regarding the emergency section of said ordinance.

Mr. Ellis explained that if approved, the ordinance would go into effect immediately. Work would continue toward putting an agreement in place with TP&L.

Commissioner Vanhooser stated that there was no justification for the emergency clause, and asked if an additional 30 days before the ordinance went into effect would matter.

Commissioner Ezzell asked if it would allow for the collection of 30 additional days of ad valorem tax.

Mr. Ellis stated that there would be no ad valorem taxes generated within the current calendar year. If the emergency clause was not approved, the ordinance would become effective in 30 days.

Motion was made by Commissioner Janzen that the emergency clause be approved.

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

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

NAY: Commissioner Vanhooser.

ORDINANCE NO. 2016-22

AN ORDINANCE OF THE CITY OF ENID, OKLAHOMA (THE "CITY") APPROVING UTILIZATION OF APPORTIONED TAX REVENUES AUTHORIZED BY STATEWIDE VOTE ADOPTING ARTICLE 10, SECTION 6C OF THE OKLAHOMA CONSTITUTION AND IMPLEMENTED BY THE LOCAL DEVELOPMENT ACT, 62 O.S. §850, ET SEQ.; APPROVING AND ADOPTING THE TP&L ECONOMIC DEVELOPMENT PROJECT PLAN AND EXPRESSING INTENT TO CARRY OUT THE PROJECT PLAN; RATIFYING AND CONFIRMING THE ACTIONS, RECOMMENDATIONS AND FINDINGS OF THE REVIEW COMMITTEE AND THE METROPOLITAN AREA PLANNING COMMISSION; CREATING AND ESTABLISHING INCREMENT DISTRICT NO. 7, CITY OF ENID; DESIGNATING AND ADOPTING THE INCREMENT DISTRICT BOUNDARIES AND THE PROJECT AREA BOUNDARIES; ADOPTING CERTAIN FINDINGS; RESERVING TO THE CITY THE AUTHORITY TO MAKE MINOR AMENDMENTS TO THE PROJECT PLAN; AUTHORIZING THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY TO CARRY OUT AND ADMINISTER THE PROJECT PLAN; ESTABLISHING A TAX APPORTIONMENT FUND; AUTHORIZING DIRECTIONS FOR PROSPECTIVE APPORTIONMENT OF TAX INCREMENTS; ESTABLISHING AN ALLOCATION OF USE FOR TAX INCREMENTS; DECLARING APPORTIONMENT FUNDS TO BE FUNDS OF THE CITY AND LIMITING THE PLEDGE OF APPORTIONED INCREMENTS TO INCREMENTS ACTUALLY APPORTIONED BY THE CITY; AUTHORIZING THE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY, OR A PUBLIC TRUST DESIGNATED THEREBY, TO IMPLEMENT THE PROJECT PLAN UTILIZING APPORTIONED TAX INCREMENTS TO PAY OR REIMBURSE PROJECT COSTS DIRECTLY AND/OR TO ISSUE BONDS OR NOTES, IF FEASIBLE AND DESIRABLE, TO PAY PROJECT COSTS AND TO RETIRE SAID BONDS OR NOTES FROM APPORTIONED TAX INCREMENTS; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

Motion was made by Commissioner Ezzell and seconded by Commissioner Wilson to approve an Agreement for Tax Increment Finance Counsel Services with The Public Finance Law Group, PLLC, with respect to Tax Increment District No. 7, Transportation Partners and Logistics, LLC, and the vote was as follows:

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

NAY: None.

Motion was made by Commissioner Wilson and seconded by Commissioner Ezzell to approve the issuance of a public conveyance license to Patrick Cecil Norton, d/b/a Sundown Town Taxi.

Commissioner Vanhooser asked if all the requirements of the Municipal Code had been satisfied. There was a list of seven items in the Code to be considered by the Commission, and they didn't have answers to any of those items.

City Manager Jerald Gilbert stated that Mr. Norton planned to use an older 2000's model van. His plan was to charge a \$5.00 flat fee per ride, and operate outside the hours of the public transit.

Commissioner Vanhooser stated that the Commission wasn't obligated, and it wasn't in the public's best interest, to let any fly by night person with a car decide to run a taxi service in the community. He stated that he favored tabling the item until the rest of the information was received.

Ms. Chism stated that Mr. Norton could apply for the license, and as part of the hearing process, provide all the information the Commission needed to approve the license. She also stated that there was certain criteria that staff reviewed prior to the item being placed on an agenda. Proof of insurance was part of that, and Mr. Norton had requested that he not be required to acquire the insurance until he knew he would be issued a license.

Commissioner Wilson stated that she had always had an issue with the ordinance. There was a modicum of safety the Commission needed to be aware of, but to her, it was also intrusive on a private business when the ordinance required that the Commission take into consideration the financial responsibility of the applicant. She definitely felt that a background check was needed, and that the applicant needed insurance, but also felt the ordinance was overbearing.

Commissioner Vanhooser stated that he wasn't against Mr. Norton starting the business. He just felt the Commission needed the answers to the questions. There was a minimum standard that any business in the community had to meet, and the ordinance required a list of standards for public conveyance vehicles. The Commission hadn't been shown the answers that Mr. Norton had fulfilled any of those requirements.

Following further discussion, motion was made by Commissioner Timm to table said item until commissioners had answers to the required criteria.

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

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

NAY: None.

NOTE: No vote was taken on the original motion to approve the issuance of said license.

Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to approve a resolution increasing the 2016-2017 General Fund Budget by appropriating additional funds in the amount of \$200,000.00 to purchase and demolish property located at 110 and 112 East Owen K. Garriott Road, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

Motion was made by Commissioner Vanhooser and seconded by Commissioner Timm to approve a resolution increasing the 2016-2017 Sanitary Sewer Capital Improvement Fund Budget by appropriating additional funds in the amount of \$413,861.00 for the Oakwood Road Sanitary Sewer Relief Line, Project No. S-1508A, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

Motion was made by Commissioner Vanhooser and seconded by Commissioner Wilson to adopt an ordinance amending Section 2-6C-4 in Article C, Chapter 6, Title 2 of the Enid Municipal Code, 2014, entitled "Meadowlake Golf Course, Admission Prices," which will increase certain green fees, membership fees and cart fees, remove additional household member rates, and change the membership year to coincide with the City of Enid's fiscal year, and the vote was as follows:

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

NAY: None.

ORDINANCE NO. 2016-23

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE C, ENTITLED "CITY SERVICES AND FACILITIES," SECTION 2-6C-4, ENTITLED "MEADOWLAKE GOLF COURSE, ADMISSION PRICES," TO INCREASE CERTAIN GREEN FEES, MEMBERSHIP FEES AND CART FEES AND REMOVING ADDITIONAL HOUSEHOLD MEMBER RATES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

Motion was made by Commissioner Janzen and seconded by Commissioner Timm to adopt an ordinance amending the Enid Municipal Code, 2014, Title 2 entitled "Finance And Taxation, Chapter 5 entitled "Municipal Taxes," Article A entitled "Sales Tax," to impose a three quarters of one percent (0.75%) sales tax and a one quarter of one percent (0.25%) sales tax on the gross proceeds or gross receipts derived from all sales taxable under the Oklahoma Sales Tax Code to fund capital expenditures pertaining to water system improvements related or incidental to the construction of a water transmission

pipeline from Kaw Lake to Enid, and related water treatment, storage and distribution facilities; amending Title 2 entitled "Finance and Taxation," Chapter 5 entitled "Municipal Taxes," Article C entitled "Use Tax," to impose a rate equal to the prevailing total of all sales taxes levied by the municipality on the storage, use or other consumption of tangible personal property purchased or brought into the City of Enid and to provide for the automatic change in use tax rate upon a change in sales tax rate; and amending Chapter 6 entitled "Fee Schedule," Article B entitled "Business Related Fees," Section 2-6B-1 entitled "Municipal Taxes," to update the sales use tax rates; and the vote was as follows:

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

NAY: None.

ORDINANCE NO. 2016-24

CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 2, ENTITLED "FINANCE AND TAXATION, CHAPTER 5, ENTITLED "MUNICIPAL TAXES," ARTICLE A, ENTITLED "SALES TAX," TO IMPOSE A THREE QUARTERS OF ONE PERCENT (0.75%) SALES TAX AND A ONE QUARTER OF ONE PERCENT (0.25%) SALES TAX ON THE GROSS PROCEEDS OR GROSS RECEIPTS DERIVED FROM ALL SALES TAXABLE UNDER THE OKLAHOMA SALES TAX CODE TO FUND CAPITAL EXPENDITURES PERTAINING TO WATER SYSTEM IMPROVEMENTS RELATED OR INCIDENTAL TO THE CONSTRUCTION OF A WATER TRANSMISSION PIPELINE FROM KAW LAKE TO ENID AND RELATED WATER TREATMENT, STORAGE AND DISTRIBUTION FACILITIES; AMENDING TITLE 2, ENTITLED "FINANCE AND TAXATION," CHAPTER 5, ENTITLED "MUNICIPAL TAXES," ARTICLE C, ENTITLED "USE TAX," TO IMPOSE A RATE EQUAL TO THE PREVAILING TOTAL OF ALL SALES TAXES LEVIED BY THE MUNICIPALITY ON THE STORAGE, USE OR OTHER CONSUMPTION OF TANGIBLE PERSONAL PROPERTY PURCHASED OR BROUGHT INTO THE CITY OF ENID AND TO PROVIDE FOR THE AUTOMATIC CHANGE IN USE TAX RATE UPON A CHANGE IN SALES TAX RATE; AMENDING CHAPTER 6, ENTITLED "FEE SCHEDULE," ARTICLE B, ENTITLED "BUSINESS RELATED FEES," SECTION 2-6B-1, ENTITLED "MUNICIPAL TAXES," TO UPDATE THE SALES USE TAX RATES; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY, CODIFICATION, AND EFFECTIVE DATE.

It was noted that that Item 8.11, Consider A Resolution Authorizing The City Of Enid To Take Any And All Actions Necessary To Accept Grant Funds From The Oklahoma Department Of Tourism &

Recreation Department For The Recreational Trails Program Grant Funded By The Federal Highway Administration For A Trail Head Facility At Government Springs South Park, was being removed from the agenda from consideration.

Motion was made by Commissioner Ezzell and seconded by Commissioner Janzen to approve the Consent agenda as recommended by staff.

Commissioner Vanhooser had questions regarding Item 9.13, Award A 48-Month Lease Agreement With Luber Brothers, Inc., Oklahoma City, Oklahoma, To Lease A Triplex Greens Mower And Heavy Duty Utility Vehicle For Meadowlake Golf Course, And Authorize The Chief Financial Officer To Execute All Documents After Review By The City Attorney. He asked how this fit in the scheme of things when commissioners had only approved a six-month budget for the Golf Course.

Mr. Gilbert explained that the 48-month lease was in anticipation of having and needing a greens mower to maintain the Golf Course. He also explained that six months of lease payments for the greens mower were included in the six-month budget approved by commissioners, with the intent to come back after revenue enhancements had been approved, and complete the budget for the second half of the fiscal year.

Commissioner Vanhooser stated that his concern was signing a 48-month lease, with only six months of financing budgeted.

City Attorney Andrea Chism responded, stating that there was a non-appropriation clause in the lease that allowed the City to terminate the contract at the end of the fiscal year without penalty, should the funds not be appropriated. She also stated that it was her understanding that there was sufficient money in the budget to pay for twelve months of lease payments. It would cut the Golf Course short on everything else, but there was sufficient money in the budget for the year.

Mr. Gilbert stated that technically, because it was a six-month budget, only six months of lease payments were budgeted.

Ms. Chism agreed, but stated again that it was her understanding that there were enough funds in the Golf Course Budget should the City be required to pay the entire amount off. There would be serious cutbacks, but there was sufficient money in the fund.

There being no further comments, the vote was taken as follows:

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

NAY: Commissioner Vanhooser.

- (1) Acceptance of the following described utility easements and rights-of-way from Bobsfarm, Inc., located in the southwest and southeast quarters of Section 15, Township 22 North, Range 7 West of the Indian Meridian, which will allow for future extension of utilities across old railroad right-of-way south of Bobsfarm, between South Oakwood Road and South Garland Road, at no cost to the City:

(Copy Descriptions)

- (2) Approval of Change Order No. 6 with C-P Integrated Services, Inc. for Projects No. R-1402B and M-1505, East Broadway ADA Ramps and Trail, which will deduct \$3,150.00 from the contract for additional work days not approved by the City, resulting in a final contract amount of \$575,918.87; and acceptance of said project as completed by the contractor;
- (3) Acceptance of the following described sanitary sewer easements from Milestone Builders, LLC, located in the Northeast Quarter of Section 34, Township 23 North, Range Seven West of the Indian Meridian, for the development of Blocks 7 and 8, Tara Estates Subdivision:

(Copy Descriptions)

- (4) Acceptance of Project No. W-1512A, water improvements to serve the 81 Ranch Enid Event Center, located at 5200 North Van Buren Street;
- (5) Acceptance of permit from the Oklahoma Department of Environmental Quality for Project No. S-1611A, sewer line extension for Lot 3A, Block 1, Bobsfarm 8th Addition;
- (6) Approval of contract award for Project No. S-1508A, Oakwood Road Sanitary Sewer Relief Line, to the lowest responsible bidder, Luckinbill, Inc., Enid, Oklahoma, in the amount of \$413,861.00, and authorize the Mayor to execute all contract documents after review by the City Attorney;

- (7) Acceptance of permit from the Oklahoma Department of Environmental Quality for Project No. S-1508A, Oakwood Road Sanitary Sewer Relief Line;
- (8) Approval of contract award for Project No. W-1406B, Water Line Relocation at North Cleveland Street and West Chestnut Avenue, to the lowest responsible bidder, Luckinbill, Inc., Enid, Oklahoma, for the Base Bid, and Alternates No. 1 and 2 in the total amount of \$618,898.00, and authorize the Mayor to execute all contract documents after review by the City Attorney;
- (9) Acceptance of Quit Claim Deed from the Garfield County Board of Commissioners for Lot 3, Block 9, Weatherly 6th Addition, located at 424 South Monroe Street;
- (10) Denial of tort claim submitted by Ms. Michelle Sharp for a plumber bill in the amount of \$80.00 due to a water leak at her residence;
- (11) Denial of tort Claim submitted by Ms. Denise Alvarez for a plumber bill in the amount of \$211.00 due to a sewer blockage at her residence;
- (12) Denial of tort claim in the amount of \$6,624.45, submitted by Liberty Mutual Insurance on behalf of their insured, William H. Shaw & Associates, for alleged property damage as the result of a sewer backup;
- (13) Approval of award of 48-month lease with Luber Brothers, Inc., Oklahoma City, Oklahoma, for a triplex greens mower and heavy duty utility vehicle for Meadowlake Golf Course, and authorize the Chief Financial Officer to execute all documents after review by the City Attorney;
- (14) Approval of Contract for Sale of Real Estate with Gary Palecek for property located at 110-112 East Owen K. Garriott Road;
- (15) Approval of award of purchase for Ready Mix Portland Cement Concrete through June 30, 2017, to the low bidder, Enid Concrete Company, Enid, Oklahoma, and the next lowest bidder, Dolese Brothers Company, Oklahoma City, Oklahoma;
- (16) Approval of award of purchase for Crusher Run Rock through June 30, 2017, to the only bidder, Dolese Brothers Company, Oklahoma, City, Oklahoma;

and

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

(List Claims)

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

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

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

ABSENT: Trustee Brownlee.

Motion was made by Trustee Vanhooser and seconded by Trustee Janzen to approve a resolution increasing the 2016-2017 Fiscal Financial Plan for the Enid Municipal Authority in the amount of \$200,000.00 to purchase and demolish real property located at 110 and 112 East Owen K. Garriott Road, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

Motion was made by Trustee Ezzell and seconded by Trustee Timm to approve a resolution increasing the 2016-2017 Fiscal Financial Plan for the Enid Municipal Authority in the amount of \$413,861.00 for Project No. S-1508A, Oakwood Sanitary Sewer Relief Line, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

Motion was made by Trustee Ezzell and seconded by Trustee Janzen to award the purchase of Ready Mix Portland Cement Concrete through June 30, 2017, to the low bidder, Enid Concrete Company,

Enid, Oklahoma, and the next lowest bidder, Dolese Brothers Company, Oklahoma City, Oklahoma, and the vote was as follows:

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

NAY: None.

Motion was made by Trustee Timm to award the purchase of Crusher Run Rock to the only bidder, Dolese Brothers Company, Oklahoma, City, Oklahoma, with the correction that said award be through June 30, 2017, rather than June 30, 2016 as noted on the agenda.

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

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

NAY: None.

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

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

ABSENT: Trustee Brownlee.

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

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

ABSENT: Trustee Brownlee.

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

AYE: Trustees Janzen, Ezzell, Timm, Wilson, Vanhooser 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 regarding the impact increased ad valorem tax revenue would have on education, and the City's continued decline in sales tax revenues and its inability to retain businesses.

Motion was made by Commissioner Ezzell and seconded by Commissioner Timm to convene into Executive Session pursuant to 25 O.S. §307(B)(1) to review the performance and consider employment of Municipal Judge James Long and Municipal Judge Linda Pickens; and pursuant to 25 O.S. §307(B)(4) and §307 (B)(9)(e)(7) to engage in confidential communications with the City Attorney concerning a pending investigation, and to discuss Information Technology investigation information related to a security penetration, and the vote was as follows:

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

NAY: None.

The meeting convened into Executive Session at 7:44 P.M.

In Executive Session, the Commission reviewed the performance and considered the employment of Municipal Judge James Long and Municipal Judge Linda Pickens, engaged in confidential

communications with the City Attorney concerning a pending investigation, and discussed Information Technology investigation information related to a security penetration.

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

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

NAY: None.

The meeting reconvened into regular session at 8:42 P.M.

Motion was made by Commissioner Ezzell and seconded by Commissioner Vanhooser to continue employment with Municipal Judge James Long and Municipal Judge Linda Pickens at their current rate and same terms for two years, and the vote was as follows:

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

NAY: None.

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

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

NAY: None.

The meeting adjourned at 8:43 P.M.

City Commission Meeting

6. 1.

Meeting Date: 10/04/2016

Submitted By: Karla Ruther, Planning Assistant

SUBJECT:

CONDUCT A HEARING REZONING PROPERTY DESCRIBED AS LOTS 1 - 12, RE-PLAT OF BLOCK 3, MURPHY'S ADDITION, BEGINNING AT A POINT 850 FEET SOUTH AND 30 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 22 NORTH, RANGE 6 WEST OF THE INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA, THENCE EAST 420 FEET, SOUTH 140.9 FEET, WEST 420 FEET, NORTH 140.9 FEET TO THE POINT OF BEGINNING, LOCATED AT 212 WEST BIRCH, FROM "SU" SPECIAL USE DISTRICT TO "R-7" RESIDENTIAL MULTI-FAMILY DISTRICT, FOR ENID PUBLIC SCHOOLS.

BACKGROUND:

This is a companion item to 7.1. The applicant is proposing to rezone the property located at 212 West Birch, which was formerly Harrison School, from "SU" Special Use District to "R-7" Residential Multi-Family District. The purpose of the proposal is to develop the property for affordable housing (income restricted) multi-family senior housing.

The property across the street to the north, south, east and west are zoned "R-7".

