



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 23rd day of February, 2017, in the Council Chambers of the City Administration Building, located at 401 W. Owen K. Garriott Road in said city, and the agenda for said meeting is as follows:

- AGENDA -

MAYOR AND BOARD OF COMMISSIONERS REGULAR MEETING

1. CALL TO ORDER/ROLL CALL.
2. INVOCATION.
3. FLAG SALUTE.
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF FEBRUARY 7, 2017.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
 1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
 2. PROCLAMATIONS OF APPRECIATION FOR RODNEY TIMM AND DR. DAVID VANHOOSER.
 3. CONSIDER APPOINTMENTS OF WARD 4 AND WARD 6 COMMISSIONERS TO FILL UNEXPIRED TERMS TO MAY 2017.

4. ADMINISTER OATH OF OFFICE TO NEWLY APPOINTED COMMISSIONERS FOR WARD 4 AND WARD 6.

6. HEARINGS.
 1. CONDUCT A HEARING REGARDING AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 11, ENTITLED "ZONING," CHAPTER 17, ENTITLED "FENCES," SECTION 11-17-2, ENTITLED "MATERIALS," TO ALLOW METAL FENCE PANELS; AMENDING SECTION 11-17-4, ENTITLED "SETBACKS AND VIEW RESTRICTIONS," TO ALLOW FENCES FOUR (4) FEET IN HEIGHT OR LESS TO BE CONSTRUCTED ADJACENT TO THE RIGHT OF WAY; AMENDING SECTION 11-17-6, ENTITLED "GENERAL STANDARDS AND REGULATIONS," TO REQUIRE THE EDGES OF METAL FENCES TO BE CAPPED OR OTHERWISE PROTECTED; AMENDING SECTION 11-17-7, ENTITLED "FRONT YARD FENCES," TO REMOVE THE SEPARATION OF PICKETS REQUIREMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

7. COMMUNITY DEVELOPMENT.
 1. NONE.

8. ADMINISTRATION.
 1. CONSIDER A RESOLUTION INCREASING THE 2016-2017 CAPITAL IMPROVEMENT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$40,709.00 TO FUND TWO ENTRYWAY SIGNS.
 2. APPROVE CHANGE ORDER NO. 1 WITH G&S SIGN SERVICES, LLC, OKLAHOMA CITY, OKLAHOMA, FOR ENID'S GATEWAY/WELCOME SIGNS, IN THE AMOUNT OF \$40,709.00, BASED ON UNIT PRICES, PROJECT NO. M-1607A.
 3. CONSIDER A RESOLUTION INCREASING THE 2016-2017 GENERAL FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS TO PURCHASE PROPERTY LOCATED AT 116 WEST OWEN K. GARRIOTT ROAD, IN THE AMOUNT OF \$535,000.00.
 4. CONSIDER AND EXECUTE A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ENID AND MTK CONSTRUCTION & PROPERTIES, LLC, FOR PROPERTY LOCATED AT 116 WEST OWEN K. GARRIOTT ROAD.
 5. CONSIDER A RESOLUTION AMENDING THE 2016-2017 GENERAL FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$50,000.00 TO INCREASE THE 2016-2017 APPROPRIATED AMOUNTS FOR THE GENERAL FUND TRANSFERS DEPARTMENT.
 6. CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION DECLARING THE INTENT TO CONSIDER APPROVAL OF A PROJECT AND CREATION OF A TAX INCREMENT DISTRICT UNDER THE LOCAL DEVELOPMENT ACT; DIRECTING PREPARATION OF A PROJECT PLAN; APPOINTING A REVIEW COMMITTEE; DIRECTING THE REVIEW COMMITTEE TO MAKE FINDINGS AS TO ELIGIBILITY AND FINANCIAL IMPACT, IF ANY, ON TAXING JURISDICTIONS WITHIN THE DISTRICT; DIRECTING THE REVIEW COMMITTEE TO MAKE A RECOMMENDATION WITH RESPECT TO THE PROPOSED PROJECT PLAN; DIRECTING THE PLANNING

COMMISSION TO MAKE A RECOMMENDATION WITH RESPECT TO THE PROPOSED PROJECT PLAN; DIRECTING THE REVIEW COMMITTEE AND THE PLANNING COMMISSION TO MAKE A RECOMMENDATION WITH RESPECT TO TERMINATION OF CERTAIN EXISTING TAX INCREMENT DISTRICTS; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

- 7. CONSIDER AND TAKE ACTION WITH RESPECT TO AN AGREEMENT FOR TAX INCREMENT FINANCE COUNSEL SERVICES WITH THE PUBLIC FINANCE LAW GROUP, LLC.**
- 8. CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 11, ENTITLED "ZONING," CHAPTER 17, ENTITLED "FENCES," SECTION 11-17-2, ENTITLED "MATERIALS," TO ALLOW METAL FENCE PANELS; AMENDING SECTION 11-17-4, ENTITLED "SETBACKS AND VIEW RESTRICTIONS," TO ALLOW FENCES FOUR (4) FEET IN HEIGHT OR LESS TO BE CONSTRUCTED ADJACENT TO THE RIGHT-OF-WAY; AMENDING SECTION 11-17-6, ENTITLED "GENERAL STANDARDS AND REGULATIONS," TO REQUIRE THE EDGES OF METAL FENCES TO BE CAPPED OR OTHERWISE PROTECTED; AMENDING SECTION 11-17-7, ENTITLED "FRONT YARD FENCES," TO REMOVE THE SEPARATION OF PICKETS REQUIREMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**
- 9. CONSIDER A RESOLUTION APPOINTING ENIDBWP, LLC, AS THE DEVELOPER OF THE DOWNTOWN HOTEL AND RATIFYING THE MASTER DEVELOPMENT AGREEMENT BETWEEN THE ENID ECONOMIC DEVELOPMENT AUTHORITY AND ENIDBWP, LLC, AND AUTHORIZE THE CHAIRMAN OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE CLOSING WITH ENIDBWP, LLC.**
- 10. CONSIDER A RESOLUTION TO EXECUTE A RIGHT-OF-WAY, PUBLIC UTILITY AND ENCROACHMENT AGREEMENT IN CONNECTION WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION, U.S. HIGHWAY 60 BRIDGE PROJECT, PROJECT NO. J2-4637(004); CITY PROJECT NO. R-1607.**
- 9. CONSENT.**
 - 1. ACCEPT SANITARY SEWER IMPROVEMENT PROJECT TO SERVE HEARTHSTONE FARMS ADDITION, BLOCK 2, LOTS 6-9, PROJECT NO. S-1407A.**
 - 2. ACCEPT OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT TO CONSTRUCT A SANITARY SEWER LINE FOR BOBSFARM DEVELOPMENT, PROJECT NO. S-1709.**
 - 3. ACCEPT PUBLIC HIGHWAY EASEMENT FROM TRANSPORTATION PARTNERS AND LOGISTICS, LLC, A WYOMING LIMITED LIABILITY COMPANY, FOR THE 66TH STREET INDUSTRIAL ACCESS IMPROVEMENT PROJECT, PROJECT NO. R-1701A.**
 - 4. APPROVE AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT), FOR THE CONSTRUCTION OF INDUSTRIAL ACCESS, PROJECT NO. SAP-224B(043) J/P NO. 32677(04), CITY PROJECT NO. R-1701.**

5. APPROVAL OF CHANGE ORDER NO. 1 WITH CONTECH, INC., BROKEN ARROW, OKLAHOMA, FOR A.I.P. PROJECT NO. 3-40-0028-027-2016, CONSTRUCT APRON AT ENID WOODRING REGIONAL AIRPORT, IN THE DEDUCT AMOUNT OF \$4,156.00; AND ACCEPT PROJECT AS COMPLETED BY THE CONTRACTOR.
6. CONSIDER THE AWARD AND EXECUTION OF CONTRACTS WITH CLM MOWING, ALVARADO'S QUALITY SERVICE, GORE GROUND WORKZ, CUSTOM CUTTERS, RON MANNING MOWING, DEAL LAWN CARE, AND BIG K MOWING FOR MOWING AND CLEANING OF LOTS FOR CALENDAR YEAR 2017.
7. AWARD AND EXECUTE THE PURCHASE OF TWO TRUCKS FOR THE PUBLIC WORKS DIVISION, FROM BOB HURLEY FORD, OKLAHOMA CITY, OKLAHOMA, IN THE AMOUNT OF \$97,017.00.
8. APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,125,682.62.
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 A RESOLUTION INCREASING THE 2016-2017 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$40,709.00.
 2. CONSIDER A RESOLUTION INCREASING THE 2016-20107 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY TO PURCHASE REAL PROPERTY LOCATED AT 116 WEST OWEN K. GARRIOTT ROAD, IN THE AMOUNT OF \$535,000.00.
 3. APPROVAL OF CLAIMS IN THE AMOUNT OF \$62,290.62.
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. APPROVE THE DOWNTOWN HOTEL MASTER DEVELOPMENT AGREEMENT WITH ENIDBWP, LLC TO DEVELOP THE DOWNTOWN HOTEL.
 2. CONSIDER A RESOLUTION INCREASING THE 2016-2017 FISCAL FINANCIAL PLAN FOR THE ENID ECONOMIC DEVELOPMENT AUTHORITY IN THE AMOUNT OF \$50,000.00.
 3. APPROVAL OF CLAIMS IN THE AMOUNT OF \$150,000.00.
16. ADJOURN TO CONVENE AS THE ENID PUBLIC TRANSPORTATION AUTHORITY.

17. TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.
18. ENID PUBLIC TRANSPORTATION AUTHORITY REGULAR MEETING.
 1. APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,162.57.
19. ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.
20. PUBLIC COMMENTS.
21. CONSIDER CONVENING INTO EXECUTIVE SESSION PURSUANT TO 25 O.S. §307(C)(10) TO DISCUSS MATTERS PERTAINING TO ECONOMIC DEVELOPMENT BECAUSE AN EXECUTIVE SESSION IS NECESSARY TO PROTECT THE CONFIDENTIALITY OF THE BUSINESS, AND TO RECONVENE INTO REGULAR SESSION TO TAKE ANY NECESSARY ACTION.
22. ADJOURN.

City Commission Meeting

4.

Meeting Date: 02/23/2017

SUBJECT:

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

Attachments

Minutes

MINUTES OF REGULAR MEETING OF THE
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,
TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST,
TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST,
AND TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY, A PUBLIC TRUST
HELD ON THE 7TH DAY OF FEBRUARY 2017

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust, met in regular session at 6:30 P.M. on the 7th day of February 2017, in the Council Chambers of the Administration Building of the City of Enid, located at 401 West Owen K. Garriott Road in said city, pursuant to notice given by December 15, 2016 to the Clerk of the City of Enid, and pursuant to notice thereof displayed at the entrance to the Administration Building of said city, in prominent view and which notice was posted prior to 5:00 P.M. on the 6th day of February 2017.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: Commissioner Wilson.

Staff present were City Manager Jerald Gilbert, City Attorney Andrea Chism, City Clerk Linda Parks, Chief Financial Officer Erin Crawford, Director of Engineering Services Christopher Gdanski, Public Utilities Director Louis Mintz, Planning Administrator Chris Bauer, Director of Marketing and Public Relations Steve Kime, Human Resources Director Sonya Key, and Ex-Officio Colonel Darrell Judy.

Pastor Matt Spann from the Cherokee Strip Baptist Association gave the Invocation, and Colonel Darrell Judy led the Flag Salute.

Motion was made by Commissioner Vanhooser and seconded by Commissioner Janzen to approve the minutes of the regular Commission meeting of January 19, 2017, and the vote was as follows:

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

NAY: None.

Animal Control Officer Gene Robertson presented “Dexter,” a male Pitbull/Mastiff mix, available for adoption at the Enid Animal Shelter.

Ballots were taken as follows for an appointment to the Fire Civil Service Commission:

Todd M. Boydston	Commissioners Brownlee, Timm, Vanhooser and Mayor Shewey
Michael Shuck	Commissioners Janzen and Ezzell

Mr. Todd Boydston was appointed to said Commission to fill an unexpired term to May 19, 2020.

A hearing was held regarding the rezoning of property described as Lots 13-15, Block 9, Walker’s 2nd Addition, located at 719 North Grant, from “R-4” Residential Duplex or Two-Family Dwelling District to “C-3” General Commercial District.

Planning Administrator Chris Bauer explained that this property was located in a traditional neighborhood, which was primarily made up of residential. However, in this case, it was across the street from existing Commercial “C-2” zoning and development.

He stated that City staff had determined that there was adequate water and sewer to support the rezoning request, but the road was not up to commercial width.

It was noted that the Metropolitan Area Planning Commission recommended approval of the rezoning at their meeting of January 23, 2017.

There being no further comments, the hearing concluded.

Motion was made by Commissioner Brownlee to deny an ordinance rezoning property described as Lots 13-15, Block 1, Walker's 2nd Addition, located at 719 North Grant, from "R-4" Residential Duplex or Two-Family Dwelling District to "C-3" General Commercial District, in that he didn't believe it was an appropriate site for commercial use.

Motion was seconded by Commissioner Vanhooser.

Following brief discussion, the vote was as follows:

AYE: Commissioners Brownlee and Timm.

NAY: Commissioners Janzen, Ezzell, Vanhooser and Mayor Shewey.

Motion failed.

Motion was then made by Commissioner Ezzell and seconded by Commissioner Janzen to adopt said ordinance as presented, and the vote was as follows:

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

NAY: Commissioners Brownlee.

ORDINANCE NO. 2017-01

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.

Motion was made by Commissioner Vanhooser and seconded by Commissioner Janzen to award the sale of surplus property described as Lots 21-22, Block 5, Southern Heights Addition, located at 214 East Wabash Avenue, to the only bidder, Ms. Sandra Kay Winn Shoals, Enid, Oklahoma, in the amount of \$1,000.00, and the vote was as follows:

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

NAY: None

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

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

NAY: None.

- (1) Acceptance of the following described Easement for Public Highway from Richard K. Simpson, located in the Southeast Quarter of Section 1, Township 22 North, Range 6 West of the Indian Meridian, Garfield County, for Project No. R-1701A, 66th Street Industrial Access Improvements From U.S. 412 To East Willow Road, in the amount of \$4,000.00;

(Copy Description)

and

- (2) 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, Brownlee, Ezzell, Timm, Vanhooser, Chairman Shewey, Trust Manager Jerald Gilbert, Trust Attorney Andrea Chism, and Secretary Linda Parks.

ABSENT: Trustee Wilson.

Motion was made by Trustee Vanhooser and seconded by Trustee Ezzell to approve a resolution increasing the 2016-2017 Fiscal Financial Plan for the Enid Municipal Authority in the amount of

\$417,000.00, to fund monthly payments associated with Oklahoma Water Resources Board Loan Number FAP-17-0005-L, and the vote was as follows:

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

NAY: None.

(Copy Resolution)

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

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

ABSENT: Trustee Wilson.

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

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

ABSENT: Trustee Wilson.

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

AYE: Trustees Janzen, Brownlee, Ezzell, Timm, 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 tax revenues, and the fact that Enid First and the City of Enid continued to promote east/west Enid, ignoring the fact that it also went north/south. She spoke regarding a recent meeting with City Manager Jerald Gilbert, during which time she discussed the use of podiums and microphones during meetings, and the fact that

they were inadequate for presentations. She also stated that she and Mr. Gilbert had discussed the Enid Television Network (ETN) Board, and whether or not she had attended any of its recent board meetings. She made it clear that she had not submitted an application for the board's membership, and had never been appointed for membership to that Board.

Mr. Dennis Stone, 701 West Oak Avenue, addressed commissioners, expressing concerns regarding citizens' legal rights to hearings on highly disputed water bills.

Mr. Dean Wymer, 315 East Broadway, Fairview, Oklahoma, addressed commissioners. He provided a brief history of MAGB (Major County, Alfalfa County, Garfield County and Blaine County) transportation services, and stated that the organization was there to work with the City Commission to provide those services in Enid.

Mr. Bill Johnston, 101 South Main Street, Fairview, Oklahoma, Executive Director for MAGB Transportation, addressed commissioners. He stated that he was willing to commit resources for 24 months to see how MAGB and the Enid Transit could work together to make the Enid Transit a more profitable entity. He also asked that the City Manager sign a letter of coordination with MAGB to help find a workable solution.

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

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

NAY: None.

The meeting adjourned at 7:05 P.M.

City Commission Meeting

5. 3.

Meeting Date: 02/23/2017

Submitted By: Linda Parks, City Clerk

SUBJECT:

CONSIDER APPOINTMENTS OF WARD 4 AND WARD 6 COMMISSIONERS TO FILL UNEXPIRED TERMS TO MAY 2017.

BACKGROUND:

These appointments are due to the resignations of Ward 4 Commissioner Rodney Timm, which became effective February 16, 2017, and Ward 6 Commissioner David Vanhooser, which became effective February 14, 2017.

Pursuant to the City Charter, vacancies in the office of Mayor and Commissioners shall be filled by the board of commissioners until the next general municipal election at which time the electors of the ward will elect their commissioner.

At the February 14, 2017 general municipal election, Mr. Jonathan Waddell was elected to serve as Ward 4 Commissioner, and Mr. George Pankonin was elected to serve as Ward 6 Commissioner to May 2021. Both Mr. Waddell and Mr. Pankonin have agreed to fill the unexpired terms to May 2017, after which time each will fulfill his full term to May 2021.

RECOMMENDATION:

Consider appointments.

PRESENTER:

Jerald Gilbert, City Manager

City Commission Meeting

5. 4.

Meeting Date: 02/23/2017

Submitted By: Linda Parks, City Clerk

SUBJECT:

ADMINISTER OATH OF OFFICE TO NEWLY APPOINTED COMMISSIONERS FOR WARD 4 AND WARD 6.

BACKGROUND:

Municipal Judge Jim Long will administer the Oath of Office to the newly appointed Commissioners for Ward 4 and Ward 6, after which time the Commissioners will take their respective seats on the Commission.

RECOMMENDATION:

None.

PRESENTER:

Jerald Gilbert, City Manager

City Commission Meeting

6. 1.

Meeting Date: 02/23/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

CONDUCT A HEARING REGARDING AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 11, ENTITLED "ZONING," CHAPTER 17, ENTITLED "FENCES," SECTION 11-17-2, ENTITLED "MATERIALS," TO ALLOW METAL FENCE PANELS; AMENDING SECTION 11-17-4, ENTITLED "SETBACKS AND VIEW RESTRICTIONS," TO ALLOW FENCES FOUR (4) FEET IN HEIGHT OR LESS TO BE CONSTRUCTED ADJACENT TO THE RIGHT OF WAY; AMENDING SECTION 11-17-6, ENTITLED "GENERAL STANDARDS AND REGULATIONS," TO REQUIRE THE EDGES OF METAL FENCES TO BE CAPPED OR OTHERWISE PROTECTED; AMENDING SECTION 11-17-7, ENTITLED "FRONT YARD FENCES," TO REMOVE THE SEPARATION OF PICKETS REQUIREMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

BACKGROUND:

This is a companion item to 8.8.

Pursuant to 11 O.S. § 43-104, citizens have the opportunity to be heard before any zoning regulation may become effective. Pursuant to statute, notice was published on February 8, 2017.

RECOMMENDATION:

Conduct hearing.

PRESENTER:

Andrea L. Chism, City Attorney

City Commission Meeting

8. 1.

Meeting Date: 02/23/2017

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

CONSIDER A RESOLUTION INCREASING THE 2016-2017 CAPITAL IMPROVEMENT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$40,709.00 TO FUND TWO ENTRYWAY SIGNS.

BACKGROUND:

This is a companion to items 8.2 and 12.1. This appropriation provides funding to construct and install new entryway signs entering the City of Enid from the north and west.

RECOMMENDATION:

Approve resolution.

PRESENTER:

Erin Crawford, Chief Financial Officer

Fiscal Impact

Budgeted Y/N: N

Amount: \$40,709.00

Funding Source:

Enid Municipal Authority

Attachments

Resolution

RESOLUTION

A RESOLUTION AMENDING THE 2016-2017 CAPITAL IMPROVEMENT FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$40,709.00 TO INCREASE THE 2016-2017 APPROPRIATED AMOUNTS FOR THE CAPITAL IMPROVEMENT DEPARTMENT.

WHEREAS, the City Commission approved the construction and installation of new entryway signs entering the City of Enid from the North and West; and

WHEREAS, the appropriated amounts for the 2016-2017 Capital Improvement Department in the Capital Improvement Fund must be increased by an additional \$40,709.00 to provide funding for these new entryway signs; and

WHEREAS, funds will be transferred from the Enid Municipal Authority to the Capital Improvement Department to provide the necessary funding;

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

FUND 40 CAPITAL IMPROVEMENT FUND	
Revenues	\$40,709.00
Capital Improvement Department	\$40,709.00

Adopted this 23rd day of February 2017.

Mayor

(Seal)

ATTEST:

City Clerk

City Commission Meeting

8. 2.

Meeting Date: 02/23/2017

Submitted By: Jenna Hillyard, Executive Assitant

SUBJECT:

APPROVE CHANGE ORDER NO. 1 WITH G&S SIGN SERVICES, LLC, OKLAHOMA CITY, OKLAHOMA, FOR ENID'S GATEWAY/WELCOME SIGNS, IN THE AMOUNT OF \$40,709.00, BASED ON UNIT PRICES, PROJECT NO. M-1607A.

BACKGROUND:

This is a companion item to 8.1 and 12.1.

The original project was to fabricate and install two new Gateway signs at the South and East entry points into Enid. This portion of the project was successfully completed by the contractor.

This change order is presented to add an additional two signs for the West and the North entry points into Enid. Based on the unit prices, this change order will add \$40,709.00 to the contract.

Final contract amount is \$73,519.00. There is a three-year Maintenance Bond on this project.

RECOMMENDATION:

Approve Change Order No. 1.

PRESENTER:

Murali Katta, P.E., Project Engineer

Fiscal Impact

Budgeted Y/N: N
Amount: \$40,709.00
Funding Source:

City Commission Meeting

8. 3.

Meeting Date: 02/23/2017

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

CONSIDER A RESOLUTION INCREASING THE 2016-2017 GENERAL FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS TO PURCHASE PROPERTY LOCATED AT 116 WEST OWEN K. GARRIOTT ROAD, IN THE AMOUNT OF \$535,000.00.

BACKGROUND:

This is a companion to items 8.4 and 12.2. This appropriation provides funding to purchase real property located at 116 West Owen K. Garriott Road at \$535,000.00 to include estimated closing costs. The funding will be paid from the General Fund Capital Replacement Department with a revenue transfer from the Enid Municipal Authority.

RECOMMENDATION:

Approve resolution.

PRESENTER:

Erin Crawford, Chief Financial Officer

Fiscal Impact

Budgeted Y/N: N

Amount: \$535,000.00.

Funding Source:

Enid Municipal Authority

Attachments

Resolution

RESOLUTION

A RESOLUTION AMENDING THE 2016-2017 GENERAL FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$535,000.00 TO INCREASE THE 2016-2017 APPROPRIATED AMOUNTS FOR THE GENERAL FUND CAPITAL REPLACEMENT DEPARTMENT.

WHEREAS, the City Commission approved purchasing real property located at 116 West East Owen K. Garriott and include closing costs; and

WHEREAS, the appropriated amounts for the 2016-2017 General Fund Capital Replacement Department in the General Fund must be increased by \$535,000.00 to provide funding for the property purchase and closing costs; and

WHEREAS, funds will be transferred from the Enid Municipal Authority to the General Fund General Fund Capital Replacement Department to provide the necessary funding;

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

FUND 10 GENERAL FUND	
Revenues	\$535,000.00
Capital Replacement Department	\$535,000.00

Adopted this 23rd day of February 2017.

Mayor

(Seal)

ATTEST:

City Clerk

City Commission Meeting

8. 4.

Meeting Date: 02/23/2017

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

CONSIDER AND EXECUTE A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF ENID AND MTK CONSTRUCTION & PROPERTIES, LLC, FOR PROPERTY LOCATED AT 116 WEST OWEN K. GARRIOTT ROAD.

BACKGROUND:

This is a companion item to 8.3 and 12.2.

This contract is for the purchase of 116 W. Owen K. Garriott Road, which is known as the Family Dollar. This purchases the Family Dollar and the property adjacent on the corner of Owen K. Garriott Road and Grande Avenue. The property comes subject to a long term lease with Family Dollar, which gives them the option to operate in that location until 2032.

RECOMMENDATION:

Consider and execute agreement.

PRESENTER:

Andrea L. Chism, City Attorney

Attachments

Contract

Lease Agreement

THIS REAL ESTATE PURCHASE AGREEMENT is made as of the Effective Date (the date this contract is signed by both parties) by **MTK Construction & Properties LLC**, an Oklahoma Limited Liability Company ("Seller"), and **The City of Enid, Oklahoma**, an Oklahoma Municipal Corporation ("Buyer"). The parties agree as follows:

1. **Sale and Purchase.** Seller agrees to sell and Buyer agrees to purchase the below listed tracts of real property, including all appurtenances and improvements (the "Properties").

Lots Twenty-Three (23) through Twenty-Six (26) and the South one hundred feet (100') of Lots Twenty-Seven (27) through Thirty-Two (32), all in Block Fifty-Seven (57), Original Townsite of Enid, Garfield County, Oklahoma, according to the recorded plat thereof.

**Also known as 116 W Owen K. Garriott Road
Enid, OK 73701**

The Family Dollar Building and Vacant Land to the East

2. **Purchase Price.** The purchase price for the above referenced Properties shall be five hundred fifteen thousand dollars (\$515,000.00) Buyer shall pay the purchase price as follows:

- 2.1. **Deposit.** Within three business days after the Effective Date, Buyer shall deposit with (*Chicago Title Company, 210 Park Ave. #210 OKC, OK 73102*) (the "Title Company"), an earnest money deposit in the amount of ten thousand dollars (\$10,000.00) (the "Deposit") to be applied against the purchase price at the closing. The Title Company shall hold and disburse the Deposit in accordance with this Agreement.

3. **Title.**

- 3.1. **Title Commitment.** As soon as reasonably practicable, but no more than seven (7) days after the Effective Date, Seller shall deliver to Buyer a commitment for an ALTA owner's policy of title insurance covering the Properties (the "Title Commitment") issued by the Title Company and legible copies (when legible copies are available) of all documents that are the basis for proposed exceptions to coverage in the Title Commitment. The Title Commitment shall name Buyer as the proposed insured and state the purchase price as the policy amount.

- 3.2. **Survey.** The buyer will provide survey no later than ten (10) business days after the Effective Date.

- 3.3. **Review.** Buyer shall have a period (the "Review Period") ending twenty (20) days after receipt of the Title Commitment, exception documents, and Survey to notify Seller of any objections to any matters referred to in the Title Commitment or the Survey that cause Seller's title to the Properties to not be marketable in accordance with the Title Examination Standards of the Oklahoma Bar Association, 16 Okla. Stat. Ch. 1, App. Any matters referred to in the Title Commitment, the Survey, or the Title Opinion to which Buyer does not object in writing within the Review Period shall be deemed to be permitted exceptions. The Permitted Exceptions shall include liens for taxes, assessments, and governmental charges with respect to the Properties that are not yet due or payable.

J. Miller
2-23-17

Feb. 6, 2017 *MK*
MK

3.4. **Curing Objections.** Seller shall satisfy at or before closing all mortgages, deeds of trust, judgments, or other liens against or security interests in any of the Properties ("Encumbrances"). Seller shall use reasonable efforts to (i) cure all other matters referred to in the Title Commitment or the Survey to which Buyer objects under Section 3.3 and (ii) to satisfy any requirements in the Title Commitment for the issuance of a title insurance policy (other than those that pertain solely to Buyer). If despite reasonable efforts Seller is unable to cure Buyer's objections or satisfy the requirements at or before the closing, Buyer may waive its objections and purchase the Properties without reduction of the purchase price or terminate this Agreement. If Buyer terminates this Agreement, the Deposit shall promptly be returned to Buyer.

4. **Diligence and Inspections.**

4.1. **Delivery of Information.** Within 7 days after the Effective Date, Seller shall provide to Buyer all of the following:

- (a) Copies of title reports and title insurance commitments relating to the Properties;
- (b) Copies of any leases of any portions of the Properties.

4.2. **Diligence.** During the thirty (30) days after the Effective Date (the "Inspection Period"), Buyer and its representatives, agents, and contractors may make physical inspections of the Properties and conduct such investigations and take such actions as Buyer deems appropriate to determine whether the Properties are suitable for Buyer's intended use and development (collectively, "Inspections"). Seller shall cooperate with Buyer's Inspections of the Properties upon 24 hour notice to Seller or Seller's agent. If Buyer, in its discretion, during the Inspection Period determines that the Buyer's intended use and development is not feasible or that the Properties are otherwise unsatisfactory, Buyer may terminate this Agreement by notifying Seller in writing of Buyer's election to terminate this Agreement. If Buyer elects to terminate this Agreement, the Deposit shall be returned to Buyer. If Buyer does not inform Seller of any objections within the Diligence period the Properties is deemed acceptable and satisfactory.

5. **Closing.** The closing of the sale of all the Properties shall occur in the offices of the Title Company on a day acceptable to Buyer and Seller, but no later than 30 days after the end of the Inspection Period (the "Closing Deadline"). At or before the closing, Seller and Buyer shall each take such actions and deliver the duly executed documents necessary or appropriate to close the sale as described in this Agreement. All documents shall be reasonably satisfactory to the legal counsel for the parties. The actions to be performed and the documents to be delivered at the closing include those described in this section.

6. **Costs.** Buyer shall pay the costs of recording the warranty deed, the cost of Buyer's inspections, title examination costs of the Title Company, the premium for the Title Insurance Policy, the cost of any Survey (if applicable or required), and one-half of the closing fees and expenses of the Title Company. Seller shall pay all abstracting fees, one-half of the closing fees and expenses of the Title Company, seller's own attorney fees, and brokerage fees.

7. **Prorations and Credits.** Seller shall be responsible for the payment of all ad valorem real estate taxes and assessments assessed against all the Properties for the years prior to the year of the closing. Ad valorem real estate taxes and assessments for the year of the Closing shall be prorated

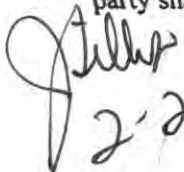
J. Miller
2-23-17

Feb. 6, 2017

(Signature)

between Seller and Buyer. If the actual amount of ad valorem taxes or assessments for the year of the Closing cannot be determined at the Closing, the proration shall be on the basis of the amount assessed for the prior year, adjusted to reflect changes in assessed value or rates known to be in effect for the year of the Closing.