The Metropolitan Area Planning Commission unanimously recommended approval at their September 19, 2016 regular meeting.

RECOMMENDATION:

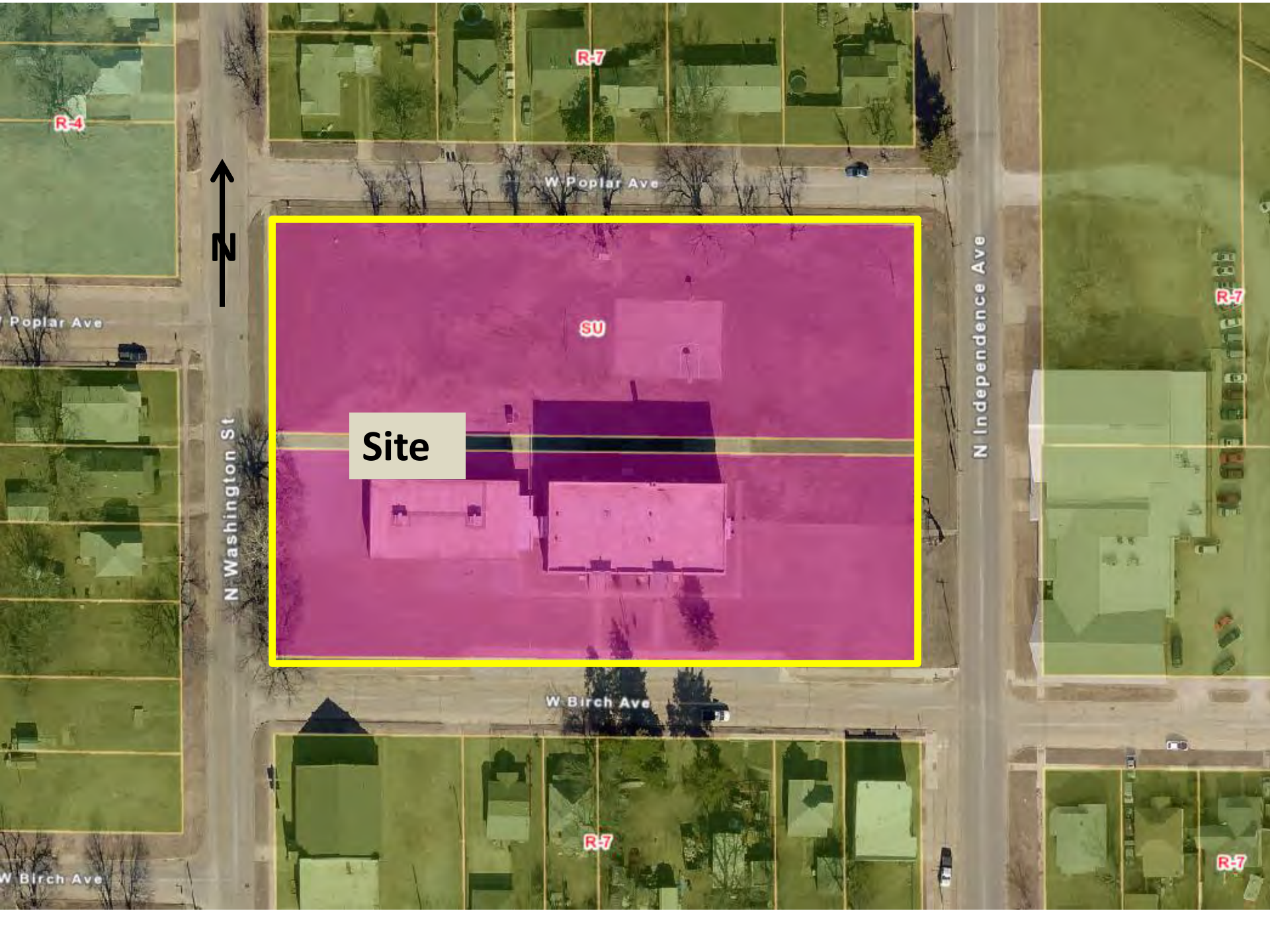
Conduct hearing.

PRESENTER:

Chris Bauer, Planning Administrator.

Attachments

Location map



R-4

R-7

W Poplar Ave



SU

Site

N Washington St

N Independence Ave

R-7

W Birch Ave

R-7

R-7

Poplar Ave

W Birch Ave



Site

1M276
5.92

N Washington St

N Independence Ave

W Poplar Ave

W Birch Ave

F331
964 GPM

F346
0 GPM

F324
787 GPM

F352
336 GPM

WWP 413

WWP 516

WWP 306

6

8

12

12

12

12

12

8

V03E-046

V03E-093

V03E-047

V03E-045

WWP-516

12

4

6

4

City Commission Meeting

7. 1.

Meeting Date: 10/04/2016

Submitted By: Karla Ruther, Planning Assistant

SUBJECT:

CONSIDER AN ORDINANCE REZONING PROPERTY DESCRIBED AS LOTS 1 - 12, RE-PLAT OF BLOCK 3, MURPHY'S ADDITION, BEGINNING AT A POINT 850 FEET SOUTH AND 30 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 22 NORTH, RANGE 6 WEST OF THE INDIAN MERIDIAN, GARFIELD COUNTY, OKLAHOMA, THENCE EAST 420 FEET, SOUTH 140.9 FEET, WEST 420 FEET, NORTH 140.9 FEET TO THE POINT OF BEGINNING, LOCATED AT 212 WEST BIRCH, FROM "SU" SPECIAL USE DISTRICT TO "R-7" RESIDENTIAL MULTI-FAMILY DISTRICT, FOR ENID PUBLIC SCHOOLS.

BACKGROUND:

This is a companion item to 6.1.

The Metropolitan Area Planning Commission unanimously recommended approval at their September 19, 2016 regular meeting.

RECOMMENDATION:

Consider the ordinance.

PRESENTER:

Chris Bauer, Planning Administrator.

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 11 CHAPTER 2, SECTION 11-2-1 OF THE ENID MUNICIPAL CODE, 2014, BY CHANGING THE ZONING ON A CERTAIN PROPERTY AND DESCRIBING THE SAME, AMENDING THE ZONING MAP ACCORDINGLY.

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

Section I. That Title 11, Chapter 2, Section 11-2-1, of the City of Enid, Oklahoma, is hereby amended by adding the following:

The zoning of;

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, REPLAT OF BLOCK 3, MURPHY'S AND BEGINNING AT A POINT 850.0 FEET SOUTH AND 30 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 22 NORTH, RANGE 6 W. I. M., THENCE EAST 420 FEET, THENCE SOUTH 140.9 FEET, THENCE WEST 420 FEET, THENCE NORTH 140.9 FEET TO THE POINT OF BEGINNING.

is changed to R-7 Residential Multi-Family District and the boundaries of the zones on the "Zoning Map, Enid, Oklahoma" are hereby changed accordingly.

PASSED AND APPROVED this _____ day of _____, 2016.

William E. Shewey, Mayor

(Seal)

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY THIS _____ DAY OF _____, 2016.

City Attorney

City Commission Meeting

8. 1.

Meeting Date: 10/04/2016

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

REMOVE FROM THE TABLE AND CONSIDER A RESOLUTION AUTHORIZING THE CITY OF ENID TO TAKE ANY AND ALL ACTIONS NECESSARY TO ACCEPT GRANT FUNDS FROM THE OKLAHOMA DEPARTMENT OF TOURISM & RECREATION DEPARTMENT FOR THE RECREATIONAL TRAILS PROGRAM GRANT FUNDED BY THE FEDERAL HIGHWAY ADMINISTRATION FOR A TRAIL HEAD FACILITY AT GOVERNMENT SPRINGS SOUTH PARK.

BACKGROUND:

This item was tabled at the August 16, 2016 Commission Meeting. The City of Enid has received a Recreational Trails Grant in the amount of \$160,000.00 from the Federal Highway Administration, administered through the Oklahoma Department of Tourism and Recreation. A Notice of Intent must be submitted to the Oklahoma Historical Preservation Office and to the Oklahoma Archeological Survey before the City begins the pre-award inspection and site specific environmental review process for this project. The project will be located at Government Springs South Park, and will require a 20% match by the City.

RECOMMENDATION:

Remove from the table and consider resolution.

PRESENTER:

Stephanie Carr, Grants Administrator.

Attachments

Resolution

RESOLUTION

A RESOLUTION AUTHORIZING THE CITY OF ENID TO TAKE ANY AND ALL ACTIONS NECESSARY TO ACCEPT GRANT FUNDS FROM THE OKLAHOMA DEPARTMENT OF TOURISM & RECREATION DEPARTMENT FOR THE RECREATIONAL TRAILS PROGRAM GRANT FUNDED BY THE FEDERAL HIGHWAY ADMINISTRATION FOR A TRAIL HEAD FACILITY AT GOVERNMENT SPRINGS SOUTH PARK.

WHEREAS, in January 2016, the Federal Highway Administration made available grants through the Oklahoma Department of Tourism and Recreation for Recreational Trails Program to which municipalities may apply;

WHEREAS, the City of Enid prepared a grant application requesting maximum allowable funding in the amount of One Hundred Sixty Thousand Dollars (\$160,000.00) and has been awarded grant funding in the amount of One Hundred Sixty Thousand Dollars (\$160,000.00) contingent upon submission of Notification of Intent and pre-award inspection of site selected for the trail head project at Government Springs South Park;

WHEREAS, the Recreational Trails Program requires a twenty percent (20%) match by the City of Enid of at least Thirty-Two Thousand Dollars (\$32,000.00);

NOW, THEREFORE, BE IT RESOLVED by the City of Enid by and through its Mayor and Board of Commissioners that the City of Enid should take any and all actions necessary to receive the approved grant funding through the Oklahoma Department of Tourism for Recreational Trails Program to construct a Trail Head facility at Government Springs South Park in the amount of Two Hundred Thousand Dollars (\$200,000.00) total project cost and the Mayor is hereby authorized to execute any and all documents necessary toward that end.

PASSED AND APPROVED this 20th day of September 2016.

The City of Enid, Oklahoma

William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda S. Parks, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Andrea L. Chism, City Attorney

City Commission Meeting

8. 2.

Meeting Date: 10/04/2016

Submitted By: Linda Parks, City Clerk

SUBJECT:

CONSIDER A RESOLUTION SUPPORTING CONTINUED PARTICIPATION IN MAIN STREET PROGRAMS.

BACKGROUND:

This Resolution will show the City of Enid's continued support of Main Street Enid's participation in the 2016-2017 Oklahoma Main Street Program.

RECOMMENDATION:

Approve Resolution

PRESENTER:

Kelly Tompkins, Executive Director, Main Street Enid, Inc.

Attachments

Resolution

RESOLUTION

A RESOLUTION SUPPORTING CONTINUED PARTICIPATION IN MAIN STREET PROGRAMS.

WHEREAS, the Oklahoma Main Street Center has been established in the Oklahoma Department of Commerce to assist small towns and cities to develop a public/private effort to revitalize their “Main Street” areas, and

WHEREAS, the City of Enid, Oklahoma desires to continue participating in the Oklahoma Main Street Center,

NOW THEREFORE BE IT RESOLVED by the City of Enid and through its Mayor and Board of Commissioners as follows:

SECTION 1. That the City of Enid, Oklahoma supports the participation in the 2015 / 2016 Oklahoma Main Street Center with the specific goal of revitalizing the historic Central Business District using the Main Street 4-Point Approach™ to economic revitalization.

SECTION 2. That the City of Enid, Oklahoma understands that the Main Street Approach is a long-term process that results in a continual effort to maintain and enhance downtown.

PASSED AND APPROVED this 4th day of October 2016.

The City of Enid, Oklahoma

William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda S. Parks, City Clerk

Approved as to form and legality:

Andrea L. Chism, City Attorney

City Commission Meeting

8. 3.

Meeting Date: 10/04/2016

Submitted By: Andrea Chism, City Attorney

SUBJECT:

CONSIDER APPOINTMENTS TO THE SALES TAX OVERSIGHT COMMITTEE.

BACKGROUND:

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

RECOMMENDATION:

Appoint members to the Kaw Lake Funding Oversight Committee.

PRESENTER:

Andrea L. Chism, City Attorney.

City Commission Meeting

9. 1.

Meeting Date: 10/04/2016

Submitted By: Ashley Keim, Executive Assistant

SUBJECT:

AWARD A CONTRACT TO MERIDIAN CONTRACTING, INC., NORMAN, OKLAHOMA, FOR BRIDGE REHABILITATION, WEST RUPE AVENUE OVER BOGGY CREEK, IN THE AMOUNT OF \$796,421.00, PROJECT NO. R-1504A, AND AUTHORIZE THE MAYOR TO EXECUTE ALL CONTRACT DOCUMENTS AFTER REVIEW BY THE CITY ATTORNEY.

BACKGROUND:

This project will provide for the removal and replacement of the concrete bridge deck and approaches on the Rupe Avenue bridge over Boggy Creek. Replacement of the bridge is recommended due to age and continued deterioration of the driving surface.

The Base Bid will provide for the removal and replacement of the existing bridge deck. Alternate #1 will add riprap and protective blanket to the banks to protect from future erosion. Alternate #2 will add special concrete finish to the coating to exterior portions and railings.

Three bids were received, shown low to high:

Company	Base Bid	Alt #1	Alt #2
Meridian Contracting	\$722,321.00	\$18,400.00	\$50,000.00
Wildcat Construction	\$782,593.00	\$25,800.00	\$6,750.00
Cimarron Construction	\$810,955.50	\$22,600.00	\$6,000.00
Engineer's Estimate:	\$338,095.50	\$18,400.00	\$9,000.00

Meridian Contracting, Inc. submitted the lowest, responsible bid in the amount of \$796,421.00.

RECOMMENDATION:

Award contract to Meridian Contracting, Inc., for the Base Bid, Alternate #1 and Alternate #2 in the total amount of \$796,421.00, and authorize the Mayor to execute all contract documents after review by the City Attorney.

PRESENTER:

Murali Katta, Project Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$796,421.00

Funding Source:

General Obligation Bond Fund.

Budgeted Y/N: Y

Amount: \$700,000

Funding Source:

GO Bonds

Attachments

Canvass of Bids

FROM: Ashley Keim
DATE: September 15, 2016

PAGE 1 OF 1

CANVASS OF BIDS
for
Bridge Rehabilitation W. Rupe Ave over Boggy Creek
Project Number R-1504A

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
Meridian Contracting Inc.	Base Bid	\$ 722,321.00
17500 S. Sooner Rd	Alternate 1	\$ 24,100.00
Norman, OK 73071	Alternate 2	\$ 50,000.00

Bid meets or exceeds all major specifications: X YES _ NO
Bid meets or exceeds all minor specifications: X YES _ NO

DEVIATIONS: **Did meet the specifications.**

Wildcat Construction Co, Inc	Base Bid	\$ 782,593.00
2244 NW Brickyard Rd	Alternate 1	\$ 25,800.00
Topeka, KS 66613	Alternate 2	\$ 6,750.00

Bid meets or exceeds all major specifications: X YES _ NO
Bid meets or exceeds all minor specifications: X YES _ NO

DEVIATIONS: **Did meet the specifications.**

Cimarron Construction Company	Base Bid	\$ 810,955.50
7409 NW 85th Street	Alternate 1	\$ 22,600.00
Oklahoma City, OK 73132	Alternate 2	\$ 6,000.00

Bid meets or exceeds all major specifications: X YES _ NO
Bid meets or exceeds all minor specifications: X YES _ NO

DEVIATIONS: **Did meet the specifications.**

RECOMMENDATION: **Award contract to Meridian Contracting Inc., in the amount of \$796,421.00.**

City Commission Meeting

9. 2.

Meeting Date: 10/04/2016

Submitted By: Ashley Keim, Executive Assistant

SUBJECT:

ACCEPT DRAINAGE EASEMENT FROM BOBSFARM, INC., ENID, OKLAHOMA, FOR THE OAKWOOD WEST DETENTION FACILITY, PROJECT NO. F-1603.

BACKGROUND:

This item will accept a 35-foot drainage easement to facilitate the Oakwood West Detention Facility. The easement covers the existing drainageway on the south side of the old rail road embankment, and allows for incorporating this channel as part of the Oakwood West Detention.

The land owner has also provided a 10-foot temporary easement on the north side of the permanent easement to allow for construction. Temporary easements are not filed of record as they terminate upon completion of the project. These easements are provided at no cost to the City.

RECOMMENDATION:

Accept easement.

PRESENTER:

Robert Hitt, P.E., City Engineer.

City Commission Meeting

9. 3.

Meeting Date: 10/04/2016

Submitted By: Ashley Keim, Executive Assistant

SUBJECT:

AWARD A CONTRACT TO PINKLEY SALES CO., OKLAHOMA CITY, OKLAHOMA, FOR EQUIPMENT PURCHASE FOR TRAFFIC SIGNAL IMPROVEMENTS, PHASE I, IN THE AMOUNT OF \$107,738.14, PROJECT NO. M-1703A.

BACKGROUND:

This project provides for the purchase of equipment to improve the traffic signals at the intersections of Owen K. Garriott Road at Hoover Street, Johnson Street and Cleveland Street. The City of Enid Public Works Department will install the equipment.

Two (2) responsive bids were received as shown below:

Company	Base Bid Section 1	Base Bid Section 2	Base Bid Section 3	Base Bid Section 4	Total
Pinkley Sales	\$40,284.00	\$37,086.00	\$5,380.14	\$24,988.00	\$107,738.14
Gades Sales	\$0	\$0	\$6,465.70	\$0	\$6,465.70
Engineer's Estimate	\$40,284.00	\$36,591.00	\$6,465.70	\$24,988.00	\$108,328.70

Pinkley Sales Co. submitted the lowest, responsible bid for the Base Bid and Sections 1, 2, 3 and 4 in the amount of \$107,738.14.

Section 1 provides for electronic cabinets to house the controls for the traffic signals; Section 2 provides for single camera video detection systems; Section 3 provides for large emitting diode (LED) lights; and Section 4 provides for illuminated signs.

RECOMMENDATION:

Award contract to Pinkley Sales Co. for the Base Bid and Sections 2, 3 and 4, in the total amount of \$107,738.14.

PRESENTER:

Jomara Ortiz, Project Engineer.

Fiscal Impact

Budgeted Y/N: Y

Amount: \$107,738.14

Funding Source:

Capital Improvement Fund.

Attachments

Canvass of Bids.

FROM: Jomara Ortiz
DATE: October 4, 2016

PAGE 1 OF 1

CANVASS OF BIDS
for
Traffic Signals Improvements - Phase I
Project Number M-1703A

<u>FIRM NAME AND ADDRESS</u>	<u>PRODUCT/SERVICE BID</u>	<u>PRICE</u>
Pinkley Sales Co. 344 Hefner Road Oklahoma City, OK 73114	Base Section 1	\$ 40,284.00
	Base Section 2	\$ 37,086.00
	Base Section 3	\$ 5,380.14
	Base Section 4	\$ 24,988.00
	Total	\$ 107,738.14

Bid meets or exceeds all major specifications: X YES NO
Bid meets or exceeds all minor specifications: X YES NO

DEVIATIONS: **Bid met specifications.**

Gades Sales Company, Inc. 5801 W. Harry St. Wichita, KS 67277	Base Section 1	\$ 0
	Base Section 2	\$ 0
	Base Section 3	\$ 6,465.70
	Base Section 4	\$ 0
	Total	\$ 6,465.70

Bid meets or exceeds all major specifications: X YES NO
Bid meets or exceeds all minor specifications: X YES NO

DEVIATIONS: **Bid met specifications.**

Southern Manufacturing Co. 2000 E. Lake Mary Blvd. Sanford, FL 32773	Base Section 1	\$ 0
	Base Section 2	\$ 0
	Base Section 3	\$ 0
	Base Section 4	\$ 25,513.00
	Total	\$ 25,513.00

Bid meets or exceeds all major specifications: YES X NO
Bid meets or exceeds all minor specifications: YES X NO

DEVIATIONS: **Bid does not meet specifications.**

RECOMMENDATION: Award contract to Pinkley Sales Company, for material purchase for Base Bid Sections 1,2,3 and 4 in the amount of \$107,738.14.

City Commission Meeting

9. 4.

Meeting Date: 10/04/2016

Submitted By: Ashley Keim, Executive Assistant

SUBJECT:

ACCEPT EASEMENT FOR PUBLIC HIGHWAY FROM THE CHARLES W. MONSEES LIVING TRUST, ENID, OKLAHOMA, FOR THE CLEVELAND STREET AND CHESTNUT AVENUE INTERSECTION IMPROVEMENT PROJECT, PROJECT NO. R-1311A, AND AUTHORIZE PAYMENT IN THE AMOUNT OF \$136,239.76.

BACKGROUND:

This easement will provide additional right-of-way on the south side of Chestnut Avenue, east of Cleveland Street, and on the east side of Cleveland Street south of the intersection with Chestnut Avenue, for the Cleveland Street and Chestnut Avenue intersection improvements. An offer by the City of Enid to acquire 1.20 acres of public highway easement for this project was accepted by the owner in the amount of \$136,239.76, based on payment of \$134,861.76 for the land, and \$1,378.00 for compensation of damages.

RECOMMENDATION:

Accept easement and authorize payment in the amount of \$136,239.76.

PRESENTER:

Robert Hitt, PE, City Engineer

Fiscal Impact

Budgeted Y/N: Y

Amount: \$136,239.76.

Funding Source:

Capital Improvement Fund.

City Commission Meeting

9. 5.

Meeting Date: 10/04/2016

Submitted By: Ashley Keim, Executive Assistant

SUBJECT:

APPROVE AMENDMENT NO. 5 TO THE AGREEMENT WITH TETRA TECH, INC., OKLAHOMA CITY, OKLAHOMA, FOR DESIGN OF THE CLEVELAND STREET AND CHESTNUT AVENUE INTERSECTION WATER LINE RELOCATION, PROJECT NO. R-1311A, IN AN AMOUNT NOT TO EXCEED \$6,686.00.

BACKGROUND:

On February 5, 2013, the Commission approved an agreement with Tetra Tech, Inc. to design the Cleveland Street and Chestnut Avenue intersection improvements. In October 2013, the design for the relocation of 12-inch, 24-inch and 30-inch water lines was added to the scope.

This intersection is highly congested with numerous underground utilities. This amendment will provide for design work to install a casing to facilitate the future installation of a 48-inch proposed waterline to connect Plant #2 with Plant #1.

Amendment No. 5 will increase the contract with Tetra Tech, Inc. in an amount not to exceed \$6,686.00, for a total contract amount of \$549,173.00.

RECOMMENDATION:

Approve Amendment No. 5 in an amount not to exceed \$6,686.00.

PRESENTER:

Robert Hitt ,City Engineer.

Fiscal Impact

Budgeted Y/N: Y

Amount: \$6,686.00.

Funding Source:

Water Capital Improvement Fund.

City Commission Meeting

9. 6.

Meeting Date: 10/04/2016

Submitted By: Bryan Skaggs, Assistant, Chief of Police

SUBJECT:

APPROVE AND EXECUTE COUNTY JAIL SERVICES ANNUAL SERVICE PAYMENT ADJUSTMENT AGREEMENT WITH THE GARFIELD COUNTY CRIMINAL JUSTICE AUTHORITY IN THE AMOUNT OF \$108,000.00.

BACKGROUND:

On April 4, 2005, the City of Enid and the Garfield County Criminal Justice Authority entered into a jail services agreement in which the County jail will house City prisoners. The agreement provided for an annual negotiation to increase compensation to the County. The County did not request an increase in compensation for Fiscal Year 2016-2017. The City of Enid will pay \$108,000.00, and provide water and trash services to the Garfield County Detention Facility, and to the Garfield County Sheriff's Office located at 216 West Oxford, Enid, Oklahoma.

RECOMMENDATION:

Approve and execute Annual Service Payment Adjustment Agreement.

PRESENTER:

Bryan Skaggs, Captain, Enid Police Department.

Fiscal Impact

Budgeted Y/N: Y
Amount: \$108,000.00
Funding Source:
Police Fund

Attachments

Annual Service Payment Invoice
Agreement

Garfield County Sheriff's Office

INVOICE

216 W Oxford
Enid, OK 73701
Phone 580-599-6903 | Fax 580-237-0256
kbooth@garfieldok.com

INVOICE # 2016
DATE August 15, 2016

TO
Enid Police Department
Attn: Brian Skaggs
301 W Garriott
Enid, OK 73701
Phone 580-616-7022 | bskaggs@enid.org

FOR housing city inmates

Description	Amount
House city inmates July 1, 2016-June 30, 2017 At the Garfield County Detention Facility	108,000.00
Total	108,000.00

Make all checks payable to Garfield County Criminal Justice Authority
Payment is due within 30 days.
If you have any questions concerning this invoice, contact Kristin Booth

THANK YOU FOR YOUR BUSINESS!

**COUNTY JAIL SERVICES AGREEMENT
ANNUAL SERVICE PAYMENT ADJUSTMENT**

This Annual Service Payment Adjustment Agreement, with an effective date of July 1, 2016, is made and entered by and between the City of Enid, Oklahoma, and Oklahoma Municipal Corporation, hereinafter referred to as "ENID," and the Garfield County Criminal Justice Authority, a Public Trust, hereinafter referred to as "AUTHORITY," each party having been duly organized and existing under the laws of the State of Oklahoma.

WITNESSETH:

WHEREAS, Authority and Enid entered into a County Jail Services Agreement (the "Agreement") dated _____, providing the effective availability of a fifteen (15) bed city jail within the county jail facility with annual compensation as set forth therein, being on hundred eight thousand dollar (\$108,000.00) per year for the first two (2) years; and,

WHEREAS, pursuant to paragraph "6. **COMPENSATION**," subparagraphs B. and F., of said Agreement, the parties are required to annually negotiate and increase in the annual service payment to Authority for each fiscal year; and,

WHEREAS, the parties have negotiated in good faith and reached an agreement concerning the annual compensation for said fiscal year as set forth herein.

NOW, THEREFORE, in consideration of the above and foregoing recitals and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**ANNUAL SERVICE PAYMENT ADJUSTMENT FOR
FISCAL YEAR JULY 1ST, 2016 TO JUNE 30TH, 2017**

A: The annual service payment for the present fiscal year as above set forth shall remain the sum of one hundred eight thousand dollars (\$108,000.00) per year, payable forthwith upon approval of this agreement by both parties, if not previously paid.

B: In addition to the above payment, Enid shall provide water and trash utility services at Enid's expense to the Garfield County Detention Facility and 216 W. Oxford (**Sheriff's Office/Emergency Management**). Such utility services shall continue each month through June 30th, 2017.

C: Except for the express modification of the Annual Service Payment as set forth herein, the remaining covenants, terms and conditions for the County Jail Services Agreement between the parties shall remain in full force and effect without change.

IN WITNESS WHEREOF, the above and foregoing annual service payment agreement has been executed in duplicate by the parties hereto and made effective July 1st, 2016 except as otherwise provided herein

"ENID"

CITY OF ENID, OKLAHOMA

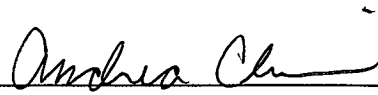
An Oklahoma Municipal Corporation

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

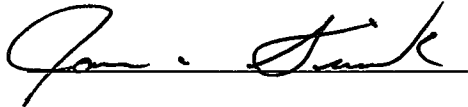
"AUTHORITY"

GARFIELD COUNTY CRIMINAL

JUSTICE AUTHORITY



Chairman Of The Board Of Trustees




Trustee



Trustee

APPROVED AS TO FORM:



ATTORNEY FOR GARFIELD COUNTY
CRIMINAL JUSTICE AUTHORITY

City Commission Meeting

9. 7.

Meeting Date: 10/04/2016

Submitted By: Stephanie Carr, Grants Administrator

SUBJECT:

AWARD AND EXECUTE A CONTRACT FOR SERVICES BETWEEN THE CITY OF ENID COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND COMMUNITY DEVELOPMENT SUPPORT ASSOCIATION (CDSA) TO ADMINISTER B-16-40-0006 GRANT FUNDED ACTIVITIES.

BACKGROUND:

The City of Enid, as an entitlement community for receipt of CDBG funding, received a 2016 allocation of \$387,471.00. Funding allocations were appropriated to CDSA in the amount of \$50,000.00 to assist with homeless prevention activities in the form of emergency repairs, barrier removal and delivery of HOME activities. Funding was approved for this activity by the Commission on April 19, 2016 as part of the FY2016 CDBG funding process. This agency and the funded activities further the goals of the City of Enid as submitted in the 5-Year Consolidated Plan to address decent housing and prevent homelessness.

RECOMMENDATION:

Award and execute contract.

PRESENTER:

Stephanie Carr, Grants Administrator.

Fiscal Impact

Budgeted Y/N: y

Amount: 50,000.00

Funding Source:

United States Department of Housing and Urban Development Community Development Block Grant Program. ?

Attachments

CDSA Contract B16

**COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT
BETWEEN THE CITY OF ENID AND
THE COMMUNITY DEVELOPMENT SUPPORT ASSOCIATION, INC.**

This Contract is made and entered into on this 4th day of October, 2016, by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City," and the Community Development Support Association, Inc., an Oklahoma Non-Profit Corporation, hereinafter called "Subrecipient."

W I T N E S S E T H

WHEREAS, the City manages certain Community Development Block Grant (CDBG) funds from the B-16-MC-40-0006 Housing and Urban Development (HUD) contract; and,

WHEREAS, Subrecipient has made application for grant funds in the amount of Fifty thousand dollars and no cents (\$50,000.00); and,

WHEREAS, the City has reviewed Subrecipient's plan to administer HOME activities and to provide emergency home repairs and barrier removal assistance to qualified individuals throughout the City of Enid; and,

WHEREAS, the City has approved Subrecipient's grant application, finding a proper public purpose for the use of the funds as described in Subrecipient's plan.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated and in consideration of the mutual benefits, which will accrue to the parties, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. Statement of Work:

- A. Engagement of Subrecipient. The City hereby engages Subrecipient for Subrecipient to administer HOME activities and to provide emergency home repairs and barrier removal assistance to qualified individuals, for the benefit of the residents of the City of Enid. Subrecipient accepts such engagement pursuant to the terms and conditions set forth herein.
- B. Purpose. The purpose of this Contract is to state the terms, conditions and mutual understanding of the parties as to the manner in which the Subrecipient will receive and use CDBG funds.
- C. Scope of Engagement. Subrecipient shall provide HOME delivery projects, emergency home repairs and barrier removal to qualified individuals for one year from the date of execution of this Contract. Such scope of services ("services") shall include the following:

- 1) Ensure recognition of the CDBG funding source for this project in all publication and promotional materials.
 - 2) Ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this project will be extended to lower income project area residents.
 - 3) To the greatest extent feasible, utilize business concerns located in, or substantially owned by residents of, the project area, in the award of subcontracts and the purchase of services and supplies.
- D. Term. This contract shall be effective for one year from the date of execution, and all services required under this Contract shall be completed within that time.
- E. Grant Funds Approved. City shall provide grant funding in the amount of actual expenditures not to exceed fifty thousand one dollars and no cents (\$50,000.00) from the B-16-MC-40-0006 HUD contract funding allocation.
- F. Payment to Subrecipient. Subrecipient shall submit either an invoice requesting reimbursement for allowable expenses, or an original invoice for which the City will pay the vendor directly. The submission will be reviewed for payment at a regularly scheduled meeting of the Mayor and Board of Commissioners after receipt of invoice, and if approved, will be paid within five (5) business days following the meeting. City shall not be responsible for any late fees incurred and will not reimburse Subrecipient for any late fees paid. Payments are made only from monies available to the City through the CDBG Program and are subject to the availability of such funds.
- G. Timeliness. Funds not expended within twelve (12) months of the date of execution of this Contract shall be considered for extension only upon written request of Subrecipient and approval by CDBG staff. CDBG staff reserves the right to reallocate any unexpended funds, and the extension of funds is in the sole discretion of CDBG staff.
2. Records and Reports:
- A. Maintain sufficient records to enable the City and HUD to determine whether program objectives are being met as described in 24 CFR §§ 570.506 and 570.507, which are incorporated hereby as if fully set out herein.
 - B. Provide City with monthly accomplishment reports for the duration of the project, but no less than twelve (12) months. Such reports shall be on a form provided by the City and shall include, at a minimum, program usage, number of participants, and monthly expenditures and shall be due to the City CDBG Office on or before the 10th day of each month. Reports are due even on months with no activity or expenditures beginning the date of this contract and ending when contract expires.

- C. Retain all books, documents, papers, records and other materials involving all activities and transactions related to this Contract for at least five (5) years from the date of submission of the final activity report, or until all audit findings have been resolved, whichever is later. Permit representatives of the City and HUD to have full access to and the right to fully examine all such material.
 - D. The City shall have the right to inspect and audit any and all records related to this Project or to the qualification of the Subrecipient for this Grant at any reasonable time.
3. Program Income: In accordance with 24 CFR § 570.504(c), any program income, as defined in 24 CFR § 570.500, received by Subrecipient shall be returned to the City.
4. Uniform Administrative Requirements:
- A. Subrecipient shall comply with the requirements and standards of OMB Circular No. A-122, “Cost Principles for Non-profit Organizations,” which is incorporated hereby as if fully setout herein.
 - B. Subrecipient shall comply with the requirements and standards of OMB Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” which is incorporated hereby as if fully setout herein. Audits shall be conducted annually.
 - C. Subrecipient shall comply with the requirements and standards of OMB Circular A-110, as implemented at 24 CFR Part 84, “Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations” or the related CDBG provision, as specified in § 570.502(b), which is incorporated hereby as if fully setout herein.
5. Other Program Requirements:
- A. Subrecipient shall comply with the requirements of 24 CFR Part 570, Subpart K, which is incorporated hereby as if fully setout herein, except:
 - 1) The City’s responsibilities described at 24 CFR § 57-.604; and
 - 2) The City’s responsibilities under the provisions of 24 CFR Part 52.
 - B. Subrecipient shall comply with the Single Audit Act of 1984, 31 USC § 7501, *et seq.*, which is incorporated hereby as if fully setout herein. Subrecipient shall, in a timely manner, provide the City with copies of reports on any audits that include funds received from City. In the event an audit results in the determination that Subrecipient has expended contract funds on unallowable costs, Subrecipient shall immediately reimburse the City in full for all such costs. Subrecipient shall be

exempt from this Act if expending less than five hundred thousand dollars (\$500,000.00) per year in federal funds, but records must be available for review and/or audit by appropriate officials of federal agencies, pass-through entities such as the City, and the General Accounting Office (GAO).

- C. Conditions for Religious Organizations. Subrecipient agrees that funds provided under this Contract shall not be utilized for religious activities, to promote religious interest, or for the benefit of any religious organization, in accordance with 24 CFR § 570.200(j), which is incorporated hereby as if fully setout herein.
 - D. No employee, officer or agent shall participate in the selection, award or administration of a Contract supported by federal funds if a real or apparent conflict of interest might arise. Subrecipient shall comply with all regulations regarding contracting, procurement and conflict of interest, as set forth in 24 CFR Part 84, Subpart C; 24 CFR Part 85, Subpart C; and 24 CFR 570.611, all of which are incorporated hereby as if fully setout herein.
 - E. Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, which is incorporated hereby as if fully setout herein.
 - F. Subrecipient shall comply with the provisions of the Davis-Bacon Prevailing Wage Act.
6. Suspension and Termination:
- A. This agreement may be terminated or suspended, in whole or in part, by written consent of the parties.
 - B. Upon default by Subrecipient, City may:
 - 1) Temporarily withhold payments pending correction of the deficiency by Subrecipient; and
 - 2) Disallow all or part of the cost of the activity or action not in compliance; and
 - 3) Suspend or terminate, in whole or in part, this Contract; and
 - 4) Require Subrecipient to return funds to the City and/or disqualify Subrecipient from future funding; and
 - 5) Take any other legally available remedy.
 - C. In the event of termination or suspension, all materials and/or equipment purchased under this Contract shall, at the option of the City, become the property

of the City, and Subrecipient shall be entitled to payment for otherwise valid and allowable obligations which were incurred in good faith prior to notice of such action. This option of the City constitutes a security interest in any materials and/or equipment purchased or property improved by expenditure of funds under this Contract for as long as such materials and/or equipments or improvements have any value, unless the City declines its option or releases its security interest.

7. Reversion of Assets: At the time this Contract expires, all CDBG funds on hand at the time of expiration, if any, including accounts receivable, shall be transferred to the City. Additionally, any real property acquired or improved, in whole or in part, by CDBG funds in excess of twenty-five thousand dollars (\$25,000.00) shall, for five (5) years following the expiration of this Contract, continue to be used to meet the national objectives outlined in 24 CFR § 570.208, which is incorporated hereby as if fully setout herein.

8. General:

A. Duties of the City.

- 1) Upon request by Subrecipient, CDBG staff will provide technical assistance, including, but not limited to, preparation and review of the work write-up and cost estimates.
- 2) CDBG Staff may perform periodic site visits to ascertain that the contracted services are proceeding properly and in a satisfactory manner.
- 3) Mediate in the event of a dispute between Subrecipient and any contractor in the event of dissatisfaction of work performed by a contractor.

B. Compliance with Laws. Subrecipient shall conduct its business under the terms of this Contract in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this contract. Funding provided under this Contract shall be conditioned upon Subrecipient's compliance with all applicable laws and regulations.

C. Insurance. Until the work is complete, Subrecipient shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage.

D. Indemnification and Hold Harmless.

- 1) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Subrecipient, its employees and agents under or in connection with this

Contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Subrecipient and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.

- 2) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, from any claim or amount recovered as a result of infringement of patent, trademark or copyright, or from any claim or amounts arising or recovered under Workers' Compensation or any other laws.

E. Integration and Amendments.

- 1) This Contract constitutes the entire agreement between the parties. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract.
- 2) This Contract is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the City.
- 3) In the event the parties fail to agree on changes or interpretations of this Contract, the decision of the City shall prevail. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract.
- 4) Except as otherwise provided in this Contract, the total grant award may be modified only by written agreement of all the parties to this Contract. Such modification shall be in the form of an amendment which specifically references this Contract.
- 5) Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.

F. Default. Under this contract, default occurs when Subrecipient fails to keep, observe, or perform any material agreement, term, or provision of this Contract, including applicable laws and regulations, to be kept, observed, or performed by it.

G. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and

conditions of this Contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.