8. **Breach or Failure to Close**; Termination. If the sale of all the Properties is not consummated due to Buyer's default, Buyer forfeits the Earnest money, and Seller at Seller's option may seek any and all damages available under the law including specific performance. If the sale of all the Properties is not consummated due to Seller's default, the Earnest money will be returned to the Buyer, and Buyer may seek any and all damages available under the law.
9. **Conduct of Business**. Through the closing, Seller shall operate and maintain the Properties in the ordinary course, consistent with past practice, including compliance with zoning ordinances, building codes, and other applicable laws and regulations. Seller shall keep the Properties insured against loss or damage by fire and all risks covered by Seller's insurance that is currently in force.
10. **Time**. Time is of the essence of this Agreement. If the last day of any time period provided in this Agreement falls on a Saturday, Sunday, or legal holiday, the period shall be extended to end on the next day that is not a Saturday, Sunday, or legal holiday.
11. **Notice**. All notices required or permitted by this Agreement shall be in writing and shall be personally delivered in return for a receipt or sent by certified mail, return receipt requested, or by overnight courier, to the addresses set forth below the signature lines of the parties, transmitted by email to the email address for each party set forth below the signature lines of the parties. All notices shall be deemed given on the date of delivery or, if sent by (a) mail as provided above, on the third business day after the date of deposit in the U.S. mail, (b) courier as provided above, on the next business day after delivery to the courier, or (c) email as provided above, upon receipt if sent prior to 5:00 p.m. local time at the address of the addressee, or on the next business day if delivered after 5:00 p.m. local time or on a Saturday, Sunday, or legal holiday. Any party may change the address to which notices are to be given by giving notice in this manner.
12. **Construction**. The rule of construction that a document is to be construed most strictly against the party who drafted the document is not applicable to this Agreement because both parties participated in the preparation of this Agreement. "Includes" and "including" are not limiting. References to sections and exhibits are to sections and exhibits of this Agreement unless otherwise indicated. References to numbered sections include included sections. For example, a reference to Section 1 includes Section 1.1, 1.1(a), etc. Any reference to "this Agreement" is a reference to this Agreement as a whole, and is not limited to the particular section, clause, schedule, exhibit, or provision in which the reference appears, and to this Agreement as amended, supplemented, replaced, or assigned from time to time. The meanings of defined terms are applicable to the singular and plural forms of the defined terms.
13. **Counterparts**. This Agreement may be separately executed in any number of counterparts, all of which when so executed shall be deemed to constitute one and the same agreement. This Agreement may be validly executed and delivered by facsimile or other electronic transmission.
14. **Attorneys' Fees**. In any action between the parties relating to this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.


2-23-17

Feb. 6, 2017



15. **Waiver of Jury Trial.** THE PARTIES IRREVOCABLY WAIVE ANY RIGHT TO DEMAND THAT ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY RIGHT TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE, INCLUDING THE CONSTITUTION OF THE UNITED STATES OR ANY STATE THEREIN, COMMON LAW, OR ANY APPLICABLE STATUTE OR REGULATION. THE PARTIES ACKNOWLEDGE THAT THEY ARE KNOWINGLY AND VOLUNTARILY WAIVING THEIR RIGHTS TO DEMAND TRIAL BY JURY AND THAT SUCH WAIVER IS A MATERIAL CONSIDERATION FOR ENTERING INTO AND PERFORMING THIS AGREEMENT.
16. **Commission.** Seller agrees to pay a real estate commission in the amount of 6% of the total purchase price with 6% going to the real estate broker representing the seller (Kevo Commercial, LLC)
17. **Entire Agreement.** This is the final expression of the entire agreement between Buyer and Seller and there are no agreements, understandings, restrictions, warranties, or representations other than those stated in this Agreement. This Agreement cannot be amended except by a writing executed by Buyer and Seller.
18. **Contingent Agreement.** This agreement is contingent upon approval by the Enid City Commission.

IN WITNESS WHEREOF, the parties have executed this Real Estate Purchase Agreement as of the day and year ("DATE") of the last signature written below.

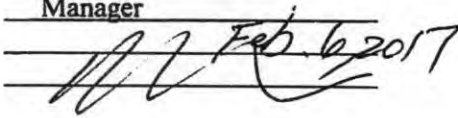
 2-23-17

[Signature Page To Follow]

Feb. 6, 2017

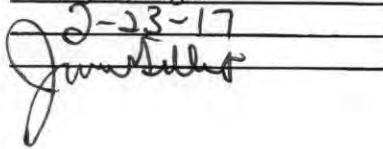

“Seller”

MTK Construction & Properties LLC, an Oklahoma Limited Liability Company

NAME: Manoocher Kahkesh
TITLE: Manager
DATE: Feb. 6 2017
SIGNATURE: 

“Buyer”

The City of Enid, Oklahoma, an Oklahoma Municipal Corporation

NAME: Jerald Gilbert
TITLE: City Manager
DATE: 2-23-17
SIGNATURE: 

Return to: First Bank of Hennessy, Box 5068, Enid, OKLA 73702

STATE OF OKLAHOMA
COUNTY OF GARFIELD

SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT

010600

THIS AGREEMENT, made and entered into this 31st day of July, 1992,
by and between MANOOCH H. KAHKESH AND VICKIE J. KAHKESH, husband and wife,
14101 Osage Drive, Edmond, Oklahoma 73013, (hereinafter called "Landlords");
FIRST BANK MARSHALL, P.O. Box 5068, 510 Commerce, Enid, Oklahoma 73702,
(hereinafter called "Lender"); and FAMILY DOLLAR STORES OF OKLAHOMA, INC.,
P.O. Box 1017, Charlotte, N.C. 28201-1017, an Oklahoma corporation
(hereinafter called "Tenant").

W I T N E S S E T H:

WHEREAS, Tenant entered into a certain Lease Agreement dated April 16,
1992, (the "Lease Agreement") with Landlords for premises situated at the
intersection of South Grand and West Owen K. Garriott in the City of Enid,
County of Garfield, State of Oklahoma, and more particularly described on the
site plan attached as "Exhibit B" to the Lease Agreement and incorporated
herein by reference; and

WHEREAS, Landlords have assigned or will assign to Lender, its successors
and assigns, Landlords' interest in to and under said Lease Agreement as a
portion of the collateral security for a certain mortgage loan to be made by
Lender to Landlords; and

WHEREAS, Tenant desires to be assured of the continued use and occupancy
of the demised premises under the terms and conditions of the Lease Agreement;

NOW, THEREFORE, in consideration of the premises and \$1.00 paid by each
party to the other, the receipt of which is hereby acknowledged and other good
and valuable consideration, the parties hereto agree as follows:

1. Tenant does hereby consent to the subordination of the Lease
Agreement and its rights thereunder to the lien of Lender; provided, however,
that the consent and subordination shall be contingent upon, and subject to
the condition that so long as the Tenant is not in default in the performance
of any of the terms of the Lease Agreement, the Tenant's possession of the
demised premises and the Tenant's rights and privileges under the Lease
Agreement or any extensions or renewals thereof shall not be diminished or
interfered with by the Lender or by anyone claiming an interest in the said
property secured, whether by mesne conveyances or otherwise, as a result of a
foreclosure or otherwise.

2. In the event that there is a foreclosure by the Lender for any
reason, the Tenant shall be bound to the Lender and/or any other person(s) who
by virtue of the foreclosure succeed to the interest of the Landlords, under
all of the terms of the Lease Agreement for the balance of the term thereof
remaining including any extensions or renewals thereof elected by the Tenant,
with the same force and effect as if the Lender and/or such other person(s)
succeeding to the interest of the Landlords were the Landlords under the Lease
Agreement and Tenant hereby attorns to the Lender and/or such other person(s)
so succeeding to the interest of the Landlords as its Landlords under the
Lease Agreement, such attornment to be effective and self-operative without

STATE OF OKLAHOMA
COUNTY OF GARFIELD

AUG 28 3 23 PM '92



1201 PG 237
FLORIAN L. WINTER
By: *Florian Winter*



the execution of any further instrument. Notwithstanding anything herein to the contrary, the Tenant shall be under no obligation to pay rent to the Lender or to such other person(s) so succeeding to the interest of the Landlords on foreclosure until the Tenant receives written notice from the Lender and/or such other person(s) so succeeding to the interest of the Landlords that it has succeeded to the interests of the Landlords under the Lease Agreement. The respective rights and obligations of the Tenant and the Lender and/or such other person(s) so succeeding to the interests of the Landlords on foreclosure upon such attainment shall to the extent of the then remaining balance of the term of the Lease Agreement, including any extensions or renewals thereof elected by the Tenant, be the same as now set forth therein, it being the intention of the parties hereto for this purpose to incorporate the Lease Agreement in this Agreement by reference with the same force and effect as if set forth at length herein.

3. In the event that there is a foreclosure for any reason, the Lender and/or any other person(s) who by virtue of the said foreclosure succeed to the interests of the Landlords in the property shall be bound to the Tenant under all of the terms of the Lease Agreement, and the Tenant shall, from and after such event, have the same remedies against the Lender and/or such other person(s) so succeeding to the interests of the Landlords for the breach of an agreement contained in the Lease Agreement that the Tenant might have had under the Lease Agreement against the Landlords.

4. If Lender enforces any assignment of rents clause contained in the mortgage or exercises any similar rights, Lender and Landlords shall hold Tenant harmless from any claims arising out of Tenant paying its rent as required under the lease to Lender or by complying with the assignment of rents clause.

5. The rights and obligations hereunder of the Landlords, Tenant and Lender shall bind and inure to the benefit of their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and sealed, this the day and year first above written.

Witness:

Mill Busto

Mill Busto

Charles H. [Signature]
Secretary

[Signature]
Assistant Secretary

LANDLORDS:

Manooch H. Kahkesh
Manooch H. Kahkesh

Vickie J. Kahkesh
Vickie J. Kahkesh

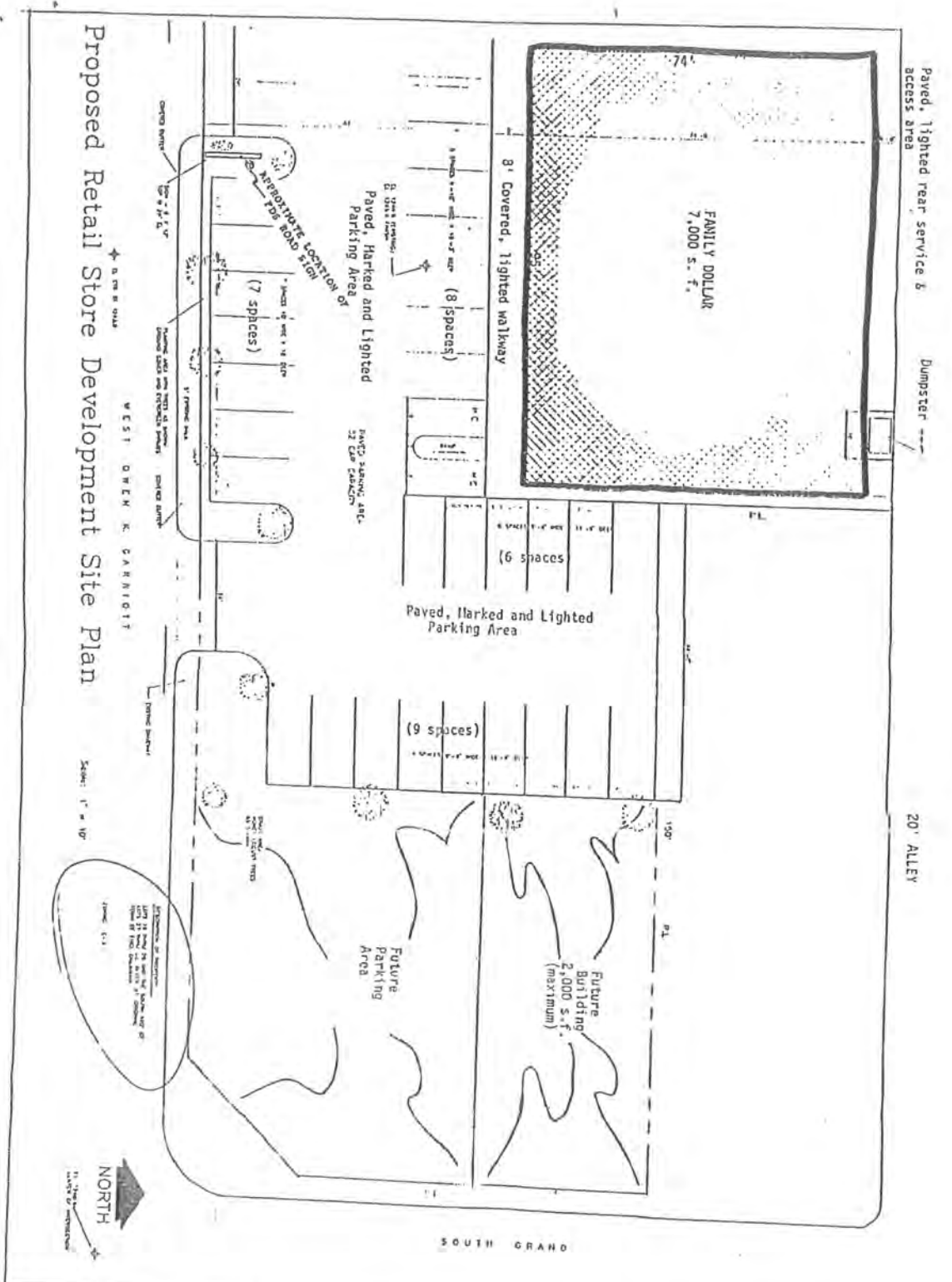
LENDER:
FIRST BANK MARSHALL

By: [Signature]
President

TENANT:
FAMILY DOLLAR STORES OF OKLAHOMA, INC.

By: [Signature]
Sr. Vice President





Proposed Retail Store Development Site Plan

EXHIBIT B - Site Plan
 Memorandum of Lease
 MANOOCH H. KAHKESH AND VICKE J. KAHKESH
 Landlords
 FAMILY DOLLAR STORES OF OKLAHOMA, INC.
 Tenant

Lots 19 thru 26 and the South
 100' of Lots 27 thru 32.
 Block 57, Original Town
 of Enid, Oklahoma

DATE	4/16/92
APPROVED BY	VK
LANDLORD	MCK
TENANT	[Signature]

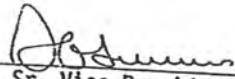
STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

GUARANTY

The undersigned, Family Dollar Stores, Inc. does hereby guarantee the payment of rents by FAMILY DOLLAR STORES OF OKLAHOMA, INC., (a wholly owned subsidiary of Family Dollar Stores, Inc.), as provided for in that certain lease dated April 16, 1992, from MANOOCH H. KAHKESH AND VICKE J. KAHKESH, husband and wife, as Landlords, to FAMILY DOLLAR STORES OF OKLAHOMA, INC., as Tenant, for premises situated at the intersection of South Grand and West Owen K. Garriott in the City of Enid, County of Garfield, State of Oklahoma, (hereinafter referred to as the "Lease"); provided, however, this Guaranty is expressly conditioned on Family Dollar Stores, Inc. being given all notices (in writing and by Certified Mail, Return Receipt Requested, sent to its Corporate Secretary, P.O. Box 1017, Charlotte, North Carolina 28201) required to be given FAMILY DOLLAR STORES OF OKLAHOMA, INC., under the terms of the said Lease.

This the 16th day of April, 1992.

FAMILY DOLLAR STORES, INC.