- H. Independent Status of Subrecipient. Subrecipient is a separate, legal entity from the City and the parties make this Contract accordingly. All persons working for Subrecipient under this contract shall be employees of Subrecipient and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Subrecipient who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Subrecipient employees who are required to perform the duties of Subrecipient, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Subrecipient hereunder shall be within the sole direction of Subrecipient.
- I. Choice of Law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
- J. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
- K. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

CITY: City of Enid
Attn: CDBG Department
P.O. Box 1768
Enid, OK 73702

SUBRECIPIENT: Community Development Support Association, Inc.
114 S. Independence Ave.
Enid, Ok 73701

or at such other address as a party shall specify by like notice to the other party hereto. Notices shall be effective on the date of delivery.

- L. Assignment. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.

- M. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
- N. Binding Effect. This contract binds the parties and any successors and assigns of the parties.
- O. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this contract.
- P. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.
- Q. Good Faith and Best Efforts. City and Subrecipient agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.
- R. Employment Verification. The City of Enid requires all grant subrecipients to verify that employees working pursuant to contracts with the City of Enid are legally authorized to work in the United States. Subrecipient agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract. Subrecipient also agrees to require all subcontractors who perform services under this Contract to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.
- S. Governmental Tort Claims Act. By entering into this Agreement, City and its "employees," as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first above written.

Date: _____

"CITY"
The City of Enid, Oklahoma,
an Oklahoma Municipal Corporation

William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda Parks, City Clerk

Date: _____

"SUBRECIPIENT"
Community Development Support
Association, Inc.,
an Oklahoma Non-Profit Corporation

Signature

Printed Name and Title

WITNESS:

Signature

Printed Name and Title

City Commission Meeting

9. 8.

Meeting Date: 10/04/2016

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$549,512.47.

Attachments

Claimslist

JP Morgan Claimslist

PURCHASE ORDER CLAIMS LIST

10/4/2016

FUND 10 DEPT 000 - N.A.

01-01472	STAPLES ADVANTAGE	PO0137465	TISSUE/PADS/ADD TAPE/ST	\$31.39
01-01472	STAPLES ADVANTAGE	PO0137542	TISSUE/ST	\$19.98
01-03557	OKLAHOMA STATE TREASURER	PO0137669	UNCLAIMED PROPERTY	\$2,234.84
01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0137715	MONTHLY SERVICE 8/16	\$351.34
01-04687	EARNHEART OIL, INC.	PO0137463	DIESEL/ST	\$11,289.21
01-06041	FARMERS GRAIN COMPANY-POND CREEK	PO0137461	DYED DIESEL/ST	\$11,040.23
01-06041	FARMERS GRAIN COMPANY-POND CREEK	PO0137462	UNLEADED FUEL/ST	\$10,551.60
01-08123	HOLDINGS FOOD STORE, INC.	PO0137716	UNLEADED FUEL/ST	\$11,220.16
01-15125	OK GAS & ELECTRIC	PO0137473	MONTHLY SERVICE 8/16	\$1,122.77
01-15125	OK GAS & ELECTRIC	PO0137474	MONTHLY SERVICE 8/16	\$46,955.27
01-15125	OK GAS & ELECTRIC	PO0137475	MONTHLY SERVICE 9/16	\$12,521.05
01-15125	OK GAS & ELECTRIC	PO0137655	MONTHLY SERVICE 9/16	\$1,483.81
01-15127	OK NATURAL GAS	PO0137477	MONTHLY SERVICE 8/16	\$568.17
01-15127	OK NATURAL GAS	PO0137472	MONTHLY SERVICE 8/16	\$520.42
01-15127	OK NATURAL GAS	PO0137595	MONTHLY SERVICE 9/16	\$496.79
01-16004	PDQ PRINTING	PO0137596	ENVELOPES/ST	\$650.00
01-19047	AT & T	PO0137646	MONTHLY SERVICE 9/16	\$2,581.09
01-80343	FENTRESS OIL COMPANY, INC.	PO0137660	OIL/ST	\$1,727.47
01-80343	FENTRESS OIL COMPANY, INC.	PO0137661	OIL/ST	\$1,200.40
01-80343	FENTRESS OIL COMPANY, INC.	PO0137662	OIL/ST	\$1,456.65
01-80343	FENTRESS OIL COMPANY, INC.	PO0137663	OIL/ST	\$1,777.96
01-80343	FENTRESS OIL COMPANY, INC.	PO0137614	OIL/ST	\$715.84
			<u>N.A. TOTAL</u>	<u>\$120,516.44</u>

FUND 10 DEPT 100 - ADM. SERVICES

01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$779.93
01-01906	AFA	PO0137481	ANNUAL DUES /J GILBERT	\$90.00
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0137470	JANITORIAL SERVICE 8/16	\$1,514.24
01-08018	HOTSY OF OKLAHOMA, INC.	PO0137711	S-1707A HOTSYS RENTAL	\$100.00
01-16145	PETTY CASH	PO0137636	REIMB/TRAVEL/J GILBERT	\$26.20
01-55110	LEADERSHIP GREATER ENID	PO0137568	TUITION/GREATER ENID/J GILBERT	\$400.00
01-74160	GRAND NATIONAL QUAIL CLUB	PO0137521	SPONSORSHIP 2016	\$4,000.00
			<u>ADM. SERVICES TOTAL</u>	<u>\$6,910.37</u>

FUND 10 DEPT 110 - HUMAN RESOURCES

01-01227	AUTRY VO-TECH CENTER	PO0137682	HR TRAINING 9/16	\$220.00
01-05017	ENID TYPEWRITER CO., INC.	PO0137680	PRINTS	\$37.59
			<u>HUMAN RESOURCES TOTAL</u>	<u>\$257.59</u>

FUND 10 DEPT 120 - LEGAL SVCS.

01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$643.21
01-02131	LEXISNEXIS	PO0137460	PROFESSIONAL SERVICE 8/16	\$1,033.00
01-02154	OAKTREE MEDICAL CENTER, PC	PO0137573	WC/MEDICAL	\$249.08
01-03599	INFORMATION TECHNOLOGIES, INC.	PO0137515	INTERFACE/INCODE	\$1,017.00
01-03898	WEST, RICKEY	PO0137677	WC/TRAVEL REIMB	\$208.98
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0137559	WC/ATTORNEY FEES	\$187.00
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0137690	WC/ATTORNEY FEES	\$55.00
01-03921	EXPRESS SCRIPTS, INC.	PO0137578	WC/MEDICAL	\$1,352.50
01-03967	COLDIRON, JACK D	PO0137575	WC/MEDICAL	\$56.27
01-04077	BROWN, MICHAEL S. C/O RANDY WAGNER	PO0137688	WC/TRAVEL REIMB	\$179.52
01-04584	MCBRIDE ORTHOPEDIC HOSPITAL	PO0137576	WC/MEDICAL	\$592.47
01-04608	OK WORKERS COMP COMMISSION	PO0137490	WC/FILING FEE	\$140.00
01-04818	MOODY, BILL D., JR.	PO0137492	WC/SETTLEMENT	\$14,696.50
01-05163	CINDY L. ROBERTS M.S., CCC-A	PO0137667	WC/MEDICAL	\$54.00
01-16145	PETTY CASH	PO0137622	REIMB/TRAVEL/C STEIN	\$124.86
01-16145	PETTY CASH	PO0137622	REIMB/TRAVEL/W GILL	\$114.80
01-16145	PETTY CASH	PO0137622	REIMB/TRAVEL/A CHISM	\$108.00
01-33380	OPFER, DAVID	PO0137451	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0137488	WC/MEDICAL	\$317.36
			<u>LEGAL SVCS. TOTAL</u>	<u>\$21,446.91</u>

FUND 10 DEPT 140 - SAFETY

01-01227	AUTRY VO-TECH CENTER	PO0137599	SAFETY TRAINING 9/16	\$40.00
01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$39.76
			<u>SAFETY TOTAL</u>	<u>\$79.76</u>

FUND 10 DEPT 150 - PR/MARKETING

01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$709.76
01-04116	DOWNTOWN THREADS	PO0137689	LOGO SHIRTS (2)	\$83.58
			<u>PR/MARKETING TOTAL</u>	<u>\$793.34</u>

FUND 10 DEPT 200 - GENERAL GOVERNMENT

01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$2,472.53
01-03557	OKLAHOMA STATE TREASURER	PO0137669	UNCLAIMED PROPERTY	\$300.00
01-05134	ENID NEWS & EAGLE	PO0137707	PUBLICATION	\$32.65
01-05166	GORE, SARAH	PO0137706	REFUND/PARK SHELTER PERMIT	\$15.00
01-16145	PETTY CASH	PO0137605	REIMB/FILING FEES	\$190.00
01-16145	PETTY CASH	PO0137618	REIMB/FILING FEES	\$87.00
01-16145	PETTY CASH	PO0137636	REIMB/TRAVEL/R JANZEN	\$188.08
01-36830	MAIN STREET ENID, INC.	PO0135965	LOCAL PROGRAM FUNDING 9/16	\$6,250.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0137650	PUBLICATIONS	\$1,305.60
01-39700	GARFIELD CO. LEGAL NEWS	PO0137643	PUBLICATIONS	\$953.00
01-58150	MCAFFEE & TAFT	PO0137496	PROFESSIONAL LEGAL SERVICE	\$16,952.50
01-58150	MCAFFEE & TAFT	PO0137657	PROFESSIONAL LEGAL SERVICE	\$1,252.50
			<u>GENERAL GOVERNMENT TOTAL</u>	<u>\$29,998.86</u>

FUND 10 DEPT 210 - ACCOUNTING

01-01472	STAPLES ADVANTAGE	PO0137465	INK CARTRIDGE/REFILLS	\$94.05
01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$43.05
01-04977	AON CONSULTING, INC. (NJ)	PO0136203	W/C RESERVE REPORT	\$7,500.00
01-16004	PDQ PRINTING	PO0137596	ENVELOPES (5000)	\$85.00
01-49880	DELL MARKETING, LP	PO0137248	COMPUTERS (2)	\$2,178.56
			<u>ACCOUNTING TOTAL</u>	<u>\$9,900.66</u>

FUND 10 DEPT 220 - RECORDS & RECEIPTS

01-01472	STAPLES ADVANTAGE	PO0137542	THERMAL PAPER	\$107.99
01-16145	PETTY CASH	PO0137714	REIMB/DRAWER SHORTAGE	\$0.25
			<u>RECORDS & RECEIPTS TOTAL</u>	<u>\$108.24</u>

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-01768	AT&T INTERNET SERVICES, INC.	PO0129608	INTERNET SERVICE 8/16	\$1,062.00
01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$689.67
01-03521	TRIBRIDGE HOLDINGS, LLC	PO0137467	ANNUAL GP UPGRADE 11/15/16-11/14/17	\$26,643.89
01-05161	INTEGRITY DATA	PO0137668	ANNUAL ACA SUBSCRIPTION 9/24/16-9/23/17	\$2,750.00
			<u>INFORMATION TECHNOLOGY TOTAL</u>	<u>\$31,145.56</u>

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

01-16145	PETTY CASH	PO0137629	REIMB/MEAL/MAPC MTG	\$68.35
			<u>COMMUNITY DEVELOPMENT TOTAL</u>	<u>\$68.35</u>

FUND 10 DEPT 350 - CODE ENFORCEMENT

01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$593.57
01-04116	DOWNTOWN THREADS	PO0137583	LOGO SHIRTS (2)/P ANSTEAD	\$47.18
01-04732	DEAL LAWN CARE	PO0137493	MOW/424 S MONROE	\$400.00
01-04732	DEAL LAWN CARE	PO0137493	MOW/806 S GRAND	\$60.00
01-04732	DEAL LAWN CARE	PO0137493	MOW/1402 S LEONA MITCHELL	\$120.00
01-04732	DEAL LAWN CARE	PO0137493	MOW/228 W ILLINOIS	\$60.00
01-04732	DEAL LAWN CARE	PO0137493	MOW/231 W ILLINOIS	\$60.00
01-04732	DEAL LAWN CARE	PO0137493	MOW/206 E ILLINOIS	\$60.00
01-04732	DEAL LAWN CARE	PO0137493	MOW/710 E CHESTNUT	\$60.00
01-04732	DEAL LAWN CARE	PO0137493	MOW/2405 E PINE	\$60.00
01-04732	DEAL LAWN CARE	PO0137493	MOW/227 W PINE	\$60.00
01-04732	DEAL LAWN CARE	PO0137493	MOW/530 N 5TH	\$60.00
01-04732	DEAL LAWN CARE	PO0137493	MOW/701 N 6TH	\$60.00
01-04732	DEAL LAWN CARE	PO0137493	MOW/2424 E PINE	\$60.00
01-04732	DEAL LAWN CARE	PO0137493	MOW/701 E OAK	\$60.00
01-04732	DEAL LAWN CARE	PO0137493	MOW/716 E CHESTNUT	\$60.00
01-04732	DEAL LAWN CARE	PO0137493	MOW/418 N 11TH	\$60.00
01-04732	DEAL LAWN CARE	PO0137592	MOW/2006 W OAK	\$120.00
01-04732	DEAL LAWN CARE	PO0137592	MOW/355 E HEMLOCK	\$200.00
01-04732	DEAL LAWN CARE	PO0137592	MOW/1718 E OKLAHOMA	\$60.00
01-04732	DEAL LAWN CARE	PO0137592	MOW/1319 E OKLAHOMA	\$60.00
01-04766	CLM MOWING	PO0137637	MOW/1517 S 2ND	\$150.00
01-05033	DREWKE & SON'S LAWN CARE	PO0137487	MOW/2502 E ASH	\$60.00
01-05033	DREWKE & SON'S LAWN CARE	PO0137487	MOW/1342 E CHERRY	\$60.00
01-05033	DREWKE & SON'S LAWN CARE	PO0137487	MOW/1132 E GARRIOTT	\$90.00
01-05033	DREWKE & SON'S LAWN CARE	PO0137487	MOW/824 E GARRIOTT	\$60.00
01-05033	DREWKE & SON'S LAWN CARE	PO0137487	MOW/630 E BROADWAY	\$90.00
01-05033	DREWKE & SON'S LAWN CARE	PO0137487	MOW/2124 E ELM	\$60.00
01-05033	DREWKE & SON'S LAWN CARE	PO0137594	MOW/2619 N EMERSON	\$60.00
01-05033	DREWKE & SON'S LAWN CARE	PO0137594	MOW/2133 E CEDAR	\$60.00
01-05033	DREWKE & SON'S LAWN CARE	PO0137594	MOW/1326 RITCHIE	\$60.00
01-05118	CUSTOM CUTTERS LAWN CARE	PO0137524	MOW/2005 E OAK	\$100.00
01-05118	CUSTOM CUTTERS LAWN CARE	PO0137524	MOW/1328 N 13TH	\$50.00
01-05118	CUSTOM CUTTERS LAWN CARE	PO0137524	MOW/305 SOMBRERO	\$100.00
01-05159	BLUE JAY LAWN SERVICE	PO0137558	MOW/1110 N CENTRAL	\$40.00
01-05159	BLUE JAY LAWN SERVICE	PO0137558	MOW/435 S BUCHANAN	\$75.00
01-05159	BLUE JAY LAWN SERVICE	PO0137558	MOW/1210 W OAK	\$55.00
01-16145	PETTY CASH	PO0137605	REIMB/FILING FEES	\$52.00
01-16145	PETTY CASH	PO0137607	REIMB/FILING FEES	\$494.00
01-16145	PETTY CASH	PO0137612	REIMB/FILING FEES	\$138.00
01-16145	PETTY CASH	PO0137629	REIMB/V372 BULBS	\$5.36
01-80224	T & M PRINTING, INC.	PO0137519	BUSINESS CARDS/B HENRY	\$44.95
			<u>CODE ENFORCEMENT TOTAL</u>	<u>\$4,285.06</u>

FUND 10 DEPT 400 - ENGINEERING

01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$1,315.69
01-02116	MESHEK & ASSOCIATES, PLC	PO0132002	G-1601A PROFESSIONAL SERVICE	\$1,192.50
01-02465	PICTOMETRY	PO0137449	G-1701B PROFESSIONAL SERVICE	\$2,498.32
01-16145	PETTY CASH	PO0137636	REIMB/TRAVEL/C GDANSKI	\$125.28
01-16145	PETTY CASH	PO0137714	REIMB/MEAL/J NICKEL	\$25.23
			<u>ENGINEERING TOTAL</u>	<u>\$5,157.02</u>

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01472	STAPLES ADVANTAGE	PO0137542	LABEL MAKER TAPE	\$27.99
01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$605.51
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0137470	JANITORIAL SERVICE 8/16	\$1,514.24
			<u>PUBLIC WORKS MGMT TOTAL</u>	<u>\$2,147.74</u>

FUND 10 DEPT 710 - FLEET MAINTENANCE

01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$315.52
01-05023	G&K SERVICES	PO0137503	UNIFORM RENTALS (7)	\$81.31

01-08018	HOTSYS OF OKLAHOMA, INC.	PO0137649	CAR WASH REPAIR/HEAT ELEMENT	\$1,861.38
01-13017	MUNN SUPPLY, INC.	PO0137693	CYLINDER RENTAL	\$102.30
01-35300	UNIFIRST, INC.	PO0137511	SHOP TOWEL SERVICE	\$112.31
01-35300	UNIFIRST, INC.	PO0137705	SHOP TOWEL SERVICE	\$112.31
01-58740	STUART C. IRBY	PO0135017	LED LIGHT FIXTURE SET	\$2,700.00
01-58740	STUART C. IRBY	PO0136198	LIGHTS (17)	\$2,358.00
			FLEET MAINTENANCE TOTAL	\$7,643.13

FUND 10 DEPT 730 - PARKS & RECREATION

01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0137469	CHAIN LINK FENCE	\$1,877.88
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0137482	METAL CHANNEL	\$15.70
01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$5,124.03
01-02259	ENID OVERHEAD DOOR	PO0137500	OVERHEAD DOOR REPAIR	\$122.00
01-03088	MOST DEPENDABLE FOUNTAINS, INC.	PO0137454	AIR DIAPHRAM ASSEMBLY/VALVES	\$381.00
01-03107	CHEM-CAN SERVICES, INC.	PO0137691	PORTABLE TOILET RENTAL 9/16	\$649.00
01-04033	DOLESE BROTHERS CO., INC.	PO0137585	CRUSHER RUN	\$283.03
01-04847	W.W. STARR LUMBER CO., INC.	PO0137517	LUMBER	\$67.55
01-05002	PLAYWELL	PO0137459	PLAYGROUND MULCH	\$2,413.35
01-05005	ENID CONCRETE CO., INC.	PO0137497	SAND	\$346.50
01-05023	G&K SERVICES	PO0137503	UNIFORM RENTALS (16)	\$74.89
01-05023	G&K SERVICES	PO0137684	UNIFORM RENTALS (22)	\$106.80
01-13017	MUNN SUPPLY, INC.	PO0137581	GOGGLES	\$8.23
01-13017	MUNN SUPPLY, INC.	PO0137581	CYLINDER RENTAL	\$122.96
01-13017	MUNN SUPPLY, INC.	PO0137672	CYLINDER RENTAL	\$46.50
01-13223	M&M SUPPLY COMPANY	PO0137567	COUPLING	\$21.59
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0137512	PUMP PROTECTOR ADDITIVE	\$39.56
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0137676	BRUSH	\$11.97
01-30830	LOCKE SUPPLY, INC.	PO0137507	UTILITY KNIFE	\$13.12
01-30830	LOCKE SUPPLY, INC.	PO0137698	LEVER	\$4.37
01-33220	ZALOUDEK, F. W.	PO0137700	V550 FLAP/PUSH BAR/BOLTS	\$407.69
01-35300	UNIFIRST, INC.	PO0137511	SHOP TOWEL SERVICE	\$54.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0137603	V594 SPARK PLUGS (2)	\$6.14
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0137603	V508 BLADE NUTS/BOLTS	\$3.75
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0137603	EDGER THROTTLE CABLE	\$27.89
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0137638	V508 WIRING HARNESS	\$441.82
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0137638	ROPE	\$7.20
01-58740	STUART C. IRBY	PO0137642	BALLAST/BULBS/TIMER	\$241.03
01-58740	STUART C. IRBY	PO0137694	SCREWS/LED LIGHTS/BATTERIES	\$112.48
01-59360	FASTENAL COMPANY	PO0137501	CUTTING WHEELS (5)	\$12.38
01-80246	ATWOODS	PO0137675	PAINT/GREASE GUN/CLEANER	\$233.49
01-80343	FENTRESS OIL COMPANY, INC.	PO0137525	V511 HYDRAULIC OIL	\$361.95
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0137476	PAINT ROLLERS (4)/HORNET SPRAY	\$18.61
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0137701	PUTTY KNIFE/TAPE	\$21.77
			PARKS & RECREATION TOTAL	\$13,680.23

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.

01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$326.16
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0137566	V934 VALVE	\$13.10
01-04033	DOLESE BROTHERS CO., INC.	PO0137628	CRUSHER RUN	\$1,366.26
01-05005	ENID CONCRETE CO., INC.	PO0137520	CONCRETE	\$1,475.00
01-05005	ENID CONCRETE CO., INC.	PO0137598	CONCRETE	\$1,421.00
01-05005	ENID CONCRETE CO., INC.	PO0137702	CONCRETE	\$301.50
01-05023	G&K SERVICES	PO0137503	UNIFORM RENTALS (32)	\$150.40
01-05023	G&K SERVICES	PO0137695	UNIFORM RENTALS (13)	\$60.61
01-05114	HRT SERVICE COMPANY, LLC.	PO0136326	MOW/RIGHT OF WAY	\$1,600.00
01-08022	HUGHES LUMBER CO., LLC	PO0137505	BIT	\$4.09
01-08022	HUGHES LUMBER CO., LLC	PO0137703	EXPANSION JOINT/CEMENT	\$54.90
01-13017	MUNN SUPPLY, INC.	PO0137693	CYLINDER RENTAL	\$46.50
01-33210	P & K EQUIPMENT, INC.	PO0137543	V574 ROPE/SPEAKER	\$97.64
01-33220	ZALOUDEK, F. W.	PO0137545	MOWER BLADES/BLADES	\$406.37
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0137603	CHAIN SAW REPAIR	\$86.30
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0137638	TRIMMER REPAIR	\$46.86
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0137640	TRIMMER STRING/OIL	\$90.72
01-59360	FASTENAL COMPANY	PO0137501	NUTS/BOLTS	\$8.37
01-80153	KINNUNEN, INC.	PO0137526	SEALANT	\$161.28
01-80153	KINNUNEN, INC.	PO0137641	LIMESTONE/FLOOR FAN/HANDLE	\$401.70
			STRMWTR & ROADWAY MAINT. TOTAL	\$8,118.76

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-01338	J & P SUPPLY, INC.	PO0137506	CLEANER/AEROSOL	\$49.64
01-01338	J & P SUPPLY, INC.	PO0137697	CUPS/CLEANER/DEODORIZER	\$112.70
01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$3,138.75
01-02295	MURDOCK, INC.	PO0137713	BEARING COLLARS	\$342.23
01-04578	SMITH, TERRY	PO0137687	PARKING LOT PAINTING	\$760.00
01-04707	PAVING MAINTENANCE SUPPLY	PO0137468	THERMOPLASTIC	\$1,500.00
01-13017	MUNN SUPPLY, INC.	PO0137581	CYLINDER RENTAL	\$135.00
01-13017	MUNN SUPPLY, INC.	PO0137672	CYLINDER RENTAL	\$91.20
01-16008	PINKLEY SALES CO.	PO0137651	SURGE PROTECTORS (5)	\$1,045.16
01-50210	LOWE'S HOME CENTERS, INC.	PO0137674	BOLTS/LOCKS (6)/WASHERS	\$27.18
01-59360	FASTENAL COMPANY	PO0137712	PREMELTER	\$18.62
			<u>TECHNICAL SERVICES TOTAL</u>	<u>\$7,220.48</u>

FUND 10 DEPT 900 - LIBRARY

01-00793	ONESOURCE MANAGED SERVICES	PO0137541	COPIER USAGE 8/16	\$469.82
01-01163	ADVANCED WATER SOLUTIONS	PO0137555	WATER COOLER RENTAL 9/16	\$26.60
01-01338	J & P SUPPLY, INC.	PO0137506	RAGS	\$7.05
01-01338	J & P SUPPLY, INC.	PO0137547	DEODORIZER/FILTER	\$180.59
01-01338	J & P SUPPLY, INC.	PO0137582	RAGS	\$7.20
01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$4,524.24
01-03590	SKINNER AUDIO SERVICES	PO0137602	SOUND SYSTEM RENTAL	\$135.00
01-03661	RK BLACK, INC.	PO0137516	SCANNER MAINTENANCE/REPAIR	\$907.00
01-05105	RECORDED BOOKS, INC.	PO0137537	EBOOKS (2)	\$113.80
01-07015	GALE GROUP THE	PO0137613	BOOKS (4)	\$98.21
01-16145	PETTY CASH	PO0137604	REIMB/TRAVEL/M MALAN	\$148.08
01-16145	PETTY CASH	PO0137604	REIMB/TRAVEL/K BOARDMAN	\$89.21
01-57310	PURCHASE POWER	PO0137458	POSTAGE RESERVE	\$3,000.00
01-57360	UNIVERSAL MANAGEMENT COMPANY	PO0137563	WINDOW CLEANING	\$720.00
01-65460	ACTSHON PEST CONTROL	PO0137478	PEST CONTROL 9/16	\$15.00
01-80234	LUCAS COLOR CARD, INC.	PO0137510	DIGITAL MEDIA CARDS (500)	\$333.35
			<u>LIBRARY TOTAL</u>	<u>\$10,775.15</u>

FUND 12 DEPT 125 - SPECIAL PROJECT

01-07098	GARFIELD CO. TREASURER	PO0137522	AUCTION PROCEEDS	\$6,331.00
			<u>SPECIAL PROJECT TOTAL</u>	<u>\$6,331.00</u>

FUND 14 DEPT 145 - HEALTH FUND

01-04111	HOLMES MURPHY & ASSOCIATES, INC	PO0137653	BENEFIT CONSULTING 7/16-9/16	\$10,000.00
01-70870	FOCUS INSTITUTE, INC.	PO0137652	EAP SERVICES 10/16	\$1,233.33
			<u>HEALTH FUND TOTAL</u>	<u>\$11,233.33</u>

FUND 20 DEPT 205 - AIRPORT

01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$2,015.08
01-16145	PETTY CASH	PO0137714	REIMB/TRAVEL/D OHNESORGE	\$103.90
01-23076	WING AERO PRODUCTS, INC.	PO0137565	MOTION SICKNESS BAGS (50)	\$18.50
01-23076	WING AERO PRODUCTS, INC.	PO0137565	CHARTS/SECTIONALS/FAR/AIM	\$268.45
01-35300	UNIFIRST, INC.	PO0137511	SHOP TOWEL SERVICE	\$107.06
01-35300	UNIFIRST, INC.	PO0137550	SPRAY DISPENSERS	\$64.45
01-50210	LOWE'S HOME CENTERS, INC.	PO0137539	GLUE/LED LIGHT	\$55.93
01-80343	FENTRESS OIL COMPANY, INC.	PO0137480	OIL/ST	\$532.96
			<u>AIRPORT TOTAL</u>	<u>\$3,166.33</u>

FUND 22 DEPT 225 - GOLF

01-01338	J & P SUPPLY, INC.	PO0137547	DEODORIZER	\$60.36
01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$882.48
01-02259	ENID OVERHEAD DOOR	PO0137500	OVERHEAD DOOR REPAIR	\$85.00
01-02674	P & K EQUIPMENT, INC. STILLWATER	PO0137546	SPRINGS (2)	\$55.05
01-03107	CHEM-CAN SERVICES, INC.	PO0137486	PORTABLE TOILET RENTAL 9/16	\$77.00
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0137470	JANITORIAL SERVICE 8/16	\$675.61

01-04713	SIMPLOT PARTNERS	PO0137513	FERTILIZER/GYPSUM	\$654.56
01-04926	HAMPEL OIL DISTRIBUTORS, INC.	PO0137504	UNLEADED FUEL	\$369.95
01-04926	HAMPEL OIL DISTRIBUTORS, INC.	PO0137504	DIESEL	\$483.12
01-05160	VGM FINANCIAL SERVICES	PO0137556	GREENS MOWER LEASE 9/16	\$940.60
01-05160	VGM FINANCIAL SERVICES	PO0137557	UTILITY TRUCK LEASE 9/16	\$365.95
01-05165	MOHAWK MATERIALS CO., INC	PO0137666	SAND	\$1,147.13
01-13017	MUNN SUPPLY, INC.	PO0137581	CYLINDER RENTAL	\$7.14
01-66210	YAMAHA MOTOR CORPORATION USA	PO0136436	GOLF CART LEASE 10/16	\$2,649.00
			<u>GOLF TOTAL</u>	<u>\$8,452.95</u>

FUND 30 DEPT 305 - STREET & ALLEY

01-04033	DOLESE BROTHERS CO., INC.	PO0136194	CRUSHER RUN	\$3,450.34
			<u>STREET & ALLEY TOTAL</u>	<u>\$3,450.34</u>

FUND 31 DEPT 230 - UTILITY BILLING

01-01163	ADVANCED WATER SOLUTIONS	PO0137479	WATER COOLER RENTAL 9/16	\$70.10
01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$213.47
01-49880	DELL MARKETING, LP	PO0137030	COMPUTERS (2)	\$2,178.64
			<u>UTILITY BILLING TOTAL</u>	<u>\$2,462.21</u>

FUND 31 DEPT 760 - SOLID WASTE SERVICES

01-00103	WARREN CAT, INC.	PO0137527	GASKETS/BOLTS/SEALS	\$85.68
01-00159	UNITED STATES GYPSUM COMPANY	PO0137528	CRUSHER RUN	\$810.76
01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$1,014.86
01-02243	BB MACHINE & SUPPLY, INC.	PO0137484	HOSE	\$24.06
01-02243	BB MACHINE & SUPPLY, INC.	PO0137535	V150 U JOINT/YOKE	\$114.35
01-03107	CHEM-CAN SERVICES, INC.	PO0137601	PORTABLE TOILET RENTAL 9/16	\$175.00
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0135941	LOADER RENTAL 9/16	\$3,300.00
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0137566	LOADER REPAIR	\$949.87
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0137570	LOADER REPAIR	\$3,649.85
01-04072	BIG TRUCK,LLC	PO0136928	TRASH TRUCK/2 MO RENTAL	\$7,600.00
01-04072	BIG TRUCK,LLC	PO0136929	TRASH TRUCK/2 MO RENTAL	\$7,600.00
01-05021	CORMACK HYDRAULICS, INC.	PO0137600	V212 CYLINDER RE-SEAL	\$299.81
01-05023	G&K SERVICES	PO0137529	UNIFORM RENTAL (29)	\$174.24
01-05042	UNITED ELECTRONIC RECYCLING, INC.	PO0137562	ELECTRONIC RECYCLING	\$600.00
01-05065	HORIZON HYDRAULICS, INC.	PO0137280	V250 HYDRAULIC PUMP	\$2,576.29
01-05066	BRUCKNER TRUCK SALES, INC.	PO0136299	V238 FRONT LOADER REPAIR	\$20,652.39
01-05066	BRUCKNER TRUCK SALES, INC.	PO0137464	V238 SPINDLE/KINGPIN LABOR	\$2,296.55
01-05067	ENID GLASSWORKS, INC.	PO0137498	WINDSHLD INSTALL/RENTAL TRUCK	\$292.45
01-13017	MUNN SUPPLY, INC.	PO0137581	CYLINDER RENTAL	\$83.70
01-16145	PETTY CASH	PO0137627	REIMB/TRAVEL/E HIDDEN	\$17.50
01-16145	PETTY CASH	PO0137714	REIMB/BOOTS/L BRADEN	\$14.93
01-19001	STANLEY'S WRECKER SERVICE	PO0137514	V212/V216/V217 TOW	\$1,675.25
01-19001	STANLEY'S WRECKER SERVICE	PO0137554	V217 TOW	\$225.00
01-33210	P & K EQUIPMENT, INC.	PO0136864	V566 CLUTCH ASSEMBLY/PARTS	\$3,862.82
01-40870	C L BOYD, INC.	PO0137704	V265 SOLENOID	\$896.63
01-80246	ATWOODS	PO0137551	HOSE/WELDING ROD	\$49.98
01-80246	ATWOODS	PO0137561	BOOTS/L BRADEN	\$75.06
01-80343	FENTRESS OIL COMPANY, INC.	PO0137525	V212/V265 DIESEL EXHAUST FLUID (4)	\$358.02
01-80343	FENTRESS OIL COMPANY, INC.	PO0137654	OIL	\$1,716.95
			<u>SOLID WASTE SERVICES TOTAL</u>	<u>\$61,192.00</u>

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$1,218.48
01-03457	CARTEGRAPH SYSTEMS, INC.	PO0137466	ANNUAL OMS SUPPORT 11/28/16-11/27/17	\$35,000.00
01-03512	PACE ANALYTICAL SERVICES, INC.	PO0137549	SAMPLE ANALYSIS	\$659.75
			<u>PUBLIC UTILITIES MGMT TOTAL</u>	<u>\$36,878.23</u>

FUND 31 DEPT 790 - WATER PRODUCTION

01-01178	ACCURATE, INC.	PO0137523	SAMPLE ANALYSIS	\$6,837.00
01-01178	ACCURATE, INC.	PO0137540	SAMPLE ANALYSIS	\$1,355.00
01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$1,099.61
01-02044	BNSF RAILWAY	PO0137536	BOOSTER STATION LEASE 2016	\$56.28
01-03557	OKLAHOMA STATE TREASURER	PO0137669	UNCLAIMED PROPERTY	\$425.00
01-05023	G&K SERVICES	PO0137503	UNIFORM RENTALS (10)	\$46.69
01-13017	MUNN SUPPLY, INC.	PO0137534	CYLINDER RENTAL	\$55.80
01-19047	AT & T	PO0137483	MONTHLY SERVICE 9/16	\$368.21
01-26005	ZEE MEDICAL SERVICE COMPANY	PO0137544	SAFETY GLOVES/GLASSES	\$309.50
01-38030	DAL SECURITY, INC.	PO0137538	MONTHLY MONITORING 9/16	\$50.00
01-42160	DUSTY'S MOBILE LOCK & KEY SHOP	PO0137553	PAD LOCKS (12)	\$192.00
01-50210	LOWE'S HOME CENTERS, INC.	PO0137664	TAPE/FITTING	\$17.04
01-79980	PIONEER BUSINESS SOLUTION	PO0137532	MONTHLY SERVICE 9/16	\$239.08
WATER PRODUCTION TOTAL				\$11,051.21

FUND 31 DEPT 795 - WATER RECLAMATION SERVICES

01-00917	HD SUPPLY WATERWORKS	PO0137531	VALVE STEM	\$255.00
01-00917	HD SUPPLY WATERWORKS	PO0137531	VALVES/SCREWS/STEMS/NUT	\$269.15
01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$1,364.72
01-02243	BB MACHINE & SUPPLY, INC.	PO0137670	FIRE HOSE ADAPTER	\$33.21
01-04033	DOLESE BROTHERS CO., INC.	PO0137533	ROCK	\$484.64
01-04033	DOLESE BROTHERS CO., INC.	PO0137673	ROCK	\$1,760.88
01-04563	XPRESS WELLNESS, LLC	PO0137572	WC/MEDICAL	\$203.58
01-05005	ENID CONCRETE CO., INC.	PO0137530	CONCRETE	\$216.00
01-05023	G&K SERVICES	PO0137529	UNIFORM RENTALS (17)	\$89.17
01-13017	MUNN SUPPLY, INC.	PO0137534	CYLINDER RENTAL	\$130.20
01-13017	MUNN SUPPLY, INC.	PO0137581	CYLINDER RENTAL	\$9.30
01-16145	PETTY CASH	PO0137627	REIMB/TRAVEL/N RODRIGUEZ	\$293.62
WATER RECLAMATION SERVICES TOTAL				\$5,109.47

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

01-01338	J & P SUPPLY, INC.	PO0137696	CLEANER/SOAP/AEROSOL/WIPES	\$207.26
01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$258.57
01-04429	STOVER & ASSOCIATES, INC	PO0137518	POSTAGE	\$13.77
01-04429	STOVER & ASSOCIATES, INC	PO0136891	PLANT MGMT SERVICES 9/16	\$105,264.21
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0137470	JANITORIAL SERVICE 8/16	\$670.32
01-04949	APS FIRECO OKLAHOMA CITY, LLC	PO0137710	FIRE EXT INSPECTION	\$179.30
01-49880	DELL MARKETING, LP	PO0136549	COMPUTER TOWERS (2)	\$5,087.16
01-59250	USA BLUEBOOK	PO0137709	WEIGHT	\$24.95
01-80258	BRENNTAG SOUTHWEST, INC.	PO0135945	CHLORINE	\$1,691.80
WASTEWATER PLANT MGMT TOTAL				\$113,397.34

FUND 31 DEPT 956 - EMA CAPITAL REPLACE

01-49880	DELL MARKETING, LP	PO0136972	SERVER/STATE CONTRACT #SW1020D	\$8,692.69
EMA CAPITAL REPLACE TOTAL				\$8,692.69

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

01-02102	PUBLIC FINANCE LAW GROUP, PLLC	PO0137639	TP & L TIF LEGAL SERVICES	\$37,500.00
01-02687	RETAIL ATTRACTIONS, LLC	PO0136054	CONSULTING SERVICE 9/16	\$6,000.00
E.E.D.A. TOTAL				\$43,500.00

FUND 33 DEPT 335 - V.D.A.