By: 
Sr. Vice President

ATTEST:


Assistant Secretary

Enid

STATE OF OKLAHOMA
COUNTY OF GARFIELD

LEASE AGREEMENT

THIS INDENTURE OF LEASE, made and entered into this 16th day of April, 1992, by and between MANOOCH H. KAHKESH AND VICKE J. KAHKESH, husband and wife, (hereinafter called "Landlords"), and FAMILY DOLLAR STORES OF OKLAHOMA, INC., an Oklahoma corporation (hereinafter called "Tenant");

W I T N E S S E I H :

That, in consideration of the covenants hereinafter contained, the Landlords hereby demise and let, and the Tenant hereby rents and hires from the Landlords, the following described premises situated on the Landlords' property located at the intersection of South Grand and West Owen K. Garriott in the City of Enid, County of Garfield, State of Oklahoma, said Landlords' property fronting approximately 250' on West Owen K. Garriott and running 150' deep to a 20' alley, said premises being that certain parcel 7,030 (95' x 74') square feet in size as shown outlined in red on Exhibit B-Site Plan, attached hereto and made a part hereof.

Together with a building containing 7,030 (95' x 74') square feet, to be constructed by the Landlords, as hereinafter provided, on the above-described premises, said premises and the building thereon, upon completion of construction, are hereinafter called "demised premises").

TO HAVE AND TO HOLD the demised premises together with all and singular the appurtenances, rights, privileges and easements thereunto belonging or in anywise appertaining including, without limitation, the right to use together with any future tenants (i) the above-referenced alley for access to and from the demised premises and South Grand and Independence, and (ii) the paved, marked, lighted parking, service and access areas provided in accordance with Exhibit B-Site Plan, attached hereto and made a part hereof, unto Tenant, its successors and assigns, for an initial term commencing as hereinafter set forth and ending on the **31st day of December, 2002.**



1. RENTAL. The Tenant hereby covenants and agrees to pay to the Landlords rent at the rate of **THREE THOUSAND TWO HUNDRED FIFTY AND NO/100 Dollars per month (\$39,000.00/annum)** payable in advance on or before the tenth day of each month during the term of this lease beginning on the commencement date, to be fixed as hereinafter provided.

In addition to the fixed minimum rent mentioned in the preceding paragraph, the Tenant shall pay to the Landlords a percentage rent equal to **two percent (2%) of the gross sales in excess of \$1,950,000.00** made by Tenant on the demised premises during each lease year period; provided, however, Tenant shall not be responsible for payment of percentage rent on sales exceeding \$3,000,000.00. The Tenant shall account for and pay percentage rent due, if any, annually within sixty (60) days after the end of each lease year. For purposes of this paragraph, the term "lease year" shall mean the calendar year and shall always end on December 31.

Gross sales shall mean all sales made less sales tax, excise tax, refunds and void sales, and less sales of cigarettes, beverages, paper products, motor oil and sundry drugs, including but not limited to health and beauty aids.

2. COVENANT OF TITLE, AUTHORITY AND QUIET POSSESSION. The Landlords covenant and warrant that they have full right and lawful authority to enter into this lease for the full term aforesaid, and for all extensions herein provided; that the Landlords are lawfully seized of the property shown on Exhibit B-Site Plan including the demised premises, and have good title thereto; that the demised premises is free and clear of all encumbrances; and that there are no laws, ordinances, government requirements or regulations or title restrictions or zoning or other matters which will restrict, limit or prevent Tenant's use of the demised premises for the purposes set forth in this lease. Landlords further covenant and warrant that if the Tenant shall discharge the obligations herein set forth to be performed by the Tenant, the Tenant shall have and enjoy during the term of this lease and all extensions thereof the quiet and undisturbed possession of the demised premises, together with all appurtenances appertaining or appendant thereto.

3. USE OF PREMISES. Landlords warrant that the demised premises may be used, but not limited to such use, by the Tenant, among others, for the conduct of a mercantile business of the type and kind known as a "variety store", "discount store", "dollar store" or "variety discount store".



4. CONSTRUCTION OF PREMISES. Landlords agree at their expense to construct a retail store building, along with the paved, marked, lighted parking, service and access areas and other improvements as set out on "Exhibit B - Site Plan", said building to have 7,030 (95' x 74') square feet of ground floor space, and to erect and complete said building in accordance with Tenant's standard plans and specifications consisting of six (6) pages dated September, 1990 and Tenant's Standard Criteria Specifications consisting of fourteen (14) pages. Said plans and specifications are initialled by both parties, labeled Exhibit A, and constitute a part of this lease.

Landlords covenant and agree that the construction of said building along with the paving, marking and lighting of the parking, service and access areas shall be completed not later than July 15, 1992, and if the same is not completed by said date, Tenant, at its option, may cancel and terminate this lease or may extend the Landlords additional time for the completion of construction, and/or exercise any other rights or pursue any remedies Tenant may have in law or equity. There shall be no deviations from or changes to said plans or specifications without the prior express written approval of Tenant.

5. DELIVERY OF PREMISES AND COMMENCEMENT OF TERM. Landlords shall deliver the demised premises along with a certificate of occupancy to the Tenant upon completion thereof, provided that Tenant shall not be required to accept delivery of the premises prior to June 1, 1992, or during that period November 30, 1992 through February 15, 1993. Landlords agree to notify Tenant, in writing, of the date of the delivery of the demised premises to Tenant forty-five (45) days prior to such date.

Rent shall begin to accrue hereunder upon the expiration of seventy (70) days following the date of delivery and acceptance of the demised premises fully completed in accordance with said plans and specifications, including paving, marking and lighting of the parking, service and access areas.

6. OPTIONS TO EXTEND. The term of this lease shall be automatically extended for **six successive periods of five years each unless** Tenant shall give written notice to Landlords cancelling the next extended term at least one hundred and twenty (120) days before such extended term is scheduled to begin. If Tenant gives such notice, this lease will expire the day before such extended term was scheduled to begin. All of the terms, covenants and



conditions of this lease shall apply to each extended term except rent which shall be payable as follows. During the first extended term, rent shall be payable at the rate of TWO THOUSAND THREE HUNDRED THIRTY THREE AND 34/100 Dollars per month (\$28,000.08/annum) plus a percentage rent equal to two percent (2%) of the gross sales in excess of \$1,400,000.00 made by Tenant during each lease year period of said extended term; provided, however, Tenant shall not be responsible for payment of percentage rent on gross sales exceeding \$2,400,000.00. During the second extended term, rent shall be payable at the rate of TWO THOUSAND SIX HUNDRED SIXTY SIX AND 67/100 Dollars per month (\$32,000.04/annum) plus a percentage rent equal to two percent (2%) of the gross sales in excess of \$1,600,000.00 made by Tenant during each lease year period of said extended term; provided, however, Tenant shall not be responsible for payment of percentage rent on gross sales exceeding \$2,600,000.00. During the third extended term, rent shall be payable at the rate of THREE THOUSAND AND NO/100 Dollars per month (\$36,000.00/annum) plus a percentage rent equal to two percent (2%) of the gross sales in excess of \$1,800,000.00 made by Tenant during each lease year period of said extended term; provided, however, Tenant shall not be responsible for payment of percentage rent on gross sales exceeding \$2,800,000.00. During the fourth extended term, rent shall be payable at the rate of THREE THOUSAND THREE HUNDRED THIRTY THREE AND 34/100 Dollars per month (\$40,000.08/annum) plus a percentage rent equal to two percent (2%) of the gross sales in excess of \$2,000,000.00 made by Tenant during each lease year period of said extended term; provided, however, Tenant shall not be responsible for payment of percentage rent on gross sales exceeding \$3,000,000.00. During the fifth extended term, rent shall be payable at the rate of THREE THOUSAND SIX HUNDRED SIXTY SIX AND 67/100 Dollars per month (\$44,000.04/annum) plus a percentage rent equal to two percent (2%) of the gross sales in excess of \$2,200,000.00 made by Tenant during each lease year period of said extended term; provided, however, Tenant shall not be responsible for payment of percentage rent on gross sales exceeding \$3,200,000.00. During the sixth extended term, rent shall be payable at the rate of FOUR THOUSAND AND NO/100 Dollars per month (\$48,000.00/annum) plus a percentage rent equal to two percent (2%) of the gross sales in excess of \$2,400,000.00 made by Tenant during each lease year period of said extended term; provided, however, Tenant shall not be



responsible for payment of percentage rent on gross sales exceeding \$3,400,000.00.

7. ALTERATIONS BY TENANT. The Tenant shall have the right and privilege at all times after the date of this lease to make, at its own expense, such changes, improvements, alterations and additions to the demised premises as the Tenant may desire.

8. FIXTURES. The Tenant may, on termination of this lease or at any time during the continuance thereof, remove from the demised premises all shelving, fixtures and other equipment which Tenant may have installed at its own expense in the demised premises, or otherwise acquired, during the term of this lease and all extensions thereof. If the demised premises shall be defaced by the removal of such fixtures and equipment, Tenant shall repair the damages at its expense.

9. UTILITIES AND HEAT. Landlords shall ensure all necessary utilities are provided to the demised premises (including meters) and Tenant shall pay all charges for gas, water, fuel and electricity used by it on the demised premises during the term of this lease and all extensions thereof.

10. DAMAGE CLAUSE. Should the building on the demised premises or the parking, service or access areas shown on Exhibit B-Site Plan be damaged or partially destroyed by fire or other casualty, the Landlords will, with all due diligence, at their expense, make the repairs or restorations so that thereafter the demised premises shall be substantially the same as prior to such damage or injury. In such event, the rents shall abate in proportion to the restrictive use by the Tenant prior to the repair or restoration.

Should the building on the demised premises or parking, service or access areas shown on Exhibit B-Site plan be so extensively damaged by fire or other casualty as to require rebuilding then the Landlords shall promptly, at their expense, restore or rebuild so that thereafter the demised premises and the parking, service and access areas shall be substantially the same as prior to such destruction. The rent shall cease and abate on the date of such destruction and any rent paid in advance by the Tenant shall be refunded to it in such event. Rent will begin to re-accrue upon the expiration of seventy (70) days following the date the building and parking, service and access areas on the demised premises have been restored or rebuilt and possession tendered to the Tenant. If such restoration or rebuilding requires more than



ENID

120 days, then and in such event the Tenant may, at its option, terminate and cancel this lease.

11. **INSURANCE.** (a) Landlords agree to keep the demised premises fully insured, at Landlords' expense, against loss or damage by fire and such other casualties as are covered by the customary extended coverage endorsement.

(b) Tenant shall maintain insurance against public liability for personal injury or death or damage to property occurring in the demised premises arising out of the use and occupancy thereof by Tenant. Such insurance shall be with minimum limits of \$500,000/\$1,000,000 for personal injury or death and \$100,000 for property damage.

(c) Landlords shall maintain insurance against public liability for personal injury or death or damage to property arising out of the acts or omissions of Landlords or arising out of the use of the parking areas, driveways, sidewalks, ramps and service areas) shown on Exhibit B-Site Plan. Such insurance shall be with minimum limits of \$500,000/\$1,000,000 for personal injury or death and \$100,000 for property damage, and Tenant shall be named as an additional insured under this policy.

(d) The insurance required to be carried by subparagraphs (a), (b) and (c) above shall be issued by financially responsible insurers duly authorized to do business in the state where the demised premises is located. Certificates of such coverages from the insurers providing 30 days written notice to Landlords or Tenant, as the case may be, prior to cancellation or reduction of any such insurance shall be furnished to Landlords or Tenant upon written request of either.

(e) Tenant shall reimburse Landlords for Tenant's proportionate share of any increase in the insurance premium for the insurance Landlords are required to carry by subparagraph (a) above the premium for the year 1994. Landlords will insure the demised premises separately from any future building constructed on the property shown on Exhibit B-Site Plan. Tenant shall make said reimbursement after receipt of written request for reimbursement from Landlords accompanied by a copy of the premium, evidence of Landlords' payment of the premium and any other information Tenant may require. All premiums shall be at competitive rates.

12. **MAINTENANCE AND REPAIRS.** The Landlords shall maintain, keep and repair, at their expense, all exterior portions of the building constituting part of the demised premises, including the roof, exterior walls, canopy,



gutters, downspouts, and also all structural portions of said building whether the same be on the interior or the exterior. In addition, the Landlords agree they will be responsible for any major repairs and replacements to the plumbing and electrical systems, and that they will keep the paved and marked parking, service and access areas maintained, including the removal of snow, ice, trash and debris, and in a good state of repair and properly lighted. Landlords shall furnish an air conditioning system in the building of a minimum capacity of 17.5 tons, and shall furnish an adequate heating system, such systems shall be manufactured by a national firm such as Carrier or Trane, or equivalent. The air conditioning system shall be sufficient to maintain an even inside temperature of not less than twenty degrees below outside temperature and maintain a relative humidity of not more than fifty percent (50%) and the heating system shall be sufficient to maintain a minimum indoor temperature of 72 degrees.

The Tenant shall keep, maintain and repair at its expense all interior portions of said building, except structural portions, and keep the plumbing and electrical systems in repair except for major repairs and replacements which shall be the responsibility of the Landlords. Major repairs and replacements shall be defined as any one repair or replacement costing in excess of \$100.00. Neither Landlords nor Tenant shall be responsible for repairs/replacements to the heating and air conditioning system and any such repairs/replacements shall be at Tenant's option.

13. LANDLORDS TO PAY TAXES, ETC. The Landlords shall pay all taxes, assessments and other charges which may be levied, assessed or charged against the demised premises and the land shown on Exhibit B-Site Plan and any future buildings, and will make all payments required to be made under the terms of any mortgage or deed of trust which is now or may hereafter become a lien on the property shown on Exhibit B-Site Plan.

The Tenant shall pay all operating license fees for the conduct of its business, and ad valorem taxes levied upon its trade fixtures, inventory and stock of merchandise. The Tenant shall reimburse Landlords for any increase in real estate taxes on the demised premises over and above such taxes for either the year 1994 or the first full lease year in which the building constituting part of the demised premises is fully assessed as a completed building, whichever assessment is higher (hereinafter called the "base



year"). Any increased real estate taxes which are the responsibility of the Tenant in the year in which this lease shall end shall be apportioned between the Landlords and Tenant on a pro rata basis. Tenant shall have no obligation to pay any increases in taxes resulting from the construction, existence or improvement of any future building constructed on the property shown on Exhibit B-Site Plan.

Landlords agree to notify Tenant in writing within ten (10) days after receipt by Landlords of notification of any planned increase in real estate taxes. Tenant shall have the right to contest, by appropriate proceedings, in Landlords' or Tenant's name, the validity or amount of any such increase. Landlords agree to cooperate with Tenant in contesting any such increase. If Landlords fail to give such written notice to Tenant within such ten (10) day period, then Tenant shall not be responsible for the reimbursement to Landlords of such increase.

Landlords shall provide Tenant with a copy of the tax billing with evidence of Landlords' payment for each year beginning with the first year for which taxes are assessed on the completed building and any other necessary information Tenant may require. In no event shall Tenant be responsible to reimburse Landlords for any increased real estate taxes unless Tenant has received the tax billing with evidence of payment thereof and written request for reimbursement from Landlords within ninety (90) days after the earlier of the date the Landlords paid such taxes or the date such taxes were due and payable. Any payments made by Tenant for increased real estate taxes will be deducted from any percentage rent then payable by Tenant or which thereafter becomes payable by Tenant.

In the event that any such real estate taxes shall be lowered or reduced by the authorities imposing such real estate taxes below the amounts being levied, assessed or charged against the demised premises for the base year, the rent paid by Tenant in each year shall be reduced by an amount equal to the total of such reductions in real estate taxes.