01-00223	COOPER, MICHAEL G.	PO0137569	REIMB/AFA NATL CONF	\$700.24
01-00223	COOPER, MICHAEL G.	PO0136199	CONSULTING SERVICE 9/16	\$10,000.00
01-03557	OKLAHOMA STATE TREASURER	PO0137669	UNCLAIMED PROPERTY	\$87.65
V.D.A. TOTAL				\$10,787.89

FUND 40 DEPT 405 - CAPITAL IMPROVEMENT

01-03536	JACKSON & JACKSON ENGINEERING	PO0137495	M-1604A SRSD143 PROFESSIONAL SERVICE	\$2,000.00
01-03615	PARATHON CONSTRUCTION, LLC.	PO0135137	M-1606A PEDESTRIAN TRAIL	\$26,805.20
01-04033	DOLESE BROTHERS CO., INC.	PO0135866	P-1503A CRUSHER RUN	\$351.00
01-04033	DOLESE BROTHERS CO., INC.	PO0137585	P-1503A CRUSHER RUN	\$570.57
01-05005	ENID CONCRETE CO., INC.	PO0135865	P-1503A CONCRETE	\$2,000.63
CAPITAL IMPROVEMENT TOTAL				\$31,727.40

FUND 42 DEPT 425 - SANITARY SEWER FUND

01-12007	LUCKINBILL, INC.	PO0137597	S-1702 PROFESSIONAL SERVICE	\$392.50
01-39700	GARFIELD CO. LEGAL NEWS	PO0137502	S-1508 PUBLICATION	\$335.45
SANITARY SEWER FUND TOTAL				\$727.95

FUND 43 DEPT 435 - STORMWATER FUND

01-05050	ENVIROTECH	PO0137251	F-1703A PROFESSIONAL SERVICE	\$4,770.00
STORMWATER FUND TOTAL				\$4,770.00

FUND 44 DEPT 445 - WATER CAP. IMPROVEMENT FUND

01-00917	HD SUPPLY WATERWORKS	PO0135953	W-1703A WATER MAIN PARTS	\$19,846.32
01-03707	DOERNER, SAUNDERS, DANIEL & ANDERS	PO0137471	W-1304A WATER RIGHTS 8/16	\$3,691.17
01-05082	EDWARDS EQUIPMENT, LLC.	PO0135812	W-1617A PUMP REPLACEMENT	\$43,973.10
01-39700	GARFIELD CO. LEGAL NEWS	PO0137678	W-1702A PUBLICATION	\$335.45
WATER CAP. IMPROVEMENT FUND TOTAL				\$67,846.04

FUND 50 DEPT 505 - 911

01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$390.00
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0137620	COPIER LEASE/USAGE 8/16	\$141.69
01-66190	AT&T	PO0137647	MONTHLY 911 SERVICE 9/16	\$1,089.61
911 TOTAL				\$1,621.30

FUND 51 DEPT 515 - POLICE

01-00676	TASER INTERNATIONAL	PO0136939	TASER BATTERY PACKS/CARTRIDGES	\$6,030.92
01-01338	J & P SUPPLY, INC.	PO0137635	METERED DEODORANT	\$69.47
01-01472	STAPLES ADVANTAGE	PO0137615	PAPER/LABELS/FILE FOLDERS	\$473.24
01-01780	B & B LAWN CARE	PO0137624	LAWN CARE 8/16	\$400.00
01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$1,725.54
01-02018	BASS BAPTIST HEALTH CENTER - DALLA	PO0137681	WC/MEDICAL/A MORRIS	\$592.47
01-03569	GRIMSLEY'S, INC.	PO0137631	TOWELS/TISSUE/DEODORIZER	\$297.02
01-04116	DOWNTOWN THREADS	PO0137617	UNIFORMS/JANITORIAL STAFF	\$265.50
01-04157	CONSOLIDATED ELECTRICAL DISTRIBUTO	PO0137633	LAMPS	\$81.00
01-04563	XPRESS WELLNESS, LLC	PO0137572	WC/MEDICAL/D FITZWATER	\$177.48
01-04563	XPRESS WELLNESS, LLC	PO0137572	WC/MEDICAL/B SCHWARZKOPF	\$252.42
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0137620	COPIER LEASE/USAGE 8/16	\$624.15
01-04928	GALLS, LLC	PO0137619	VEST CARRIER	\$650.13
01-04974	LEAGUE MOBILE VET SERVICE	PO0137616	EXAM/REPORT	\$401.50
01-04982	OKLAHOMA LANGUAGE SERVICES	PO0137623	INTERPRETER	\$43.00
01-12007	LUCKINBILL, INC.	PO0137648	FIRE ALARM REPAIR	\$2,347.00
01-13036	MESSER BOWERS	PO0137621	K9 INSURANCE	\$39.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0137625	PAPER SLEEVES	\$58.00
01-13145	MID-AMERICA WHOLESAL, INC.	PO0137634	CUPS/SUGAR/CREAMER	\$106.42
01-16004	PDQ PRINTING	PO0137630	TIME CARDS	\$48.00
01-19001	STANLEY'S WRECKER SERVICE	PO0137671	TOW	\$133.79
01-44890	EMERGENCY MEDICAL SERVICES INC	PO0137686	WC/MEDICAL/M HAINLEY	\$150.55
01-51430	ENID P T PROFESSIONALS	PO0137579	WC/MEDICAL/D FITZWATER	\$588.36
01-65460	ACTSHON PEST CONTROL	PO0137632	EXTERMINATING SERVICE 9/16	\$40.00
01-79290	SIGN SHACK THE	PO0137626	V2041 DECAL REPAIR	\$185.00
POLICE TOTAL				\$15,779.96

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

01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$100.00
01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0137715	MONTHLY SERVICE 8/16	\$33.10
01-15127	OK NATURAL GAS	PO0137472	MONTHLY SERVICE 8/16	\$514.88
01-15127	OK NATURAL GAS	PO0137595	MONTHLY SERVICE 9/16	\$18.91
01-80045	CHISHOLM TRAIL EXPO CENTER	PO0137560	HOTEL TAX 8/16	\$50,510.91
01-80045	CHISHOLM TRAIL EXPO CENTER	PO0137692	HOTEL TAX FY16	\$6,079.88
			<u>E.E.C.C.H. TOTAL</u>	<u>\$57,257.68</u>

FUND 65 DEPT 655 - FIRE

01-00612	PHYSICIANS GROUP, LLC	PO0137571	WC/MEDICAL/A WALL	\$131.83
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0137685	V1044 FUEL CAP	\$39.14
01-01338	J & P SUPPLY, INC.	PO0137588	TISSUE/TOWELS/CLEANER/GLOVES	\$420.06
01-01476	NORTHERN SAFETY CO., INC.	PO0137591	OIL/GASKETS/VALVE	\$131.59
01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$4,113.99
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0137609	HANDLE/NUTS	\$41.80
01-02018	BASS BAPTIST HEALTH CENTER - DALLA	PO0137656	WC/MEDICAL/R BEAN	\$1,103.71
01-02363	CONRAD FIRE EQUIP., INC.	PO0137611	V1029 ACTUATOR	\$24.98
01-02363	CONRAD FIRE EQUIP., INC.	PO0137611	V1040 DOOR SLAT	\$65.25
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0137574	WC/ATTORNEY FEES/J MILACEK	\$275.00
01-03921	EXPRESS SCRIPTS, INC.	PO0137578	WC/MEDICAL/D MORGAN	\$30.43
01-03960	EAGLE IMAGING MANAGEMENT GROUP, LC	PO0137580	WC/MEDICAL/R BEAN	\$245.29
01-04030	WELDON PARTS, INC.	PO0137593	V1043 BUSHINGS	\$230.88
01-04030	WELDON PARTS, INC.	PO0137593	BUSHING TOOL	\$81.16
01-04584	MCBRIDE ORTHOPEDIC HOSPITAL	PO0137576	WC/MEDICAL/J MILACEK	\$180.00
01-04888	FULLERTON WELDING SUPPLY	PO0137658	HYDRO TEST BOTTLES (85)	\$1,659.00
01-04949	APS FIRECO OKLAHOMA CITY, LLC	PO0137586	FIRE EXTINGUISHER	\$315.00
01-04972	WALL, ANDREW S	PO0137491	WC/SETTLEMENT/A WALL	\$14,696.50
01-15132	O'REILLY AUTO PARTS, INC.	PO0137708	V1042/V1043/V1045 FILTERS/SPARK PLUGS	\$311.31
01-16145	PETTY CASH	PO0137629	REIMB/TRAVEL/S BARTLEY	\$12.00
01-19165	STEVENS FORD, INC.	PO0137606	SWITCH	\$67.78
01-19194	OK TAX COMMISSION	PO0137489	WC/STATE TAXES/J MILACEK	\$404.15
01-30830	LOCKE SUPPLY, INC.	PO0137590	FLAG POLE LIGHTS/BULBS	\$516.78
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0137659	PHYSICALS (12)	\$4,583.00
01-39640	RADIOLOGY ASSOC. OF ENID	PO0137679	WC/MEDICAL/S BARTLEY	\$123.15
01-47740	OK STATE UNIVERSITY	PO0137587	BLS CARDS (42)	\$210.00
01-47740	OK STATE UNIVERSITY	PO0137587	FIRE OFFICER TRAINING/J MCALISTER	\$175.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0137608	CHAINSAW CHAIN/GASKET/WASHER	\$70.79
01-51430	ENID P T PROFESSIONALS	PO0137577	WC/MEDICAL/R BEAN	\$112.24
01-51430	ENID P T PROFESSIONALS	PO0137577	WC/MEDICAL/S BARTLEY	\$98.01
01-51430	ENID P T PROFESSIONALS	PO0137579	WC/MEDICAL/R BEAN	\$578.35
01-51430	ENID P T PROFESSIONALS	PO0137579	WC/MEDICAL/S BARTLEY	\$442.68
01-51430	ENID P T PROFESSIONALS	PO0137683	WC/MEDICAL/A WALL	\$112.24
01-58740	STUART C. IRBY	PO0137589	LIGHT BULBS	\$89.05
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0137610	FILTERS/VALVE TOOL/PAINT	\$29.44
			<u>FIRE TOTAL</u>	<u>\$31,721.58</u>

FUND 82 DEPT 825 - CLEET

01-03274	CLEET	PO0137453	MONTHLY REIMB 8/16	\$4,543.23
01-55470	OK STATE BUREAU INVESTIGATION	PO0137452	MONTHLY REIMB AFIS 8/16	\$2,496.40
01-55470	OK STATE BUREAU INVESTIGATION	PO0137452	MONTHLY REIMB FORENSIC 8/16	\$2,404.45
			<u>CLEET TOTAL</u>	<u>\$9,444.08</u>

FUND 85 DEPT 000 - N.A.

01-03557	OKLAHOMA STATE TREASURER	PO0137669	UNCLAIMED PROPERTY	\$350.00
			<u>N.A. TOTAL</u>	<u>\$350.00</u>

FUND 99 DEPT 995 - EPTA

01-01227	AUTRY VO-TECH CENTER	PO0137548	TRANSIT SIMULATOR TRAINING 9/16	\$340.00
01-01227	AUTRY VO-TECH CENTER	PO0137599	TRANSIT SIMULATOR TRAINING 9/16	\$340.00
01-01783	JP MORGAN CHASE	PO0137644	CHASE PAYMENT	\$1,805.96
01-04679	RSM US LLP	PO0136475	2015-2016 MILEAGE AUDIT	\$3,500.00
01-19001	STANLEY'S WRECKER SERVICE	PO0137671	V1071 TOW	\$75.00
			<u>EPTA TOTAL</u>	<u>\$6,060.96</u>

FUND 70 DEPT 705 - CDBG

70-01783	JP MORGAN CHASE	PO0137665	CHASE PAYMENT	\$60.38
70-05134	ENID NEWS & EAGLE	PO0137499	B-15 (411) PUBLICATION	\$294.00
70-49130	BOOKER-T WASHINGTON CENTER	PO0137457	B-15 (407) BTW TUTORING	\$4,236.61
			<u>CDBG TOTAL</u>	<u>\$4,590.99</u>

COMBINED BREAKDOWN OF TOTALS

EMA	\$238,783.15
EEDA	\$43,500.00
EPTA	\$6,060.96
REMAINING FUNDS	\$549,512.47
TOTAL CLAIMS	\$837,856.58

PURCHASING CARD CLAIMS LIST

9/12/16-9/25/16

FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES

AT&T*PREMIER EBIL	PO0137665	IPAD DATA PLAN 9/16	135.05
BRADFORD INDUSTRIAL SP	PO0137665	S-1707A ODOR ELIMINATOR	61.27
ENID WINNELSON CO	PO0137665	ADAPTER/CAP/SAND CLOTH/BRUSH	45.05
HOTSY OF OKLAHOMA	PO0137665	S-1707A EQUIPMENT RENTAL	100.00
JUMBO FOODS	PO0137665	CAKE/CHEROKEE STRIP DAYS	137.97
LOCKE SUPPLY WHC ENID	PO0137665	S-1707A COIL CLEANER	117.37
LOWES #00205*	PO0137665	VACUUM/BATTERIES/BULBS	183.22
ADMINISTRATIVE SERVICES TOTAL			779.93

FUND 10 DEPT 120 - LEGAL SERVICES

OFFICE DEPOT #1079	PO0137665	INK CARTRIDGES (4)/BATTERIES/MOUSE	371.68
OFFICEMAX/OFFICEDEPOT6	PO0137665	COFFEE	44.31
RENAISSANCE OKC CONVEN	PO0137665	LODGING/OML/OAMA CONF/A CHISM	216.23
ZIOS ITALIAN KITCHEN 6	PO0137665	MEAL/OML CONF/A CHISM	10.99
LEGAL SERVICES TOTAL			643.21

FUND 10 DEPT 140 - SAFETY

AT&T*BILL PAYMENT	PO0137665	IPAD DATA PLAN 9/16	30.76
PARADISE DONUTS	PO0137665	MEAL (6)/SAFETY MEETING	9.00
SAFETY TOTAL			39.76

FUND 10 DEPT 150 - PR/MARKETING

AT&T*PREMIER EBIL	PO0137665	IPAD DATA PLAN 9/16	27.01
COTPA PARKING-SKI DATA	PO0137665	PARKING (2)/OML CONF	20.00
HILTON HOTELS F&B	PO0137665	MEAL (4)/OML CONF	73.50
STAPLES 00106633	PO0137665	FLASHDRIVES (5)/UPS REPLACEMENT	187.94
SUDDENLINK-NAT'L SITE	PO0137665	MONTHLY SERVICE 9/16	401.31
PR/MARKETING TOTAL			709.76

FUND 10 DEPT 200 - GENERAL GOVERNMENT

AMAZON MKTPLACE PMTS	PO0137665	ATOMIC WALL CLOCK/LLCR	49.95
AMAZON.COM	PO0137665	ATOMIC WALL CLOCK/COUNCIL CHAMBERS	172.00
JUMBO FOODS	PO0137665	MEAL/COMMISSION MEETING	14.97
PANEVINO	PO0137665	MEAL/COMMISSION MEETING	242.50
RENAISSANCE OKC CONVEN	PO0137665	LODGING/OML CONF/B SHEWEY	687.17
WWW.NEWEGG.COM	PO0137665	TELEVISION/COUNCIL CHAMBERS	1,279.96
WWW.NEWEGG.COM	PO0137665	VIDEO CONVERTERS/COUNCIL CHAMBERS	25.98
GENERAL GOVERNMENT TOTAL			2,472.53

FUND 10 DEPT 210 - ACCOUNTING

AT&T*PREMIER EBIL	PO0137665	IPAD DATA PLAN 9/16	30.76
PAYPAL *CARY959	PO0137665	EMPLOYEE ERROR/REIMB VIA CHECK	12.29
ACCOUNTING TOTAL			43.05

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

AMAZON MKTPLACE PMTS	PO0137665	PROJECTOR CASE	99.93
AT&T*PREMIER EBIL	PO0137665	IPAD DATA PLAN 9/16	23.26
COLOR ID	PO0137665	ID CARDS	302.00
LIVEPERSON, INC	PO0137665	ONLINE CHAT/COE WEBSITE	159.00
RIB CRIB 44	PO0137665	MEAL (4)/DEPT MEETING	68.44
SQ *A W BRUEGGEMANN	PO0137665	PLIERS/DRILL BIT	24.16
WAL-MART #0499	PO0137665	HDMI CABLE	12.88

PURCHASING CARD CLAIMS LIST

9/12/16-9/25/16

INFORMATION TECHNOLOGY TOTAL

689.67

PURCHASING CARD CLAIMS LIST

9/12/16-9/25/16

FUND 10 DEPT 350 - CODE ENFORCEMENT

AT&T*PREMIER EBIL	PO0137665	TABLET DATA PLANS 9/16	118.05
FLOOR MAT SHOP	PO0137665	AREA RUG	282.58
LOWES #00205*	PO0137665	MASKING TAPE/STAPLES	37.32
STAPLES 00106633	PO0137665	DRY ERASE BOARD/MARKERS	31.99
STEVENS FORD	PO0137665	V727 DIAGNOSIS	123.63
CODE ENFORCEMENT TOTAL			593.57

FUND 10 DEPT 400 - ENGINEERING

AMER SOC CIVIL ENGINEE	PO0137665	ASCE MEMBERSHIP (2)	330.00
BRAUMS #30	PO0137665	MEAL/UTILITY OWNERS MEETING	8.67
MARRIOTT TULSA HOTEL S	PO0137665	LODGING (3)/OFMA CONF	558.06
SOCIETY OF WOMEN ENGIN	PO0137665	SWE MEMBERSHIP DUES/J ORTIZ	100.00
SPRINGHILL SUITES	PO0137665	LODGING/SCAUG GIS CONF/J NICKEL	190.00
THE HIDEAWAY	PO0137665	MEAL (3)/OFMA CONF	32.96
WATERFRONT GRILL	PO0137665	MEAL (3)/OFMA CONF	96.00
ENGINEERING TOTAL			1,315.69

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

KLEEN RITE CORP	PO0137665	COMMERICAL AUTO VACUUM	136.50
PARADISE DONUTS	PO0137665	MEAL (13)/SUPERVISOR MEETING	35.69
PAYPAL *NEWEGGBUSIN	PO0137665	LAPTOP/MEMORY UPGRADE	305.50
STAPLES 00106633	PO0137665	PLANNER/NOTEBOOK	28.78
TLF TIGER LILY FLORIST	PO0137665	FLORAL ARRANGEMENT	74.62
WAL-MART #4390	PO0137665	VACUUM CLEANER	24.42
PUBLIC WORKS MGMT TOTAL			605.51

FUND 10 DEPT 710 - FLEET MGMT

AMAZON MKTPLACE PMTS	PO0137665	KEY TAGS	24.27
AT&T*PREMIER EBIL	PO0137665	IPAD DATA PLAN 9/16	30.76
KLEEN RITE CORP	PO0137665	COMMERICAL AUTO VACUUM	136.50
VISTAPR*VISTAPRINT.COM	PO0137665	WINDOW HANGERS	123.99
FLEET MGMT TOTAL			315.52

FUND 10 DEPT 730 - PARKS & RECREATION

ALBRIGHT STEEL WIRE EN	PO0137665	REBAR	68.10
AMAZON MKTPLACE PMTS	PO0137665	TRIMMER REPLACEMENT PARTS	69.88
AMAZON MKTPLACE PMTS	PO0137665	V507 DOOR HANDLE	14.14
AMAZON.COM	PO0137665	SOFTBALL BATTERS BOX TEMPLATE	105.32
AT&T*PREMIER EBIL	PO0137665	IPAD DATA PLAN 9/16	25.61
AUTOZONE #0505	PO0137665	(CREDIT) REFUND TAX	(6.55)
BUILDASIGN.COM	PO0137665	ADVERTISING/SPECIAL EVENTS	67.74
COMMERCIAL INDUSTRIAL	PO0137665	PVC FITTINGS	306.96
CYCLEPARTSNATION.C	PO0137665	GASKET KIT	17.06
FASTENAL COMPANY01	PO0137665	BOLTS/NUTS	17.65
FUNFLICKS OUTDOOR MOVI	PO0137665	SCREEN/PROJECTOR RENTAL	469.70
HARBOR CITY SUPPLY	PO0137665	BATHROOM PARTITION	1,490.00
JACKS SMALL ENGINES &	PO0137665	PULL STRING START ASSEMBLY	44.45
KINNUNEN SALES & RENT	PO0137665	FIRST AID KITS	458.04
KLEEN RITE CORP	PO0137665	COMMERICAL AUTO VACUUM	136.50
LOCKE SUPPLY - ENID	PO0137665	FITTINGS	66.21
LOWES #00205*	PO0137665	PAINT/DOOR HANDLE/CLAMPS	299.90

PURCHASING CARD CLAIMS LIST

9/12/16-9/25/16

R AND R PRODUCTS INC	PO0137665	AERATOR SPOONS (24)	144.89
SAMS INTERNET	PO0137665	LIGHT FIXTURES	137.24
SQ *ABSOLUTELY TNT	PO0137665	LOGO SHIRTS (10)	85.00
STUART C IRBY	PO0137665	DOWNTOWN BANNER SUPPLIES	132.63
SWANK MOTION PICTURES	PO0137665	LICENSING FEE/MOVIE IN THE PARK	403.00
UPS (800) 811-1648	PO0137665	SHIPPING FEES	82.88
WAL-MART #0499	PO0137665	ATHLETIC GEAR/ENID YOUTH	251.23
WW STARR LUMBER ENID	PO0137665	DRYWALL SCREWS	236.45
PARKS & RECREATION TOTAL			5,124.03

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT

ENID IRON & METAL CO	PO0137665	METAL PLATE	189.66
KLEEN RITE CORP	PO0137665	COMMERICAL AUTO VACUUM	136.50
STRMWTR & ROADWAY MAINT TOTAL			326.16

FUND 10 DEPT 750 -TECHNICAL SERVICES

ACE HARDWARE	PO0137665	CHAINS	25.93
ACE HDWE	PO0137665	FITTINGS/COULPINGS/ELBOW	27.32
ALBRIGHT STEEL WIRE EN	PO0137665	METAL ROD/SCREWS	21.44
AMAZON MKTPLACE PMTS	PO0137665	PREHEATER THERMOSTAT/VALVE/BURNER	297.01
AT&T*BILL PAYMENT	PO0137665	IPAD DATA PLAN 9/16	213.36
ATWOOD 01 ENID	PO0137665	JEANS/K KIRKPATRICK	49.98
ATWOOD 01 ENID	PO0137665	WEED BURNER TORCH	52.99
BRADFORD INDUSTRIAL SP	PO0137665	NUT DRIVER SET	86.62
BRAUMS #30	PO0137665	MEAL (5)/DEPT MEETING	30.66
DROPBOX*7K96334FVG2D	PO0137665	DROPBOX STORAGE	99.00
ENID IRON & METAL CO	PO0137665	METAL ROD	16.00
ENID WINNELSON CO	PO0137665	BUSHING/CONDUIT STRAP/GLUE	124.04
FASTENAL COMPANY01	PO0137665	QUICK LINKS/COMPRESSED AIR	67.39
JUMBO FOODS	PO0137665	GATORADE	119.60
KINNUNEN SALES & RENT	PO0137665	SAW/DRILL KIT	585.51
KLEEN RITE CORP	PO0137665	COMMERICAL AUTO VACUUM	136.50
LOWES #00205*	PO0137665	FLASHLIGHT/BATTERY/DRILL BITS	549.38
RAMSEYS WHAT EVER	PO0137665	WRENCH/SOCKETS/NUT DRIVERS	19.50
STUART C IRBY	PO0137665	PREHEATER START/STOP CONTROLS	81.68
TELEWAVE INC	PO0137665	WATT METER CALIBRATION	93.76
WW STARR LUMBER ENID	PO0137665	FORM BOARD MATERIAL/PAINT/SCREWS	441.08
TECHNICAL SERVICES TOTAL			3,138.75

FUND 10 DEPT 900 - LIBRARY

4IMPRINT	PO0137665	PENCILS/MAGNETS	926.12
ABUELOS OKLAHOMA CITY	PO0137665	MEAL (3)/OLA CONF	49.64
ADOBE *PDF PACK SUBS	PO0137665	ADOBE ANNUAL RENEWAL	69.99
AMAZON MKTPLACE PMTS	PO0137665	COFFEE(3)	126.54
AMAZON MKTPLACE PMTS	PO0137665	FLAGS	116.33
AMAZON MKTPLACE PMTS	PO0137665	PROGRAM SUPPLIES	130.35
AMAZON.COM	PO0137665	PADDED MAILERS/BOOK	82.96
AMERICAN LIBRARY ASSOC	PO0137665	ALA DUES/M MALAN	49.00
BAUDVILLE INC.	PO0137665	EMPLOYEE APPRECIATION/BADGES	232.06
BRAUMS #30	PO0137665	REFRESHMENTS/MJR RECEPTION	21.25
CAFE GARCIA	PO0137665	MEAL (5)/DEPT MEETING	63.44
DECO PIZZERIA	PO0137665	MEAL (2)/DEPT MEETING	34.46
DISCOUNTELE	PO0137665	REFURBISHED MONITORS (5)	247.95
FIVE80 COFFEEHOUSE	PO0137665	REFRESHMENTS/MJR CELEBRATION	188.00

PURCHASING CARD CLAIMS LIST

9/12/16-9/25/16

HIDEAWAY PIZZA BROADWA	PO0137665	MEAL (3)/OLA CONF	31.43
HOBBY-LOBBY #0008	PO0137665	PROGRAM SUPPLIES	127.15
HOLIDAY INN EXPRESS BR	PO0137665	LODGING/ODL CONF/M MALAN	134.99
IN *CUPCAKE SHOP BY AW	PO0137665	REFRESHMENTS/MJR CELEBRATION	205.00
INDUSTRIAL MATERIALS	PO0137665	DOOR CLOSER	230.00
JCPENNEY 2121	PO0137665	T SHIRT/BANNED BOOKS WEEK	11.99
KATYS PANTRY	PO0137665	REFRESHMENTS/MJR RECEPTION	575.00
KUMBACK LUNCH INC	PO0137665	MEAL (3)/ODL MEETING	44.61
LAKESHORE LEARNING MAT	PO0137665	PROGRAM SUPPLIES	245.12
NAPOLIS ITALIAN RESTAU	PO0137665	MEAL (4)/DEPT MEETING	47.96
OKLA 00 OF 00	PO0137665	ODL WORKSHOP (4)	260.00
STAPLES DIRECT	PO0137665	RUBBER BANDS/GOO GONE PENS (5)	50.22
TEACHERSPAYTEACHERS.CO	PO0137665	PROGRAM SUPPLIES	19.70
TMS*CHER DEN'S	PO0137665	REFRESHMENTS/MJR RECEPTION	72.00
USPS 39282704133607748	PO0137665	STAMPS	47.00
WAYFAIR*WAYFAIR	PO0137665	ROCKING HORSES/CHILDREN'S AREA	83.98
		LIBRARY TOTAL	4,524.24

FUND 20 DEPT 205 - AIRPORT

2000 CED	PO0137665	HANGER DOOR PARTS	151.11
AMAZON MKTPLACE PMTS	PO0137665	LIGHT BULBS	32.00
DOWNTOWN THREADS	PO0137665	POKER RUN SHIRTS	706.20
EVACUUMSTORE.COM	PO0137665	VACUUM PARTS	25.98
HALI-BRITE, INC.	PO0137665	COUPLING	48.12
JUMBO II LLC	PO0137665	PILOT SNACKS	40.98
OREILLY AUTO 00001883	PO0137665	V812 BRAKE LIGHT	5.40
QT PETROLEUM ON DEMAND	PO0137665	SELF SERVE PUMP MOTHERBOARD	582.14
STUART C IRBY	PO0137665	LED LIGHTBULBS (20)	140.00
THE CANVAS SHOP LLC	PO0137665	WINDSOCK	145.00
THE UPS STORE 5063	PO0137665	SHIPPING FEES	12.46
USPS 39282704133607748	PO0137665	SHIPPING FEES	22.95
WAL-MART #0499	PO0137665	POKER RUN CARDS/ENVELOPES/SNACKS	102.74
		AIRPORT TOTAL	2,015.08

FUND 22 DEPT 225 - GOLF

BB MACHINE & SUPPLY IN	PO0137665	BEARING	16.48
HIBU INC. - WEST	PO0137665	ADVERTISING 9/16	36.00
LUBER BROS INC 2	PO0137665	GREENS MOWER RENTAL (WEEK 3/4)	800.00
PP*OKLAHOMAGOL	PO0137665	GCSAA CONF/M LEAGUE	30.00
		GOLF TOTAL	882.48

FUND 31 DEPT 230 - UTILITY SERVICES

WAL-MART #0499	PO0137665	FAX MACHINE/SHREDDER/WIPES	213.47
		UTILITY SERVICES TOTAL	213.47

FUND 31 DEPT 760 - SOLID WASTE

AT&T*PREMIER EBIL	PO0137665	IPAD DATA PLAN 9/16	390.15
BRADFORD INDUSTRIAL SP	PO0137665	PUMP	35.75
JUMBO FOODS	PO0137665	BOTTLED WATER	45.80
KLEEN RITE CORP	PO0137665	COMMERICAL AUTO VACUUM	136.50
PARTMASTER	PO0137665	DURA-WELD	190.70
STAPLES 00106633	PO0137665	INK/PENS/MOUSE	215.96
		SOLID WASTE TOTAL	1,014.86

PURCHASING CARD CLAIMS LIST

9/12/16-9/25/16

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

CABELAS.COM	PO0137665	DRONE	885.67
KINNUNEN SALES & RENT	PO0137665	SAFETY SUITS	33.00
KLEEN RITE CORP	PO0137665	COMMERICAL AUTO VACUUM	136.50
SHERATON HOTEL	PO0137665	LODGING/OML LEADERSHIP CONF/L MINTZ	138.89
WAL-MART #4390	PO0137665	VACUUM CLEANER	24.42
PUBLIC UTILITIES MGMT TOTAL			1,218.48

FUND 31 DEPT 790 - WATER PRODUCTION

ATWOOD 01 ENID	PO0137665	DISCHARGE HOSE/ADAPTER/COUPLER	76.96
DURHAM GEO SLOPE INDIC	PO0137665	CABLE/PROBE	315.46
KLEEN RITE CORP	PO0137665	COMMERICAL AUTO VACUUM	136.50
LESLIES POOLMART #909	PO0137665	CHLORINE	440.97
TINKER & RASOR	PO0137665	LOCATOR BOX REPAIR	129.72
WATER PRODUCTION TOTAL			1,099.61

FUND 31 DEPT 795 - WATER RECLAMATION SVS

2000 CED	PO0137665	CONDUIT/WIRE	173.17
AT&T*PREMIER EBIL	PO0137665	IPAD DATA PLAN 9/16	141.84
ATWOOD 01 ENID	PO0137665	CHAIN/CLEVIS HOOKS	41.86
DENSE MECHANICAL CONTR	PO0137665	REFRIGERATION MODULE	223.04
KINNUNEN SALES & RENT	PO0137665	CONCRETE SAW BLADE/SHOVELS/LINE CHALK	633.87
KLEEN RITE CORP	PO0137665	COMMERICAL AUTO VACUUM	136.50
STUART C IRBY	PO0137665	SWITCHES	14.44
WATER RECLAMATION SVS TOTAL			1,364.72

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

ALBRIGHT STEEL WIRE EN	PO0137665	ANGLE IRON	21.16
AUTOMATIONDIRECT.COM	PO0137665	DC DRIVE	114.00
STUART C IRBY	PO0137665	HEAVY SHRINK TUBE/CABLE TIES	123.41
WASTEWATER PLANT MGMT TOTAL			258.57

FUND 50 DEPT 505 - 911

EB OKLAHOMA PUBLIC SA	PO0137665	REGISTRATION (2)/PUBLIC SAFETY CONF	390.00
911 TOTAL			390.00

FUND 51 DEPT 515 - POLICE

AMAZON MKTPLACE PMTS	PO0137665	PROMOTIONAL BOOK	53.43
APPLEBEES NEIG98299993	PO0137665	MEAL (7)/CLEET TRAINING	80.11
ASAHI INC	PO0137665	MEAL (4)/CLEET TRAINING	54.15
ASIA SUPER BUFFET	PO0137665	MEAL/CLEET TRAINING/T AUSTIN	9.50
ATWOOD 01 ENID	PO0137665	DOG FOOD	394.28
BOOM A RANG DINER ADA	PO0137665	MEAL (2)/CLEET TRAINING	19.95
BRADFORD INDUSTRIAL SP	PO0137665	WATER HEATER PARTS/ANIMAL CONTROL	134.50
DOMINO'S 6465	PO0137665	MEAL (4)/PCSC	31.96
FRESCOS MEXICAN GRILL	PO0137665	MEAL (4)/CLEET TRAINING	34.93
IACP	PO0137665	REFUND/IACP/REGISTRATION/B SKAGGS	(350.00)
JUMBO FOODS	PO0137665	MEAL/REID SCHOOL TRAINING	77.97
KETCH ALL COMPANY	PO0137665	SNAKE TONG	71.50
KWICK STOP #39	PO0137665	V2185 FUEL/CLEET TRAINING	25.50
LOCKE SUPPLY - ENID	PO0137665	WATER HEATER/ANIMAL CONTROL	468.06
LOVE S COUNTRY00000521	PO0137665	V96 FUEL/CLEET TRAINING	37.50
LOVE S COUNTRY00002188	PO0137665	V2185 FUEL/CLEET TRAINING	21.75
NORTHWEST TROPHY & AWA	PO0137665	NAME PLATE/PCSC	26.00

PURCHASING CARD CLAIMS LIST

9/12/16-9/25/16

PAYPAL *SONITEK	PO0137665	CISCO SWITCH	162.90
PHILLIPS 66 - ONCUE EX	PO0137665	WATER/SODA/REID SCHOOL TRAINING	17.98
PIGSKIN'S BBQ	PO0137665	MEAL (2)/CLEET TRAINING	8.93
RIB CRIB 58	PO0137665	MEAL (4)/CLEET TRAINING	57.45
SAN REMOS PIZZARIA	PO0137665	MEAL (2)/CLEET TRAINING	20.94
SANTA FE CATTLE COMPAN	PO0137665	MEAL (6)/CLEET TRAINING	86.88
SCHIEBERS DONUTS & DEL	PO0137665	MEAL/REID SCHOOL TRAINING	67.50
SHELL OIL 57445723307	PO0137665	V2085 FUEL/CLEET TRAINING	19.60
SHELL OIL 57445723307	PO0137665	V2185 FUEL/CLEET TRAINING	37.00
THE FIELDHOUSE	PO0137665	MEAL (5)/CLEET TRAINING	52.25
USPS 39282704133607748	PO0137665	SHIPPING FEES	3.02
		POLICE TOTAL	1,725.54

FUND 60 DEPT 605 - EECCH

STAPLES 00106633	PO0137665	VISIT ENID UPS REPLACEMENT	100.00
		EECCH TOTAL	100.00

FUND 65 DEPT 655 - FIRE

ALERT ALL CORP	PO0137665	STICKERS	252.00
AMAZON MKTPLACE PMTS	PO0137665	EXAM GLOVES (8)	47.93
AMAZON.COM	PO0137665	THERMAL IMAGER/SAFETY GLASSES/FLASHLIGHTS	365.04
AT&T DATA	PO0137665	IPAD DATA PLAN 2016	25.00
ATWOOD 01 ENID	PO0137665	MOWER BATTERY	26.99
AUTOZONE #0505	PO0137665	V1043 REAR SHOCKS	166.48
CURLYS	PO0137665	MEAL (2)/CPR TRAINING	23.04
EMBLEM ENTERPRISES INC	PO0137665	SHOULDER PATCHES	371.00
INT'L CODE COUNCIL INC	PO0137665	CODE BOOK	135.00
KUM & GO #880	PO0137665	V2117 FUEL/SCBA INSPECTION	10.67
NORTHWEST TROPHY & AWA	PO0137665	PLAQUES (2)	28.00
PARTSTREE.COM	PO0137665	RESCUE TOOLS	48.04
PROJECTOR ZONE	PO0137665	PROJECTOR LIGHT	129.42
PROMOTIONS NOW	PO0137665	PENCILS (3500)/BAGS (2000)	828.91
SEARS HHO INC 1382	PO0137665	LAWN MOWER	214.99
SPANGLER CANDY	PO0137665	SUCKERS	170.16
TULSA AUTO SPRING CO	PO0137665	V1043 TORQUE ARMS/BUSHINGS	531.90
UNITED LINEN	PO0137665	KITCHEN/SHOP TOWELS	35.29
USPS 39282704133607748	PO0137665	SHIPPING FEES	3.09
WAL-MART #0499	PO0137665	FLAGS	19.76
WM SUPERCENTER #499	PO0137665	BATTERIES	22.94
YORK INTL OKC	PO0137665	FAN MOTOR/MODULE	658.34
		FIRE TOTAL	4,113.99

FUND 70 DEPT 705 - CDBG

B&H PHOTO, 800-606-69	PO0137665	EXTERNAL DVD DRIVE	29.94
DMI* DELL HIGHER EDUC	PO0137665	SOUND BAR	30.44
		CDBG TOTAL	60.38

PURCHASING CARD CLAIMS LIST

9/12/16-9/25/16

FUND 99 **DEPT 995 - EPTA**

8008089000 PIONEERTELE	PO0137665	MONTHLY SERVICE 9/16	20.86
ATT*BUS PHONE PMT	PO0137665	MONTHLY SERVICE 9/16	274.96
SMOKIN OKIE DIESEL	PO0137665	V8559 FIX SHIFT MECHANISM/BATTERIES	1,400.14
UNITED ACCESS OKC	PO0137665	V8568 DIAGNOSIS	110.00
		<u>EPTA TOTAL</u>	<u>1,805.96</u>

JP MORGANCHASE CLAIMS LIST TOTAL **\$ 37,584.52**

Meeting Date: 10/04/2016

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION AGREEING TO FILE APPLICATION(S) WITH THE OKLAHOMA WATER RESOURCES BOARD (THE “OWRB”) FOR FINANCIAL ASSISTANCE THROUGH OWRB FINANCIAL ASSISTANCE PROGRAM, WITH THE LOAN PROCEEDS BEING FOR THE PURPOSE OF FINANCING CERTAIN WATER SYSTEM IMPROVEMENTS; APPROVING PROFESSIONAL SERVICES AGREEMENTS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

BACKGROUND:

This resolution by the Enid Municipal Authority (EMA) authorizes application to the Oklahoma Water Resources Board for a loan to continue engineering work on the Kaw Lake pipeline project. The loan is estimated to be approximately \$15 million dollars (\$15,000,000.00). The resolution also authorizes professional service agreements with the EMA’s bond counsel, The Public Finance Law Group PLLC, and with the EMA’s financial advisor, Municipal Finance Services, Inc. The initial fee for the first loan is one-half of one percent (.50%) of the loan principal amount, plus a flat fee of five thousand dollars (\$5,000.00) for both bond counsel and the financial advisor. This amount would be seventy-five thousand dollars (\$75,000.00) plus the expenses for both firms. Future fees for subsequent loans would be one-quarter of one percent (.25%) plus two thousand five hundred dollars (\$2,500.00).