14. UNPERFORMED COVENANTS OF LANDLORDS MAY BE PERFORMED BY TENANT. If the Landlords shall fail to perform any of the affirmative covenants to be performed by the Landlords pursuant to this lease, or if the Landlords should fail to make any payment which they herein agree to make, including payments secured by a mortgage or deed of trust on the demised premises or the property



shown on Exhibit B-Site Plan, then the Tenant may, at its option, after notice to the Landlords, perform such affirmative covenant, or make any such payments, as the Landlords' agent, and in the Tenant's sole discretion as to the necessity therefore, and the full amount of the cost and expense entailed, or of the payment so made, shall immediately be owing by the Landlords to the Tenant. The Tenant shall have the right to deduct the amount thereof, together with interest at the legal rate thereon, from the date of payment, without liability of forfeiture, out of rents then due or thereafter coming due hereunder. Tenant shall have a lien on the demised premises to secure the repayment of any such amount with interest. The option given in this paragraph is for the sole protection of the Tenant, and its existence shall not release the Landlords from any obligation to perform any of the covenants herein provided to be performed by the Landlords, or deprive the Tenant of any legal right which it may have by reason of any default by the Landlords.

15. SIGNS. Tenant shall have the exclusive right to place signs or other advertising devices, electrical or non-electrical, at any place on the demised premises, and the front mansard/parapet of the building thereof. When erecting such signs, the Tenant shall not injure the demised premises and shall save the Landlords harmless from any damage resulting from the installation or removal of such signs. Tenant is specifically granted the right to erect its standard road sign in the approximate location as designated on "Exhibit B - Site Plan", and its standard building sign and undercanopy sign.

16. CONDEMNATION. If the demised premises, or any part thereof, or any of the paved parking, service or access areas shall be taken in any proceeding by public authorities by condemnation or otherwise, or be acquired for public or quasi-public purposes, the Tenant shall have the option of terminating this lease, in which case any unearned rent shall be refunded to Tenant. In the event that only a portion of the demised premises or parking, service or access areas shall be taken by condemnation or other proceeding, and if the Tenant elects not to terminate this lease, then the rent shall be reduced in the same proportion that the demised premises or parking, service and access areas are reduced by such condemnation or other proceeding. In any such proceeding whereby all or a part of the demised premises or the parking, service or access areas are taken, whether or not the Tenant elects to



terminate this lease, all parties shall be free to make claim for the amount of the actual provable damage done to each of them by such proceeding.

17. FORFEITURE FOR FAILURE TO PAY RENT. The Landlords hereby agree that the Tenant, upon paying the rents as hereinbefore stipulated, and performing all of the stipulations, agreements and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the demised premises during the original and any extended term thereof, free from the adverse claims of any person, firm or corporation.

If the rent above referred to, or any part thereof, shall be unpaid on the date of payment by the terms hereof, and remain so for a period of thirty (30) days after written notice shall have been received by Tenant, and also at the demised premises, then and in such case it shall and may be lawful for the Landlords, at their option, to declare the said term ended and enter into the demised premises or any part thereof, either with or without process of law, and expel the Tenant, or any person or persons occupying, in or upon the demised premises, using such force as may be necessary to do so, and so to repossess and enjoy the demised premises as in Landlords' former estate. Should the said term at any time be ended by the election of the Landlords, under the terms and conditions hereof, the Tenant hereby covenants and agrees to surrender and deliver up the demised premises peaceably to the Landlords immediately upon the termination of the said term.

18. SURRENDER OF POSSESSION. Upon the termination of this lease or any extensions thereof, Tenant shall surrender the demised premises in the same condition or repair as at the beginning of the term, ordinary wear, tear, or damages by fire or other casualty excepted.

19. EXCLUSIVE USE. Landlords agree that the Landlords and any entity controlled by the Landlords shall not lease (or permit the leasing or subletting of) or sell any space on other property owned by or controlled by the Landlords within two miles of the demised premises, for and during the term of this lease or any extensions thereof, to any variety store, variety discount store, discount department store, junior department store, dollar store, discount clothing store including "one price" type stores, off-price clothing store, clothing outlet store, liquidation or close out store, thrift store, any store selling used clothing, or any store similar to Tenant in operation or merchandising.



In the event there is a breach of this paragraph by Landlords, Tenant's rights and remedies shall include, but not be limited to, the right at any time thereafter to elect to terminate this lease, and, upon such election, this lease shall be terminated and the Tenant shall be released and discharged of and from all further liability hereunder. So long as such breach exists and Tenant has not terminated this lease, Tenant's only obligation with respect to rent shall be the payment of the lesser of (i) the fixed minimum rent set forth in Paragraph 1 above, with no percentage rent, or (ii) percentage rent of two percent (2%) of its gross sales (as defined in Paragraph 1 above), with no fixed minimum rent, such percentage rent to be payable within sixty (60) days after the end of each lease year (as defined in Paragraph 1 above). Such rights and remedies shall not be exclusive of Tenant's rights to damages or any other rights or remedies.

20. WAIVER OF SUBROGATION. Landlords and Tenant, each for itself and its successors and assigns, covenants and agrees with the other that no claims shall be made, and that no suit or action, either at law or in equity, shall be brought by either party, or by any person, firm or corporation claiming by, through or under Landlords or Tenant, their successors, sublessees or assigns, against the other, or their directors, officers, agents, employees, successors, sublessees or assigns, for any loss or damage to the demised premises and any improvements or other property located thereon caused by or resulting from fire, or other casualty of whatsoever origin, to the extent that the same is covered by insurance or is required by the terms of this lease to be covered by insurance against loss or damage by fire and such other casualties as are covered by the customary extended coverage endorsement; provided, however, that nothing contained in this paragraph shall affect or diminish Landlords' obligation to repair or rebuild in case of damage or destruction. All policies of insurance against loss or damage by fire and such other casualties as are covered by the customary extended coverage endorsement, carried and maintained pursuant to this lease shall contain or be endorsed to contain a provision whereby the insurer thereunder waives all rights of subrogation against either Landlords or Tenant.

21. SUBORDINATION TO MORTGAGES. At the option of the Landlords, this lease shall be subordinated to the lien of any mortgage or deed of trust (hereinafter called "Mortgage") which Landlords may place on the demised



premises and Tenant shall cooperate by executing any reasonable instrument which may be required to effectuate such subordination, provided that before Landlords can cause this lease to be subordinated to the lien of any Mortgage under any circumstances whatsoever, Landlords must deliver to Tenant a recordable agreement signed by the mortgagee, providing in substance that as long as Tenant shall discharge its obligations under this lease, the tenancy shall not be disturbed and shall not be affected by any default under the Mortgage, and in the event of foreclosure, the rights of Tenant shall survive and this lease shall continue in full force and effect, including the renewal options contained therein.

22. HOLDING OVER. In the event the Tenant remains in possession after expiration of this lease and any extensions thereof without the execution of a new lease, the Tenant shall not acquire any right, title, or interest in or to the demised premises, and in such event, the Tenant shall occupy the demised premises as a Tenant from month-to-month, but both Landlords and Tenant shall otherwise be subject to all of the conditions, provisions and obligations of this lease insofar as the same shall be applicable.

23. NOTICES. All notices provided for herein shall be in writing and shall be deemed to have been given when deposited in the United States mail and sent via Certified Mail, Return Receipt Requested, addressed as follows:

As to Landlords:

Manooch H. and Vicke J. Kahkesh
c/o Hennessey National Bank
101 N. Main
P.O. Box 724
Hennessey, Oklahoma 73742

As to Tenant :

Corporate Secretary
FAMILY DOLLAR STORES OF OKLAHOMA, INC.
Post Office Box 1017
Charlotte, North Carolina 28201-1017

Either of the parties hereto may change the address to which notices are to be sent by giving notice to the other party of such change of address as provided in this paragraph. All payments of rents shall be mailed to the Landlords at the address designated above.

24. PARKING AREA. Landlords acknowledge that convenient automobile access and parking for Tenant's customers is critical to the successful operation of Tenant's business. Landlords agree not to build any buildings in the shopping center except as shown on Exhibit B-Site Plan, and that all area



shown on Exhibit B as parking shall always be devoted to marked, lighted, paved parking area. Landlords agree that all entrances, exits, driveways and service areas will remain substantially as shown on Exhibit B. In the event the future building is constructed, Landlords will also develop the future parking area shown on Exhibit B-Site Plan. Landlords agree not to lease the 2,000 square foot building shown on Exhibit B-Site Plan for use as a theater, bowling alley, game arcade or other entertainment facility, a bar, tavern, lounge or nightclub, a gym or fitness center, for offices (except incidental to retail use), as a beauty salon, as a school, training facility or meeting hall or as a restaurant except a fast food restaurant.

25. RECORDING. Landlords agree at Landlords' expense to cause an acceptable Memorandum of this lease to be recorded in the appropriate office for the recordation of real estate conveyances for the County or other jurisdiction in which the demised premises are located and Landlords shall return the recorded Memorandum to Tenant within thirty (30) days after execution of this lease. Should Landlords fail to return the duly recorded Memorandum to Tenant within said thirty (30) day period, then and in such event, Landlords agree that Tenant may proceed to record on behalf of Landlords and Landlords shall promptly reimburse Tenant for all expenses in connection with recordation.

26. PARAGRAPH HEADINGS. The paragraph headings throughout this instrument are for convenience and reference only, and words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this lease.

27. CONFIDENTIALITY OF LEASE TERMS AND SALES INFORMATION. Landlords agree that all terms of this lease as well as any sales information provided to Landlords shall remain confidential. No information on either of the above matters is to be divulged by Landlords without the written consent of Tenant.

28. COMPLIANCE WITH LAWS. Landlords shall, at Landlords' sole cost and expense, comply with all of the requirements of all county, municipal, state and federal laws and regulations, now in force, or which may hereafter be in force, which pertain to the physical or environmental condition of the demised premises, including any requirements necessitating capital repairs or improvements.

29. LEASE BINDING ON HEIRS, ETC. All covenants and agreements herein



made shall extend to and be binding upon the heirs, devisees, executors, administrators, successors in interest, and assigns of both the Landlords and Tenant.

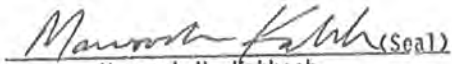
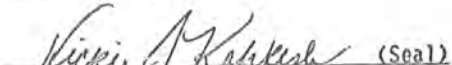
30. ENTIRE AGREEMENT. This lease constitutes the entire agreement between Landlords and Tenant and all understandings and agreements between Landlords and Tenant are merged in this lease. This lease may not be changed or modified except by an agreement in writing signed by Landlords and Tenant.

IN WITNESS WHEREOF the Landlords and Tenant have caused this lease to be duly executed and sealed, as of the day and year first above written.

Witness:

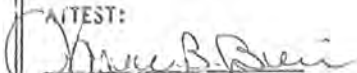



LANDLORDS

 (Seal)
Manooch H. Kahkesh
 (Seal)
Vicki J. Kahkesh

TENANT
FAMILY DOLLAR STORES OF OKLAHOMA, INC.

WITNESS:


Assistant Secretary

By:


Sr. Vice President

City Commission Meeting

8. 5.

Meeting Date: 02/23/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

CONSIDER A RESOLUTION AMENDING THE 2016-2017 GENERAL FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$50,000.00 TO INCREASE THE 2016-2017 APPROPRIATED AMOUNTS FOR THE GENERAL FUND TRANSFERS DEPARTMENT.

BACKGROUND:

This is a companion item to 8.6, 8.7, and 15.2.

This appropriation provides for a transfer from General Fund to the Enid Economic Development Authority in the amount of \$50,000.00 for tax increment finance council services with the Public Finance Law Group, LLC, with respect to a proposed project to modernize the Archer Daniels Midland Milling facility on 4th Street.

RECOMMENDATION:

Approve resolution.

PRESENTER:

Erin Crawford, Chief Financial Officer

Fiscal Impact

Budgeted Y/N: N

Amount: \$50,000.00

Funding Source:

General Fund Balance.

Attachments

Resolution

RESOLUTION

A RESOLUTION AMENDING THE 2016-2017 GENERAL FUND BUDGET BY APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF \$50,000.00 TO INCREASE THE 2016-2017 APPROPRIATED AMOUNTS FOR THE GENERAL FUND TRANSFERS DEPARTMENT.

WHEREAS, the appropriated amounts for the 2016-2017 General Fund Transfers Department in the General Fund must be increased by \$50,000.00 to provide funding to transfer to the Enid Economic Development Authority for tax increment finance counsel services with the Public Finance Law Group, LLC, with respect to a proposed project to modernize the Archer Daniels Midland Milling facility on 4th Street; and

WHEREAS, funds will be transferred from the General Fund Transfers Department to the Enid Economic Development Authority Operations department; and

AND NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, THAT THE CITY OF ENID 2016-2017 BUDGET BE AMENDED TO INCREASE THE APPROPRIATIONS FOR THE GENERAL FUND IN THE FOLLOWING AMOUNT:

FUND 10 GENERAL FUND	
GF Transfers Department	\$50,000.00

Adopted this 23rd day of February 2017.

Mayor

(Seal)

ATTEST:

City Clerk

Meeting Date: 02/23/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

CONSIDER AND TAKE ACTION WITH RESPECT TO A RESOLUTION DECLARING THE INTENT TO CONSIDER APPROVAL OF A PROJECT AND CREATION OF A TAX INCREMENT DISTRICT UNDER THE LOCAL DEVELOPMENT ACT; DIRECTING PREPARATION OF A PROJECT PLAN; APPOINTING A REVIEW COMMITTEE; DIRECTING THE REVIEW COMMITTEE TO MAKE FINDINGS AS TO ELIGIBILITY AND FINANCIAL IMPACT, IF ANY, ON TAXING JURISDICTIONS WITHIN THE DISTRICT; DIRECTING THE REVIEW COMMITTEE TO MAKE A RECOMMENDATION WITH RESPECT TO THE PROPOSED PROJECT PLAN; DIRECTING THE PLANNING COMMISSION TO MAKE A RECOMMENDATION WITH RESPECT TO THE PROPOSED PROJECT PLAN; DIRECTING THE REVIEW COMMITTEE AND THE PLANNING COMMISSION TO MAKE A RECOMMENDATION WITH RESPECT TO TERMINATION OF CERTAIN EXISTING TAX INCREMENT DISTRICTS; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

BACKGROUND:

This is a companion item to 8.5, 8.7 and 15.2.

This Tax Increment Finance (TIF) District resolution will authorize and create a TIF committee to consider a \$30-35 million proposed project of modernizing the Archer Daniels Midland (ADM) milling facility on 4th street utilizing tax increment financing as a project incentive. The TIF committee will be comprised of the Mayor or Commissioner who is the chairperson, one representative of the Metropolitan Area Planning Commission; one representative designated by Garfield County; one representative designated by Garfield County Health Department; one representative designated by Enid Independent School District No. 57; one representative designated by Autry Technology Center Vo-Tech District No. 15; and three representatives of the public at large.

RECOMMENDATION:

Approve TIF resolution.

PRESENTER:

Nate Ellis, Public Finance Law Group, LLC Legal Counsel; Brent Kisling, ERDA Director

Attachments

Resolution

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA, MET IN RESCHEDULED REGULAR SESSION ON THE 23RD DAY OF FEBRUARY, 2017, AT 6:30 O’CLOCK P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following resolution was introduced and caused to be read by the City Clerk. Commissioner _____ moved passage of the Resolution and Commissioner _____ seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

RESOLUTION

A RESOLUTION DECLARING THE INTENT TO CONSIDER APPROVAL OF A PROJECT AND CREATION OF A TAX INCREMENT DISTRICT UNDER THE LOCAL DEVELOPMENT ACT; DIRECTING PREPARATION OF A PROJECT PLAN; APPOINTING A REVIEW COMMITTEE; DIRECTING THE REVIEW COMMITTEE TO MAKE FINDINGS AS TO ELIGIBILITY AND FINANCIAL IMPACT, IF ANY, ON TAXING JURISDICTIONS WITHIN THE DISTRICT; DIRECTING THE REVIEW COMMITTEE TO MAKE A RECOMMENDATION WITH RESPECT TO THE PROPOSED PROJECT PLAN; DIRECTING THE PLANNING COMMISSION TO MAKE A RECOMMENDATION WITH RESPECT TO THE PROPOSED PROJECT PLAN; DIRECTING THE REVIEW COMMITTEE AND THE PLANNING COMMISSION TO MAKE A RECOMMENDATION WITH RESPECT TO TERMINATION OF CERTAIN EXISTING TAX INCREMENT DISTRICTS; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, The City of Enid (the “City”) is working to promote economic development in the area, in order to provide increased opportunity for residents of the area and to improve the overall standard of living; and

WHEREAS, the City aspires to encourage certain business interests with the potential to invest in the modernization of certain milling facilities owned by Archer Daniels Midland Company (“ADM”), which will encourage commerce, the retention and expansion of employment, and generate a corresponding growth in the local tax base, subject to certain conditions including economic development incentives and financing; and

WHEREAS, the Local Development Act, Title 62, Oklahoma Statutes Section 850 *et seq.* (the “Local Development Act”), was passed by the Oklahoma Legislature to implement Section 6C of Article X of the Oklahoma Constitution, which empowers the governing bodies of cities, towns, and counties to apportion tax increments to help finance the public costs of economic development; and

WHEREAS, the proposed project depends upon the utilization of tax increment financing to help finance the project costs; and

WHEREAS, it is desirable to direct the City staff to prepare a proposed project plan for consideration; and

WHEREAS, the Board of Commissioners, as the governing body of the City, is empowered to approve the creation of a tax increment district to further the public purpose of economic development within the City; and

WHEREAS, the Local Development Act provides for the appointment of a Review Committee to review and make recommendations concerning the proposed district, plan, or project, to consider and make findings and recommendations with respect to the conditions establishing the eligibility of the proposed district, and to consider and determine whether the proposed plan and project will have a financial impact on any taxing jurisdiction within the proposed district and to report its findings and make its recommendations to the governing body; and

WHEREAS, the Local Development Act provides that the membership of the Review Committee shall consist of the following: a representative of the governing body who shall serve as chairperson; a representative of the planning commission having jurisdiction over the proposed district; a representative designated by each taxing jurisdiction within the proposed district whose ad valorem taxes might be impacted by the plan; and three members representing the public at-large and selected by the other committee members from a list of seven names submitted by the chairperson of the review committee; and

WHEREAS, it is appropriate and desirable to appoint a Review Committee to consider and make recommendations on a proposed project plan; and

WHEREAS, the City heretofore created Increment District No. 5, City of Enid (the “Oakwood Mall TIF”) pursuant to Ordinance No. 2012-22 dated November 6, 2012, in

connection with the adoption of the Oakwood Mall Economic Development Project Plan dated October 4, 2012; and

WHEREAS, due to unforeseen economic factors beyond the control of the City, the economic development proposed in connection with the Oakwood Mall TIF has not occurred and will not occur in a manner consistent with the respective Project Plans heretofore adopted by the City; and

WHEREAS, the City desires to direct the Review Committee and the Planning Commission to consider the termination of the Oakwood Mall TIF concurrently with the consideration of the proposed ADM tax increment district.

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

SECTION 1. INTENT. The Mayor and Board of Commissioners intends to consider approval of a project and creation of a tax increment district to facilitate the financing of eligible project costs of a project and hereby directs preparation of a project plan by City staff, to be submitted for consideration in accordance with the Local Development Act.

SECTION 2. ESTABLISHMENT OF REVIEW COMMITTEE. A Review Committee is hereby appointed whose membership shall consist of the following: one representative of the Mayor and Board of Commissioners, who shall be chairperson; one representative of the Metropolitan Area Planning Commission; one representative designated by Garfield County; one representative designated by Garfield County Health Department; one representative designated by Enid Independent School District No. 57; one representative designated by Autry Technology Center Vo-Tech District No. 15; and three representatives of the public at large, who shall be selected from a list of seven names submitted by the representative of the Mayor and Board of Commissioners, as chairperson of the Review Committee, by the other Review Committee members.

SECTION 3. REVIEW COMMITTEE FINDING AND RECOMMENDATION. The Review Committee shall consider and determine whether the proposed plan and project will have a financial impact on any taxing jurisdiction within the proposed district and shall report its findings to the Mayor and Board of Commissioners. Furthermore, the Review Committee shall consider and make its findings and recommendations to the Mayor and Board of Commissioners with respect to the conditions establishing the eligibility of the proposed district and the appropriateness of approval of the proposed plan and project.

SECTION 4. PLANNING COMMISSION RECOMMENDATION. The Enid Planning and Zoning Commission shall review the proposed project plan and shall make a recommendation on the plan to the Mayor and Board of Commissioners.

SECTION 5. TERMINATION OF CERTAIN EXISTING TIFS. The Review Committee and the Enid Planning and Zoning Commission shall each make a recommendation with respect to the proposed termination of the Oakwood Mall TIF to the Mayor and Board of Commissioners.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 23RD DAY OF FEBRUARY, 2017.

THE CITY OF ENID, OKLAHOMA

(SEAL)
ATTEST:

By: _____
Mayor

By: _____
City Clerk

Approved as to Form:

Andrea Chism, City Attorney

STATE OF OKLAHOMA)
)SS
COUNTY OF GARFIELD)

I, the undersigned, City Clerk of The City of Enid, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the Board of Commissioners of said City held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the “Open Meeting Law” was complied with for such meeting.

GIVEN UNDER MY HAND THIS 23RD DAY OF FEBRUARY, 2017.

(SEAL)

City Clerk

City Commission Meeting

8. 7.

Meeting Date: 02/23/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

CONSIDER AND TAKE ACTION WITH RESPECT TO AN AGREEMENT FOR TAX INCREMENT FINANCE COUNSEL SERVICES WITH THE PUBLIC FINANCE LAW GROUP, LLC.

BACKGROUND:

This is a companion item to 8.5, 8.6 and 15.2.

RECOMMENDATION:

Approve agreement.

PRESENTER:

Nate Ellis, Public Finance Law Group, LLC Legal Counsel

Attachments

Engagement Letter



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

AGREEMENT FOR TAX INCREMENT FINANCE COUNSEL SERVICES

THIS AGREEMENT is entered into as of February 23, 2017, by and between THE PUBLIC FINANCE LAW GROUP PLLC (“PFLG”) and THE CITY OF ENID, OKLAHOMA (the “City”), as follows:

RECITALS

WHEREAS, the City desires to engage PFLG as tax increment finance counsel (“TIF Counsel”) in connection with the establishment of a tax increment district within the City (the “Formation”) pursuant to the Local Development Act, 62 O.S. §850 *et seq.*, as amended (the “Local Development Act”); and

WHEREAS, the Formation may be desirable to support certain economic development activities within the City, specifically the modernization of certain milling facilities owned by Archer Daniels Midland Company (the “Company”), which will encourage commerce, the retention and expansion of employment, and generate a corresponding growth in the local tax base (collectively, the “Project”); and

WHEREAS, the City heretofore created Increment District No. 5, City of Enid (the “Oakwood Mall TIF”) pursuant to Ordinance No. 2012-22 dated November 6, 2012, in connection with the adoption of the Oakwood Mall Economic Development Project Plan dated October 4, 2012; and

WHEREAS, the City desires to consider the termination of the Oakwood Mall TIF (the “Termination”) concurrent with the Formation process; and

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

AGREEMENTS

1. Scope of Services.

A. *Tax Increment Finance Counsel Services.* PFLG will render the following services as TIF Counsel to the City:

- (1) Consultation with representatives of the City, including the City Manager, City Attorney, Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed tax increment district.
- (2) Preparation of written documentation relating to formal approval and formation of a tax increment district, including, as appropriate, project plans and authorizing resolutions or ordinances.
- (3) Attendance at such meetings or hearings of the City and working group meetings or conference calls as the City may request, and assistance to the City staff in preparation of such explanations or presentations to the governing body of the City as they may request.
- (4) Provide requisite legal advice and supporting documentation with respect to the proposed Termination of the Oakwood Mall TIF.

Additional details with respect to TIF Counsel's anticipated scope of services with respect to the Formation are provided in Exhibit A attached hereto.

PFLG and City acknowledge that the City shall be represented by Andrea Chism, Esq., in her capacity as City Attorney (the "City Attorney") for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with City Attorney to the extent requested by the City or the City Attorney.

In 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, City, 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 scope of services do not include any services with respect to any real estate transactions in connection with the tax increment district. Furthermore, the scope of services do not contemplate representation with respect to any financing completed in connection with any improvements contemplated within the tax increment district. Any such representation, if necessary, will be provided at additional cost as agreed to at such later date. PFLG's services do not include representation of City or any other party to the Formation or the Project in any litigation or other legal or administrative proceeding involving the Formation, 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'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 Formation unless otherwise agreed to in writing.

B. Term of Agreement. This Agreement shall be effective from the date of execution through June 30, 2017, and shall be automatically renewed for additional one-year periods on July 1 of each year unless terminated pursuant to Section 2.D. herein.

2. Compensation and Reimbursements.

A. *Compensation for Tax Increment Finance Counsel Services.* For services as TIF Counsel to the City, PFLG shall be paid the following fees:

a. \$15,000.00 shall be non-contingent and due and payable on the 15th of each month in the amount of \$7,500.00 for two months beginning March 15, 2017 (provided, however, the balance of this portion of the fee shall be immediately due upon formal action by the City Council of the City with respect to the establishment of the tax increment district or upon termination or discontinuance of the formation process); and

b. \$20,000.00 shall be contingent upon and immediately due following formal action by the Board of Commissioners of the City with respect to the establishment of the tax increment district; and

c. \$12,500.00 shall be contingent upon and immediately due following formal action by the Board of Commissioners of the City with respect to the approval of an economic development agreement with the Company.

B. *Expenses.* PFLG shall also be paid a fixed amount of \$2,500.00 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 Formation shall be paid directly by the City, but if paid by PFLG on behalf of the City, shall be reimbursed to PFLG on demand.

C. *Payment.* Fees and expenses shall be payable by City at the time of Formation except as provided in subparagraph (A) above.

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 City, shall, at the option of City, 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 City, 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 the establishment of the tax increment district and successful execution of an economic development agreement with the Company; provided that City 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 Formation or the City.

3. Nature of Engagement; Relationships With Other Parties.

The role of TIF Counsel, generally, is to prepare or review the procedures and documentation relating to the establishment of a tax increment financing district pursuant to the Local Development Act. In performing its services in connection with the Formation, PFLG will act as special counsel to the City with respect to the Formation; i.e., PFLG will assist the City Attorney in representing City but only with respect to the Formation, in a manner not inconsistent with the role of TIF Counsel described above.

The City 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 Formation or the Project or that may be involved with or adverse to City in this or some other matter. PFLG agrees not to represent any such entity in connection with the Formation, during the term of this Agreement, without the consent of the City. Given the special, limited role of TIF Counsel described above, the City 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 City 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 City 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 City and PFLG.

PFLG may not assign its obligations under this Agreement without written consent of City except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. City may assign its rights and obligations under this Agreement to (but only to) any other public entity that completes the Formation. City shall not otherwise assign its rights and obligations under this Agreement without written consent of PFLG. All references to PFLG and City in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of City 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: Nathan D. Ellis, Esq.

CITY:

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

[Remainder of Page Left Blank Intentionally]

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

THE PUBLIC FINANCE LAW GROUP PLLC

By: _____
Nathan D. Ellis

THE CITY OF ENID, OKLAHOMA

By: _____
Title: Mayor
Date: February 23, 2017

EXHIBIT A

PROPOSED SCOPE OF SERVICES FORMATION OF TAX INCREMENT DISTRICT

Initial Feasibility Assessment

- Provide consultation with respect to a preliminary review and evaluation of the potential benefits and practicality of the formation of a tax increment or incentive district.

Project Plan Preparation

- Provide legal advice and consultation in development, drafting, and presentation of a project plan. A project plan generally includes the following elements:
 - Proposed district boundaries and improvements, including area eligibility determination
 - Estimated project costs, financing timeline, and assessment of financial impact
 - Existing and proposed maps of district
 - Proposed zoning, master plan, and ordinance changes
 - Designation of governmental entities and officials responsible for implementation
- Provide assistance in negotiation (as requested) and draft for approval an economic development agreement with each proposed business development entity; and

Official Review and Public Participation

- Provide legal advice and consultation with respect to procedures and actions for formal consideration of a tax increment or incentive district including:
 - Resolution initiating formal consideration and approval process and establishing a review committee
 - Presentations and/or attendance (as requested) at meetings with individuals, groups, and public bodies
 - Preparation of appropriate documents for review committee and planning commission consideration
 - Preparation of notices with respect to public meetings
 - Preparation of appropriate documents for formal approval and formation of district, including municipal ordinance

Implementation

- Preparation of appropriate documents for formal approval pertaining to an economic development agreement(s) with appropriate parties as contemplated by the Project Plan.
- Provide legal advice and consultation with respect to notices and communication with affected taxing jurisdictions; formulation of operating procedures and guidelines to assist the county assessor and county treasurer in the operation of the district.

Meeting Date: 02/23/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 11, ENTITLED "ZONING," CHAPTER 17, ENTITLED "FENCES," SECTION 11-17-2, ENTITLED "MATERIALS," TO ALLOW METAL FENCE PANELS; AMENDING SECTION 11-17-4, ENTITLED "SETBACKS AND VIEW RESTRICTIONS," TO ALLOW FENCES FOUR (4) FEET IN HEIGHT OR LESS TO BE CONSTRUCTED ADJACENT TO THE RIGHT-OF-WAY; AMENDING SECTION 11-17-6, ENTITLED "GENERAL STANDARDS AND REGULATIONS," TO REQUIRE THE EDGES OF METAL FENCES TO BE CAPPED OR OTHERWISE PROTECTED; AMENDING SECTION 11-17-7, ENTITLED "FRONT YARD FENCES," TO REMOVE THE SEPARATION OF PICKETS REQUIREMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

BACKGROUND:

This ordinance was reviewed at the January 19, 2017 Study Session. This ordinance allows metal fence panels, allow fences four (4) feet in height or less to be constructed adjacent to the right-of-way, and requires the edges of metal fences to be capped or otherwise protected and to remove the separation of pickets requirement.

RECOMMENDATION:

Approve Ordinance.