RECOMMENDATION:

Approve resolution.

PRESENTER:

Nate Ellis, Public Law Finance Group Attorney.

Attachments

Resolution
Engagement Letter
Agreement

THE BOARD OF TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, GARFIELD COUNTY, OKLAHOMA, MET IN REGULAR SESSION ON THE 4TH DAY OF OCTOBER, 2016, AT 6:30 O’CLOCK P.M.

PRESENT:

ABSENT:

(Other Proceedings)

THEREUPON, the Chairman introduced a Resolution which was read in full and upon motion by Trustee _____, seconded by Trustee _____, said Resolution was adopted by the following vote:

AYE:

NAY:

Said Resolution was thereupon signed by the Chairman of the Authority, attested by the Secretary of the Authority, sealed with the seal of said Authority and is as follows:

RESOLUTION NO. _____

A RESOLUTION AGREEING TO FILE APPLICATION(S) WITH THE OKLAHOMA WATER RESOURCES BOARD (THE “OWRB”) FOR FINANCIAL ASSISTANCE THROUGH OWRB FINANCIAL ASSISTANCE PROGRAM, WITH THE LOAN PROCEEDS BEING FOR THE PURPOSE OF FINANCING CERTAIN WATER SYSTEM IMPROVEMENTS; APPROVING PROFESSIONAL SERVICES AGREEMENTS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Enid Municipal Authority, Garfield County, Oklahoma (the “Authority”) has under consideration the financing of certain capital expenditures pertaining to water system improvements related or incidental to the construction of a water transmission pipeline from Kaw Lake to Enid and related water treatment, storage, and distribution facilities (collectively, the “Project”); and

WHEREAS, it is deemed desirable for the Authority to give preliminary authorization for the issuance of obligations for such purpose; and

WHEREAS, the Oklahoma Water Resources Board has made monies available to qualified entities for the financing or refinancing of certain qualifying projects; and

WHEREAS, the Authority hereby agrees to file an application(s) with the Oklahoma Water Resources Board for financial assistance in the aggregate amount as will be sufficient to pay certain costs associated with the referenced Project.

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, GARFIELD COUNTY, OKLAHOMA:

Section 1. Application. The Authority shall file an Application(s) with the Oklahoma Water Resources Board seeking financial assistance through the OWRB Financial Assistance Program; and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are hereby authorized to execute said Application(s) for and on behalf of the Authority. The Authority is further authorized to advance to the Oklahoma Water Resources Board the necessary application fees in connection with the referenced Application(s).

Section 2. Professional Services Agreements. The Authority is authorized to enter into A legal services agreement with The Public Finance Law Group PLLC, as the Authority's Bond Counsel, and a professional services agreement with Municipal Finance Services, Inc., as the Authority's Financial Advisor.

Section 3. Other Matters. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are hereby authorized and directed to do all other lawful things necessary to carry out the terms and conditions of this Resolution.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 4TH DAY OF OCTOBER, 2016.

ENID MUNICIPAL AUTHORITY

By _____
Chairman

ATTEST:

By _____
Secretary

(SEAL)



t 405.235.3413 • f 405.235.2807
5657 N. CLASSEN BOULEVARD, SUITE 100 • OKLAHOMA CITY, OK 73118

AGREEMENT FOR BOND COUNSEL SERVICES

ENID MUNICIPAL AUTHORITY, KAW LAKE WATER SYSTEM IMPROVEMENTS FINANCINGS

THIS AGREEMENT is entered into as of October 4, 2016, by and between THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”) and the ENID MUNICIPAL AUTHORITY (the “Issuer”), an Oklahoma public trust with The City of Enid, Oklahoma (the “City”) as its beneficiary, as follows:

RECITALS

WHEREAS, the Issuer desires to engage PFLG as bond counsel in connection with the financing of certain capital expenditures pertaining to water system improvements related or incidental to the construction of a water transmission pipeline from Kaw Lake to Enid and related water treatment, storage, and distribution facilities (collectively, the “Project”); and

WHEREAS, to accomplish the Project, the Issuer intends to issue or cause to be issued one or more Promissory Notes to Oklahoma Water Resources Board (each one referred to herein as a “Note”, or collectively as the “Notes”) through the Oklahoma Water Resources Board Financial Assistance Program (“FAP”); and

WHEREAS, PFLG possess the necessary professional capabilities and resources to provide the legal services required by Issuer as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Bond Counsel Services.* PFLG will render the following services as bond counsel to the Issuer:

- (1) Consultation with representatives of the Issuer and the City, including the manager of the Issuer/City, City Attorney, Issuer’s Counsel, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed financings.
- (2) Preparation of loan, security and other authorizing documents (the “Financing Documents”).

- (3) Review of documentation with respect to any letter of credit, bond insurance and/or reserve fund surety policy provided in connection with the Notes, if any.
- (4) Attendance at such meetings or hearings of the Issuer and the City and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer and the City as they may request.
- (5) Preparation of final closing papers to be executed by the Issuer required to effect delivery of the Notes and coordination of the Note closings.
- (6) Rendering of bond counsel's customary final legal opinion on the validity of the securities and, with respect to tax-exempt securities, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and Issuer acknowledge that Issuer shall be represented by Andrea L. Chism, Esq. ("Issuer's Counsel") for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Issuer's Counsel to the extent requested by Issuer or Issuer's Counsel.

PFLG and Issuer further acknowledge that the Issuer shall be represented by Municipal Finance Services, Inc., a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1 (referred to herein as an "Independent Registered Municipal Advisor" or "IRMA"). PFLG is a firm of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert. Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing, in the event certain advice may be construed as beyond the scope of traditional legal services, the Issuer specifically acknowledges that PFLG may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) the Issuer is represented by an Independent Registered Municipal Advisor not associated with PFLG, (ii) the Issuer hereby advises PFLG that the Issuer is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) the Issuer has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the Issuer.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, Issuer, the Independent Registered Municipal Advisor, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of Issuer or any other party to the transaction in any litigation or other legal or administrative proceeding involving the Notes, the Project or any other matter. PFLG's

services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to any Official Statement and/or any Continuing Disclosure Undertakings applicable to the Notes (if any), including but not limited to the accuracy, completeness or sufficiency of the Official Statement, Continuing Disclosure Undertaking, or other offering material relating to the Notes. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of issuance of the Notes and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Notes, Note proceeds or the Project after issuance of the Notes.

2. Compensation and Reimbursements.

A. *Compensation for Bond Counsel Services.* For services as bond counsel to the Issuer, PFLG shall be paid pursuant to the following fee scales:

- i. For the initial FAP Note in the approximate principal amount of \$15,000,000, PFLG shall be paid a fixed fee at the time of issuance of the Note of one-half of one percent (0.50%) of the original principal amount of the Note.
- ii. For all subsequent FAP Notes, PFLG shall be paid a fixed fee at the time of issuance of each Note of one-quarter of one percent (0.25%) of the original principal amount of each Note.

B. *Expenses.* PFLG shall also be paid a fixed amount in connection with each Note to cover expenses and transcript production and distribution, provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with the Notes shall be paid directly by the Issuer, but if paid by PFLG on behalf of the Issuer, shall be reimbursed to PFLG on demand. For the initial FAP Note, PFLG shall be paid a fixed fee in the amount of \$5,000 for the above-described expenses. For all subsequent FAP Notes, PFLG shall be paid a fixed amount of \$2,500 in connection with each Note for the above-described expenses.

C. *Payment.* Fees and expenses shall be payable by Issuer at the time of issuance of each Note. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Note and shall be entirely contingent upon issuance of the Note.

D. *Termination of Agreement and Legal Services.* This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by Issuer, shall, at the option of Issuer, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in

the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Notes; provided that Issuer shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Notes or the Issuer.

3. Nature of Engagement; Relationships With Other Parties.

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Notes, PFLG will act as special counsel to Issuer with respect to issuance of the Notes; i.e., PFLG will assist the Issuer's Counsel in representing Issuer but only with respect to validity of the Notes and the Financing Documents, and the tax status of interest on the Notes, in a manner not inconsistent with the role of bond counsel described above.

Issuer acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Note financings or the Project or that may be involved with or adverse to Issuer in this or some other matter. PFLG agrees not to represent any such entity in connection with the Note financings, during the term of this Agreement, without the consent of Issuer. Given the special, limited role of bond counsel described above, Issuer acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and Issuer specifically consents to any and all such relationships.

4. Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer and PFLG any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer and PFLG.

PFLG may not assign its obligations under this Agreement without written consent of Issuer except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. Issuer may assign its rights and obligations under

this Agreement to (but only to) any other public entity that issues the Notes (if not the Issuer). Issuer shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG. All references to PFLG and Issuer in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of Issuer and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

5. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118
Attention: Allan A. Brooks, III or Nathan D. Ellis

ISSUER:

Enid Municipal Authority
P.O. Box 1768
Enid, Oklahoma 73702-1768
Attention: City Manager

[Remainder of Page Left Blank Intentionally]

Issuer and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: _____
Allan A. Brooks, III, Esq.

ENID MUNICIPAL AUTHORITY

By: _____
Title: Chairman
Date: October 4, 2016

FINANCIAL ADVISOR SERVICES AGREEMENT

ENID MUNICIPAL AUTHORITY PROMISSORY NOTES TO OKLAHOMA WATER RESOURCES BOARD

THIS AGREEMENT is entered into as of OCTOBER 4, 2016, by and among MUNICIPAL FINANCE SERVICES, INC. (“MFSOK”) and the ENID MUNICIPAL AUTHORITY (the “Authority”), a public trust with the City of Enid, Oklahoma (the “City”) as beneficiary.

RECITALS

WHEREAS, the Authority desires to engage MFSOK as financial advisor in connection with financing certain water system improvements, including the construction of a new water treatment plant, new 70 mile waterline between Enid and Kaw Lake, Intake Structure (Kaw Lake), water storage facility, and booster pump station(s) (the “Water Project”) through the Oklahoma Water Resources Board’s Financial Assistance Program with a Note in the approximate amount of \$15 million, and

WHEREAS, MFSOK has demonstrated the necessary professional capabilities, experience and resources to provide financial advisory services required by the Authority as outlined herein.

NOW, THEREFORE, the Authority and MFSOK, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

AGREEMENTS

I. Scope of Services.

MFSOK will render the following services as financial advisor to the Authority:

- A. Preparation of a preliminary financing plan identifying a tentative time schedule, proposed project costs, required revenue sources and security features and estimated debt service requirements under various repayment terms and conditions; and
- B. Assess the Authority’s existing obligations and covenants to ensure the proposed financing conforms with any existing revenue pledges and agreements securing such obligations; and

- C. Recommendations on any utility rate adjustments, if required, to ensure adequate revenues are available to meet existing and future debt service payments and operational costs of the Authority; and
- D. Preparation of all applicable loan applications and supporting documentation for submittal to the Oklahoma Water Resources Board in a form consistent with applicable rules and regulations; and
- E. Coordination with Authority staff, local counsel, and bond counsel to facilitate the application submittal and review process; and
- F. Respond to any questions or additional information requests of the OWRB during the loan application review, including attending meetings as necessary; and
- G. Represent the Authority at the OWRB meeting at which the Board considers approval of the Authority's loan applications; and
- H. Prepare any updated information required by the OWRB prior to closing the loans; and
- I. Review documents to assure conformity with the financial documents and materials related to the loans; and
- J. Prepare a summary of the final loan transactions and present said summary to the Trustees of the Authority at an appropriate meeting; and
- K. Coordinate the loan closings with other parties.

MFSOK and Authority acknowledge Public Finance Law Group, PLLC as Bond Counsel on the transactions under separate contract or contracts. MFSOK may rely on opinions and advice from legal representatives of the Authority and will not be held responsible for any legal advice, directly or indirectly, rendered by the legal representatives involved in the transaction.

MFSOK's services are limited to those specifically set forth herein. MFSOK's services do not extend past the closing of the loans.

II. Compensation and Reimbursements

- A. Compensation for Financial Advisor Services. For services as financial advisor to the Authority, MFSOK shall be paid at the time of issuance a fee based on the principal amount of each Note, calculated as follows:
 - o For the initial FAP Note in the approximate principal amount of \$15,000,000, MFSOK shall be paid a fixed fee at the time of issuance of the Note of one-half of one percent (0.50%) of the original principal amount of the initial FAP Note.

- For all subsequent FAP Notes, MFSOK shall be paid a fixed fee at the time of issuance of each Note of one-quarter of one percent (0.25%) of the original principal amount of each Note.
- B. Expenses. For the initial FAP Note, MFSOK shall be paid a fixed fee in the amount of \$5,000 for the above-described expenses. **For all subsequent FAP Notes, MFSOK shall be paid a fixed amount of \$2,500 in connection with each Note for the above-described expenses.**
- C. Payment and Contingency. Fees and expenses shall be payable by Authority at the time of issuance of the Notes. Payment for all fees and expenses hereunder shall be made at closing from proceeds of each Note or from other available funds of the Authority and shall be contingent upon issuance of each Note.

III. Term and Termination

- A. Term of Agreement. Unless otherwise terminated as provided herein, this Agreement shall be in force and effect for a period of one year from its date of execution, but shall automatically be extended for subsequent years, if necessary, unless terminated as provided herein.
- B. Termination of Agreement and Services. This Agreement and all financial advisor services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for the Authority, shall, at the option of Authority, become its property and shall be delivered to it or any party it may designate, provided that MFSOK shall have no liability whatsoever for any subsequent use of such documents.

IV. Successors and Assigns

MFSOK may not assign its obligations under this Agreement without the written consent of Authority except to a successor partnership or corporation to which all or substantially all of the assets and operations of MFSOK are transferred. Authority may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Notes (if not the Authority). Authority shall not otherwise assign its rights and obligations under this Agreement without written consent of MFSOK. All references to MFSOK and Authority in this Agreement shall be deemed to refer to any successor of MFSOK and to any such assignee of Authority and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

V. Municipal Advisor Registration and Acknowledgement

Authority hereby acknowledges that MFSOK is registered as a Municipal Advisor pursuant to applicable Securities and Exchange Commission (“SEC”) and Municipal Securities Rulemaking Board (“MSRB”) rules and regulations. Authority further acknowledges receipt of MFSOK’s Form ADV Part 2A Brochure and 2B Brochure Supplements as required by the SEC and Oklahoma Department of Securities prior to entering into this Agreement.

VI. Conflict of Interest Statement

As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Authority. During the diligence process, MFSOK has determined that no material conflict of interest has been identified.

Since the compensation arrangement included in Section II includes a component that is based on the completion of a transaction, this may be viewed as a conflict of interest regarding our ability to provide unbiased advice to enter into such transaction. This viewed conflict of interest will not impair MFSOK's ability to render unbiased and competent advice to the Authority. The fee paid to MFSOK increases the cost of borrowing to the Authority. The increased cost occurs from compensating MFSOK for municipal advisory services provided.

If MFSOK becomes aware of any, actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Authority a supplement written disclosure with sufficient details of the change, if any, which will allow the Authority to evaluate the situation.

VII. Legal Events and Disciplinary History

MFSOK does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Authority may electronically access MFSOK's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:
www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

VIII. Fiduciary Duty

MFSOK is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board ("MSRB"). As such, MFSOK has a Fiduciary duty to the Authority and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

- A. exercise due care in performing its municipal advisory activities;
- B. possess the degree of knowledge and expertise needed to provide the Authority with informed advice;
- C. make a reasonable inquiry as to the facts that are relevant to the Authority's determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Authority; and
- D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:
 - a. any advice provided to or on behalf of the Authority;

- b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Authority, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Authority securities; and
- c. any information provided to the Authority or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Authority and act in the Authority's best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Authority about each material conflict of interest (as applicable). MFSOK will not engage in municipal advisory activities with the Authority as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Authority's best interests. As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Authority.

IX. Recommendations

If MFSOK makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Authority and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether a municipal securities transaction or municipal financial product is suitable for the Authority. In addition, MFSOK will inform the Authority of:

- A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- B. the basis upon which MFSOK reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Authority; and
- C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Authority's objectives.

If the Authority elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Authority.

X. Record Retention

Pursuant to the Securities and Exchange Commission (SEC) record retention regulations, Municipal Finance Services, Inc. is required to maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Authority for five (5) years after the maturity of any obligation.

Notices

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

MFSOK:

Municipal Finance Services, Inc.
Attn: Jon Wolff
P.O. Box 747
Edmond, OK 73083-0747

AUTHORITY:

Enid Municipal Authority
Attn: City Manager
3 South Main
Enid, OK 74538-2838

Acceptance

If there are any questions regarding the above, please do not hesitate to contact Municipal Finance Services, Inc. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

Authority and MFSOK have executed this Agreement by the duly authorized representatives as of the date provided hereof and such Agreement was approved at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By: _____
Jon Wolff, Vice-President

ENID MUNICIPAL AUTHORITY

By: _____
Chairman
Date: October 4, 2016

City Commission Meeting

12. 2.

Meeting Date: 10/04/2016

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$238,793.15.

Attachments

Claimslist

JP Morgan Claimslist

City Commission Meeting

15. 1.

Meeting Date: 10/04/2016

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$43,500.00.

Attachments

Claimslist

JP Morgan Claimslist

City Commission Meeting

18. 1.

Meeting Date: 10/04/2016

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

CONSIDER A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE ENID PUBLIC TRANSPORTATION AUTHORITY TO EXECUTE AN AGREEMENT BETWEEN THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) AND THE ENID PUBLIC TRANSPORTATION AUTHORITY FOR PUBLIC TRANSIT REVOLVING FUNDS.

BACKGROUND:

This resolution will authorize an agreement with ODOT to accept Public Transit Revolving Fund financial assistance for the purpose of maintaining the rural public transit system in the City of Enid.

RECOMMENDATION:

Approve resolution.

PRESENTER:

Mary Beth Williams, General Manager EPTA.

Attachments

Resolution

RESOLUTION

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE ENID PUBLIC TRANSPORTATION AUTHORITY TO EXECUTE AN AGREEMENT BETWEEN THE OKLAHOMA DEPARTMENT OF TRANSPORTATION AND THE ENID PUBLIC TRANSPORTATION AUTHORITY FOR PUBLIC TRANSIT REVOLVING FUNDS.

WHEREAS, Section 4031 of Title 69 of the Oklahoma Statutes created a revolving fund for the Oklahoma Department of Transportation (“ODOT”) designated as the “Public Transit Revolving Fund” and,

WHEREAS, Enid Public Transportation Authority (“EPTA”) submitted a Fiscal Year 2017 Application for financial assistance; and,

WHEREAS, EPTA was determined by ODOT to be an agency eligible for said funds; and,

WHEREAS, in order to receive the funds, EPTA must execute an agreement adopting the general terms and conditions for this project.

NOW THEREFORE, BE IT RESOLVED by the Trustees of the Enid Public Transportation Authority, that the Chairman is authorized to execute and agreement between the Oklahoma Department of Transportation and the Enid Public Transportation Authority.

APPROVED AND EXECUTED this 4th day of October, 2016.

Enid Public Transportation Authority

William E. Shewey, Chairman

(SEAL)

ATTEST:

Linda S. Parks, City Clerk

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

City Commission Meeting

18. 2.

Meeting Date: 10/04/2016

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$6,060.95.

Attachments

Claimslist

JP Morgan Claimslist