PRESENTER:

Andrea L. Chism, City Attorney

Attachments

Ordinance

ORDINANCE NO. 2017-_____

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 11, ENTITLED "ZONING," CHAPTER 17, ENTITLED "FENCES," SECTION 11-17-2, ENTITLED "MATERIALS," TO ALLOW METAL FENCE PANELS; AMENDING SECTION 11-17-4, ENTITLED "SETBACKS AND VIEW RESTRICTIONS," TO ALLOW FENCES FOUR (4) FEET IN HEIGHT OR LESS TO BE CONSTRUCTED ADJACENT TO THE RIGHT OF WAY; AMENDING SECTION 11-17-6, ENTITLED "GENERAL STANDARDS AND REGULATIONS," TO REQUIRE THE EDGES OF METAL FENCES TO BE CAPPED OR OTHERWISE PROTECTED; AMENDING SECTION 11-17-7, ENTITLED "FRONT YARD FENCES," TO REMOVE THE SEPARATION OF PICKETS REQUIREMENT; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

ORDINANCE

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

Section I: That Title 11, Chapter 17, Section 11-17-2 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

11-17-2: MATERIALS:

- A. Only picket, vinyl, split rail, chainlink, decorative wrought iron (or galvanized steel, aluminum or similar material having the appearance of), ribbed or corrugated metal panels, stone, brick, stucco or specialty concrete block shall be permitted. Collar activated, radio, wireless or other electronic pet containment systems are allowed.
- B. ~~Corrugated metal, sheet metal~~ Metal pieces, garage or other door panels, plywood sheets or other material not commonly used for fencing shall not be allowed in any zoning district. Barbed, chicken wire, hot wire or electric strand(s) fences shall not be allowed except in agricultural or industrial zoning districts.
- C. The architectural design and materials used shall harmonize with the main building to which the fence is accessory. (Ord. 2015-32, 10-20-2015)

Section II: That Title 11, Chapter 17, Section 11-17-4 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

11-17-4: SETBACKS AND VIEW RESTRICTIONS:

- A. Except as otherwise provided herein, the following setbacks shall apply to fences:

1. Minimum distances to front lot line: An Eight feet (8') setback is required if the fence is constructed with opaque or solid material exceeding four feet (4ft.) in height. No setback shall be required for other fences.
2. Minimum distance to side lot line: None.
3. Minimum distance to rear lot line: None.

B. View restrictions:

1. Fences shall not cause a view obstruction.
2. Hedges or other vegetation used as a barrier or in a manner similar to a fence shall not cause a view obstruction. (Ord. 2015-32, 10-20-2015)

Section III: That Title 11, Chapter 17, Section 11-17-6 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

11-17-6: GENERAL STANDARDS AND REGULATIONS:

- A. No person shall erect, place or construct a fence, in whole or in part, without first obtaining a building permit. An application for a permit shall be made by the owner or lessee, or by an agent or either, or by a licensed contractor employed in connection with the proposed work.
- B. Fences shall not obstruct any public walkway, even if said public walkway is on private property.
- C. Fences shall not obstruct any public right of way.
- D. Fences shall not obstruct any drainage easement, even if said drainage easement is on private property.
- E. Fences shall not obstruct the "sight triangle" as defined in section 11-17-1 of this chapter.
- F. Metal fences shall be capped on the top edge and level with or below the ground on the bottom.
- FG. Fences shall be kept in good repair and in a safe condition at all times by the property owner and/or tenant. (Ord. 2015-32, 10-20-2015)

Section IV: That Title 11, Chapter 17, Section 11-17-7 of the Enid Municipal Code, 2014, is hereby amended to read as follows:

11-17-7: FRONT YARD FENCES:

~~A. The minimum separation of pickets shall be two and one-half inches (2¹/₂").~~

BA. Spiked caps or spears shall not be used on pickets under five and one-half feet (5¹/₂') in height.

CB. No front yard fence shall be erected within twenty five feet (25') of the intersection of any public or private street. (Ord. 2015-32, 10-20-2015)

Section V: Repealer. All ordinances or parts thereof, which are inconsistent with this ordinance, are hereby repealed.

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

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

Section VIII: Codification. This ordinance shall be codified as Title 11, Chapter 17, Section 11-17-2, 11-17-4, 11-17-6 and 11-17-7 of the Enid Municipal Code, 2014.

PASSED AND APPROVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, on this 23rd day of February, 2017.

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

DRAFT

City Commission Meeting

8. 9.

Meeting Date: 02/23/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

CONSIDER A RESOLUTION APPOINTING ENIDBWP, LLC, AS THE DEVELOPER OF THE DOWNTOWN HOTEL AND RATIFYING THE MASTER DEVELOPMENT AGREEMENT BETWEEN THE ENID ECONOMIC DEVELOPMENT AUTHORITY AND ENIDBWP, LLC, AND AUTHORIZE THE CHAIRMAN OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE CLOSING WITH ENIDBWP, LLC.

BACKGROUND:

This is a companion item to 15.1.

The Enid Economic Development Authority (EEDA) will consider a Master Development Agreement with ENIDBWP, LLC. This resolution appoints ENIDBWP, LLC, as the developer of the downtown hotel, ratifies the agreement between EEDA and ENIDBWP, LLC, and authorizes the EEDA Chairman to execute all closing documents. Additionally, the resolution conveys the City's intent to transfer the property necessary for the development to the EEDA upon satisfaction of all of the conditions precedent.

RECOMMENDATION:

Approve resolution.

PRESENTER:

Andrea L. Chism, City Attorney

Attachments

Resolution

RESOLUTION APPOINTING ENIDBWP, LLC, AS THE DEVELOPER OF THE DOWNTOWN HOTEL AND RATIFYING THE MASTER DEVELOPMENT AGREEMENT BETWEEN THE ENID ECONOMIC DEVELOPMENT AUTHORITY AND ENIDBWP, LLC, AND AUTHORIZE THE CHAIRMAN OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE CLOSING WITH ENIDBWP, LLC.

RESOLUTION

WHEREAS, on February 23, 2017, the Enid Economic Development Authority (EEDA) will consider a Master Development Agreement with ENIDBWP, LLC; and,

WHEREAS, the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, created the EEDA to facilitate economic development activities in Enid and assist in developing and sustaining businesses to create a strong local economy, as well as focusing on redevelopment to enhance the community; and,

WHEREAS, the City, in partnership with the EEDA, is committed to the ongoing development of downtown Enid; and,

WHEREAS, in furtherance of its commitment, the City has solicited proposals for the development, financing, design, construction, and operations of a hotel in downtown Enid; and,

WHEREAS, the City will transfer the Development Property to the EEDA promptly, subsequent to the satisfaction by the Developer and the EEDA of the conditions precedent set forth in the Master Agreement prior to a closing date; and,

WHEREAS, the City desires to allow the EEDA to incentivize the Developer to construct and operate the Hotel and the Developer desires to accept such incentives in accordance with the terms set in the Master Development Agreement.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, that ENIDBWP, LLC, is hereby selected as the preferred developer of the downtown hotel; and,

BE IT FURTHER RESOLVED, that the City of Enid hereby ratifies the Master Development Agreement between the EEDA and ENIDBWP, LLC, and intends to convey the Development Property to the EEDA upon successful completion of all conditions precedent.

BE IT FURTHER RESOLVED, that the Chairman is hereby authorized, on behalf of the EEDA, to execute all documents necessary to complete the transactions identified by the Master Development Agreement which are necessary for closing.

PASSED AND APPROVED this 23rd day of February, 2017.

William E. Shewey, Chairman

(SEAL)

ATTEST:

Linda S. Parks, City Clerk

Approved as to Form and Legality:

Andrea L. Chism, City Attorney

DRAFT

City Commission Meeting

8. 10.

Meeting Date: 02/23/2017

Submitted By: Jenna Hillyard, Executive Assitant

SUBJECT:

CONSIDER A RESOLUTION TO EXECUTE A RIGHT-OF-WAY, PUBLIC UTILITY AND ENCROACHMENT AGREEMENT IN CONNECTION WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION, U.S. HIGHWAY 60 BRIDGE PROJECT, PROJECT NO. J2-4637(004); CITY PROJECT NO. R-1607.

BACKGROUND:

The Oklahoma Department of Transportation (ODOT) is undertaking the replacement of the US 60/US 81 bridge over the rail road tracks between Oak Avenue and Poplar Avenue. This agreement sets out the City's obligation to relocate City utilities and to assist the State in covering the costs of other utilities relocation not on current right-of-way.

At this time, this agreement does not anticipate any City utility conflicts or relocations. It does identify the City's share of other utility relocation costs at \$3,353.40.

The replacement of the bridge is considered an important local infrastructure priority and will improve the safety of the local transportation system.

RECOMMENDATION:

Approve resolution.

PRESENTER:

Robert Hitt, PE, City Engineer

Attachments

ODOT Resolution
Agreement

RESOLUTION

A RESOLUTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY, PUBLIC UTILITY AND ENCROACHMENT AGREEMENT IN CONNECTION WITH PROJECT NO. J2-4637(004), STATE PROJECT NO. J/P 24637(04)CONSTRUCTION, (05)R/W, AND (06)UTILITIES.

WHEREAS, the Oklahoma Department of Transportation is proposing construction of a bridge and approaches on U.S. 60 over the Burlington Northern Santa Fe Railroad approximately 0.9 mile north of U.S. 412; and,

WHEREAS, said improvements will require the City to grant to the Oklahoma Department of Transportation and its contractors, the right-of-entry to and the use of all existing streets, alleys, other City owned property, and other rights-of-way when required; and,

WHEREAS, the City of Enid will be required to relocate any and all utility facilities presently located on and in privately owned right-of-way necessary to accommodate the construction of said project, of which funds shall be equally shared with the Oklahoma Department of Transportation to assist in the cost of said utilities relocation; and

WHEREAS, the Mayor and Board of Commissioners have determined it to be reasonable and necessary to execute a Right-of-Way, Public Utility and Encroachment Agreement with the Oklahoma Department of Transportation.

NOW THEREFORE, BE IT RESOLVED by the City of Enid by and through its Mayor and Board of Commissioners hereby authorizes the execution of the Right-of-Way, Public Utility and Encroachment Agreement with the Oklahoma Department of Transportation for Project Number J2-4637(004), State Project Number J/P 24637 (04)Construction, (05)R/W, and (06)Utilities.

PASSED AND APPROVED this 23rd day of February 2017.

The City of Enid, Oklahoma

William E. Shewey, Mayor

(SEAL)

ATTEST:

Linda Parks, City Clerk

Approved as to form and legality:

Andrea Chism, City Attorney

**RIGHT-OF-WAY, PUBLIC UTILITY
AND ENCROACHMENT AGREEMENT**

This Agreement, entered into between the City of Enid, Garfield County, Oklahoma, hereinafter the City and the Department of Transportation of the State of Oklahoma, hereinafter the Department, in connection with the location and improvement of a portion of the State Highway System within the corporate limits of the City, now designated as US-60 under plans and specifications for Federal / State Aid Project No. J2-4637(004), State Job No. 24637(04) Construction, (05) R/W, (06) Utilities.

WITNESSETH

WHEREAS, it is mutually agreed between the parties that certain improvements should be made to the highway now as follows:

That the Department proposes construction of Bridge and Approaches, US-60 OVER BNSF RR APPROX. 0.9 MILE NORTH OF US-412.

WHEREAS, legislative authorization and the rules, regulations, and policies of the Department provide the basis of cooperation between the parties to effect such highway improvements.

NOW, THEREFORE, the parties hereto agree as follows:

The City agrees:

1. To the location of said highway, acknowledges receipt of and adopts the plans for said project as the official Bridge and Approach plans of the City for its streets, boulevards, or arterial highway included therein.
2. That prior to the advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:
 - (a) Grant to the Department and its contractors, the right-of-entry to and the use of all existing streets, alleys, and other City owned property when required, and other rights-of-way shown on said plans. Further, City shall not permit the vacation of any such street, alley or other rights-of-way within the limits of the project without the prior written approval of Chief, Right-of-Way & Utilities Division, Department of Transportation, State of Oklahoma.

- (b) Remove at its own expense, or cause the removal of, all encroachments on the existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations. Said removal shall be accomplished immediately on execution of this agreement and shall include necessary legal action where required.
- (c) Prohibit parking on that portion of the project within the corporate limits of the City.
- (d) Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulations for Oklahoma Highways" Rev. 5/96, in compliance with current Oklahoma Highway Commission Policy, 69 O.S. 2011 § 1210.
- (e) Maintain all right-of-way acquired for the construction of this project as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.

3. That City will:

- (a) Determine and locate, with the Department's approval, a detour route over existing City streets, if a re-routing of traffic or a detour is necessary during the period of construction.
- (b) Be responsible, during or subsequent to construction, for all costs, for the operation and any maintenance necessary to the approved detour route over existing City streets, or any other street as a result of additional traffic.
- (c) Be responsible for all costs for repairs or maintenance to any City street, during or subsequent to construction, which results from additional traffic where construction is performed under traffic.

- (d) To the extent permitted by the **Oklahoma Governmental Tort Claims Act**, Title 51 Oklahoma Statutes, 2011, § 151 *et seq.* and by Oklahoma Constitution Article 10, § 15, § 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, its officers and employees, and shall protect and defend at its own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City 's execution, performance, or failure to perform, a provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall require the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the Oklahoma Governmental Tort Claims Act, 51 O.S. 2011, § 151 *et seq.*, all such limitations, exemptions, and defenses shall be available to and maybe asserted by City. No liability shall attach to the Department except as expressly provided herein. Said indemnifications shall include all causes of action arising from contract, tort, negligence, condemnation or inverse condemnation.

- (e) Comply with all applicable laws and regulations necessary to meet the Oklahoma Department of Environmental Quality (ODEQ) requirements for pollution prevention including discharges from storm water runoff during the planning and design of this project. Further, the City agrees and stipulates as stated in the ODEQ-s *General Permit OKR10*, dated September 13, 2002, or latest revision to secure a storm water permit with the ODEQ, for utility relocations, when required. It is agreed that the storm water management plan for the project previously described in the document includes the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the storm water pollution prevention plan and the appropriate location map contained in the utility relocation plans.

4. That subsequent to the construction of said project, City will:

- (a) Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.

- (b) Erect, maintain, and operate traffic control signals, including speed limit and traffic control signs, only in accordance with 47 O.S. 2011, § 15-104, 15-105 and 15-106, and subject to the approval, direction and control of the Department.
- (c) Regulate and control traffic on said project, including, but not limited to, the speed of vehicles, parking, stopping and turns, in accordance with 47 O.S. 2011, § 15-104, *et. seq.* and to make no changes in the provisions thereof without the approval of the Department.
- (d) Maintain all that part of said project within the corporate limits of the Underwriter between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. 2011, § 901 and all other applicable law.

The City shall also maintain any public road on Department owned right-of-way not connected to the highway nor allowing access to the highway. All maintenance shall be in accordance with 69 O.S. 2011, § 901 and all other applicable law.

5. If any existing, future or proposed local statute, ordinance, court order, rule policy, or other directive, including but not limited to, those that relate to right-of-way acquisition, encroachment removal, acquisition or relocation of outdoor advertising signs or structures or storm water drainage facilities, that are more restrictive than state or federal regulations, including all applicable Federal and State laws regarding the erecting, maintaining, and relocation of outdoor advertising signs or any other locally proposed changes, including, but not limited to, plats or re-plats, that results in any increased costs for right-of-way acquisitions, removal of encroachments, or the relocation, erecting, or maintaining of outdoor advertising signs or structures or storm water drainage facilities, City shall be solely responsible for all such related costs as the same are determined at the sole discretion of the Department, when such increased costs, including but not limited to relocation, acquisition, or litigation costs, are associated with any existing, future or proposed local statute, ordinance, court order, rule, policy, or other directive or change.
6. That all covenants of this Agreement shall apply to any area hereinafter annexed to the City which lies within the limits of this project.
7. That City will, by resolution, duly authorize the execution of this Agreement by the proper officials, and attach copies of such resolution to this Agreement.

8. That the participation in the necessary adjustments of utilities between the undersigned parties shall be as follows:

- (a) The Department shall coordinate all the necessary utility adjustments with the owner(s) having utility facilities within the project limits.
- (b) The City and the Department shall equally share, and each shall be financially responsible for one-half, the total cost of adjustments of any and all utility facilities presently located on and in privately owned right-of-way necessary to accommodate the construction of said project, whether such utilities are publicly or privately owned, including all pipelines, water lines, telephone lines, fiber optic cables, power lines, sewer lines, fire hydrants, light poles, and other such service installations. In the event the Department secures federal financial participation in the cost of these utility adjustments, the City shall not participate in the cost of adjusting City -owned utility facilities on private right-of-way. The local share of such costs shall be borne solely by the Department.
- (c) Any and all monetary expenditures necessary to accomplish the adjustments of utility facilities presently located on and in public right-of-way shall be borne entirely by the owner(s) of the affected utilities except those public water and sanitary sewer systems specifically exempt in 69 O.S. 2011, § 1403(f). The City shall protect and indemnify the State from any expenses and liabilities resulting from these utility adjustments.

It is further agreed and understood between the parties that the City will pay to the Department the City's share of the actual utility adjustment costs of utility facilities relocated from private right-of-way promptly upon receipt of the Department's statement as the amounts become known.

9. The Department understands and acknowledges that the City is a municipal corporation and a charter City created and existing under the Constitution and Laws of the State of Oklahoma. The Department further acknowledges and understands that the obligations, duties and liabilities under this Agreement, including but not necessarily limited to all covenants to pay reimbursement or make payment from City funds, to provide City funds to acquire properties, to provide City funds to maintain and operate facilities, improvements, or rights of way, to annually provide City funds for maintenance, personnel and/or equipment, and/or to provide City funds for inspection are subject to annual appropriation of the City Council of the City and the availability of funds for such purpose.

IN CONSIDERATION of the grants and covenants by the City herein contained and the faithful performance thereof by the City, the Department agrees to construct

said project in accordance with said plans and specifications; provided that the right to make such changes in the plans and specifications as are necessary for the proper construction of said project is reserved to the Department.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, the City on the day of _____, 20_____, and the State on the day of _____, 20_____.

(SEAL)

ATTEST:

CITY OF ENID

CITY CLERK

MAYOR

REVIEWED AND APPROVED AS TO
FORM AND LEGALITY

STATE OF OKLAHOMA
DEPARTMENT OF
TRANSPORTATION

CHIEF, LEGAL DIVISION (ODOT)

DIRECTOR

City Commission Meeting

9. 1.

Meeting Date: 02/23/2017

Submitted By: Jenna Hillyard, Executive Assitant

SUBJECT:

ACCEPT SANITARY SEWER IMPROVEMENT PROJECT TO SERVE HEARTHSTONE FARMS ADDITION, BLOCK 2, LOTS 6-9, PROJECT NO. S-1407A.

BACKGROUND:

This privately funded project was permitted in August 2013 and construction was completed in October 2013 in accordance with City standards. As-Built drawings have now been received. The developer has completed all work and the project is presented for acceptance. The one-year material and workmanship guarantee on this project will commence upon acceptance of this improvement.

RECOMMENDATION:

Accept improvement.

PRESENTER:

Robert Hitt, PE, City Engineer

City Commission Meeting

9. 2.

Meeting Date: 02/23/2017

Submitted By: Jenna Hillyard, Executive Assitant

SUBJECT:

ACCEPT OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY (ODEQ) PERMIT TO CONSTRUCT A SANITARY SEWER LINE FOR BOBSFARM DEVELOPMENT, PROJECT NO. S-1709.

BACKGROUND:

ODEQ approved a permit to construct 80 linear feet of twelve-inch PVC sanitary sewer line to serve the Bobsfarm development, Garfield County, Oklahoma.

Upon acceptance of Permit No. SL000024170026 by the Commission, it will be recorded as a permanent record.

RECOMMENDATION:

Accept ODEQ permit.

PRESENTER:

Lucky Airehrour, Project Engineer

City Commission Meeting

9. 3.

Meeting Date: 02/23/2017

Submitted By: Jenna Hillyard, Executive Assitant

SUBJECT:

ACCEPT PUBLIC HIGHWAY EASEMENT FROM TRANSPORTATION PARTNERS AND LOGISTICS, LLC, A WYOMING LIMITED LIABILITY COMPANY, FOR THE 66TH STREET INDUSTRIAL ACCESS IMPROVEMENT PROJECT, PROJECT NO. R-1701A.

BACKGROUND:

This public highway easement will provide additional right-of-way to allow for grading, drainage and surface improvements on the 66th Street project at no cost to the City.

RECOMMENDATION:

Accept easement.

PRESENTER:

Robert Hitt, PE, City Engineer

City Commission Meeting

9. 4.

Meeting Date: 02/23/2017

Submitted By: Jenna Hillyard, Executive Assitant

SUBJECT:

APPROVE AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT), FOR THE CONSTRUCTION OF INDUSTRIAL ACCESS, PROJECT NO. SAP-224B(043) J/P NO. 32677(04), CITY PROJECT NO. R-1701.

BACKGROUND:

The application for improving 66th Street form US 412 north 1 mile as an industrial access improvement was approved by the Oklahoma Highway Commission. This item will approve the agreement setting out that the City of Enid shall bid out and construct the improvement and ODOT shall reimburse the City for project construction costs and construction engineering activities in an amount not to exceed \$1,190,000.00 (one million one hundred ninety thousand dollars).

The project is designed and being bid to extend the improvement for an additional 1/2 mile to connect to Willow Road. The City of Enid and funds leased by Transportation Partners and Logistics, LLC (TP&L) will make up the additional funds to cover the estimated total cost of \$2.5 million for the work.

RECOMMENDATION:

Approve agreement.

PRESENTER:

Robert Hitt, P.E., City Engineer

City Commission Meeting

9. 5.

Meeting Date: 02/23/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

APPROVAL OF CHANGE ORDER NO. 1 WITH CONTECH, INC., BROKEN ARROW, OKLAHOMA, FOR A.I.P. PROJECT NO. 3-40-0028-027-2016, CONSTRUCT APRON AT ENID WOODRING REGIONAL AIRPORT, IN THE DEDUCT AMOUNT OF \$4,156.00; AND ACCEPT PROJECT AS COMPLETED BY THE CONTRACTOR.

BACKGROUND:

The project to construct a new parking apron at Woodring Regional Airport by Contech, Inc. has been completed and inspected. Change Order No. 1 is the recapitulation of quantities that reduced the contract by \$4,156.00, resulting in a final contract cost of \$409,058.00.

RECOMMENDATION:

Approve Change Order No. 1 and accept project.

PRESENTER:

Dan Ohnesorge, Airport Director

Fiscal Impact

Budgeted Y/N: Y

Amount: \$409,058.00

Funding Source:

FAA and OSMPC grants and airport fund

City Commission Meeting

9. 6.

Meeting Date: 02/23/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

CONSIDER THE AWARD AND EXECUTION OF CONTRACTS WITH CLM MOWING, ALVARADO'S QUALITY SERVICE, GORE GROUND WORKZ, CUSTOM CUTTERS, RON MANNING MOWING, DEAL LAWN CARE, AND BIG K MOWING FOR MOWING AND CLEANING OF LOTS FOR CALENDAR YEAR 2017.

BACKGROUND:

The City's abatement program relies on private contractors to provide labor necessary to eliminate the accumulation of high grass and weeds and trash and debris throughout the community. The 2016-2017 budgeted amount for mowing and cleaning is \$35,000.00. The City awards contracts to the successful bidders for such work annually.

The City received bids from eleven (11) contractors shown low to high:

	<i>1/4 acre or less</i>	<i>1/4-1/2 acre</i>
Drewke and Son's Lawn Care	\$60.00	\$120.00
CLM Mowing	\$60.00	\$150.00
Alvarado's Quality Service	\$64.00	\$134.00
Gore Ground Workz	\$65.00	\$120.00
Custom Cutters	\$70.00	\$120.00
Ron Manning Mowing	\$70.00	\$140.00
Deal Lawn Care	\$75.00	\$150.00
Big K Mowing	\$75.00	\$150.00
Pure Lawn Care	\$84.00	\$168.00
L&M Home Maintenance	\$85.00	\$190.00
Girls Getter Done	\$90.00	\$160.00

Contractors are selected based on qualifications and price bid per lot to perform the required services. A minimum of five (5) contractors are required in order to adequately meet the City's abatement program's needs. It has been determined by staff that CLM Mowing, Alvarado's Quality Service, Gore Ground Workz, Custom Cutters, Ron Manning Mowing, Deal Lawn Care and Big K Mowing submitted the lowest responsive bids. Drewke & Son's Lawn Care was the low bid, but not selected to be awarded a contract due to contractual issues that occurred in the 2016 mowing year.

RECOMMENDATION:

Award and execute contracts with CLM Mowing, Alvarado's Quality Service, Gore Ground Workz, Custom Cutters, Ron Manning Mowing, Deal Lawn Care and Big K Mowing.

PRESENTER:

Angela Rasmuson, Code Official

Attachments

Canvas of Bids

**PROPOSAL
FOR
MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2017
FOR
THE CITY OF ENID, OKLAHOMA**

**TO: MAYOR AND BOARD OF COMMISSIONERS
CITY OF ENID, OKLAHOMA**

I, the undersigned, do hereby propose to furnish F.O.B. to the City of Enid, Oklahoma, with Oklahoma State, local and Federal tax excluded, **MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2017**, in compliance with the specifications, at the following prices, to-wit:

- | | | |
|----|---|---------------|
| A. | Per lot if lot size is equal to or less than 1/4 acre in size | <u>60.00</u> |
| B. | Per lot if lot size is between 1/4 acre to 1/2 acre in size | <u>150.00</u> |

BIDDER COMPANY NAME: CLM mowing
CONTACTS EMAIL: Coltina-Manning07@hotmail.com
CONTACTS PHONE #: 580-402-2826
STREET ADDRESS: 2549 Everitt
MAILING ADDRESS: 2549 Everitt
CITY, STATE & ZIP CODE: Enid Oklahoma 73703
SIGNED BY (Type or Print): Colton Manning
TITLE: owner
SIGNATURE: Colton Manning
DATE: 1-4-17



BUSINESS RELATIONSHIP AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
COUNTY OF Garfield) ss:

Colton Manning (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 1. I am the duly authorized agent of CLM mowing (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid").
2. My position in the above named company is Owner.
3. Affiant further states the nature of any partnership, joint venture, or other business relationship presently in effect, or which existed within one (1) year prior to the date of this Affidavit, with the architect, engineer, or other party to the project is as follows:

none
(if none, so state)

- 4. Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this Affidavit between any official or director of the architectural or engineering firm or any other party to the project is as follows:

none

(if none, so state)

5. Affiant further states that the names of all persons who have any such business relationship and the positions they hold with their respective companies or firms are as follows:

(if none, so state)

Further, Affiant saith not.

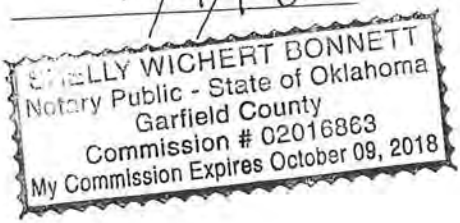
Colton Manning
Signature of Authorized Agent

Owner
Title (printed)

Subscribed and sworn to before me this 4 day of January, ~~2016~~ 2017

(SEAL)
My commission expires:

10/9/18



Stelly Wichert Bonnett
Notary Public



NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
COUNTY OF Garfield) ss:

Colton Manning (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 6. I am the duly authorized agent of ChM Mowing (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid"), for the purpose of certifying the facts pertaining to the existence or nonexistence of collusion among bidders or between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the award of any contract associated with the bid attached to this document;
7. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;
8. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to: Any collusion among bidders to restrain the freedom of competition by agreement to bid at a fixed price or to refrain from bidding; Any collusion with any municipal official or employee as to quantity, quality, or price in the bid or contemplated contract, or as to any other terms of such bid or contemplated contract; nor any discussions between bidders and any municipal official or employee concerning the exchange of money or other thing of value for special consideration in the award of the contemplated contract.

Further, Affiant saith not.

Colton Manning Signature of Authorized Agent

Owner Title (printed)

Subscribed and sworn to before me this 4th day of January, 2016. 2017 (SEAL)

My commission expires: 10/9/18

Notary Public signature and stamp: SHELLY WICHERT BONNER, Notary Public - State of Oklahoma, Garfield County, Commission # 02016883, My Commission Expires October 09, 2018

**PROPOSAL
FOR
MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2017
FOR
THE CITY OF ENID, OKLAHOMA**

**TO: MAYOR AND BOARD OF COMMISSIONERS
CITY OF ENID, OKLAHOMA**

I, the undersigned, do hereby propose to furnish F.O.B. to the City of Enid, Oklahoma, with Oklahoma State, local and Federal tax excluded, **MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2017**, in compliance with the specifications, at the following prices, to-wit:

- A. Per lot if lot size is equal to or less than 1/4 acre in size
- B. Per lot if lot size is between 1/4 acre to 1/2 acre in size

64⁰⁰
134⁰⁰

BIDDER COMPANY NAME: Alvarado's Quality Lawn Service LLC
CONTACTS EMAIL: joestalvarado2064@sbcglobal.net
CONTACTS PHONE #: (580) 554-7277 / 242-8717 or 554-7278
STREET ADDRESS: 1807 N Grand Ave
MAILING ADDRESS: P.O. Box 503
CITY, STATE & ZIP CODE: Enid, OK. 73702
SIGNED BY (Type or Print): Jose Alvarado
TITLE: Owner
SIGNATURE: Jose Alvarado
DATE: 12-29-16



BUSINESS RELATIONSHIP AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
COUNTY OF Garfield) ss:

Jose Alvarado (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 1. I am the duly authorized agent of Alvarados Quality Service LLC (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid").
2. My position in the above named company is Owner.
3. Affiant further states the nature of any partnership, joint venture, or other business relationship presently in effect, or which existed within one (1) year prior to the date of this Affidavit, with the architect, engineer, or other party to the project is as follows:

N/A
(if none, so state)

- 4. Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this Affidavit between any official or director of the architectural or engineering firm or any other party to the project is as follows:

(if none, so state)

5. Affiant further states that the names of all persons who have any such business relationship and the positions they hold with their respective companies or firms are as follows:

(if none, so state)

Further, Affiant saith not.

Jese Alvarado
Signature of Authorized Agent

owner
Title (printed)

Subscribed and sworn to before me this 29th day of December, 2016.

(SEAL)
My commission expires:
9-25-20

Sarah Buffalo
Notary Public

SARAH BUFFALO
NOTARY PUBLIC - STATE OF OKLAHOMA
COMMISSION #12009099
MY COMMISSION EXPIRES 09-25-2020



NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
) ss:
COUNTY OF Garfield)

Jose Alvarado (Contractor's Authorized Agent), of lawful age,
being first duly sworn upon his/her oath, states:

- 6. I am the duly authorized agent of Alvarado's Lawn Serv. (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid"), for the purpose of certifying the facts pertaining to the existence or nonexistence of collusion among bidders or between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the award of any contract associated with the bid attached to this document;
7. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;
8. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to: Any collusion among bidders to restrain the freedom of competition by agreement to bid at a fixed price or to refrain from bidding; Any collusion with any municipal official or employee as to quantity, quality, or price in the bid or contemplated contract, or as to any other terms of such bid or contemplated contract; nor any discussions between bidders and any municipal official or employee concerning the exchange of money or other thing of value for special consideration in the award of the contemplated contract.

Further, Affiant saith not.

Jose Alvarado
Signature of Authorized Agent

Jose Alvarado
Title (printed)

Subscribed and sworn to before me this 3rd day of Jan, 2017.

(SEAL)
My commission expires:
9-25-20

Sarah Buffalo
Notary Public



PROPOSAL
FOR
MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2017
FOR
THE CITY OF ENID, OKLAHOMA

TO: MAYOR AND BOARD OF COMMISSIONERS
CITY OF ENID, OKLAHOMA

I, the undersigned, do hereby propose to furnish F.O.B. to the City of Enid, Oklahoma, with Oklahoma State, local and Federal tax excluded, MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2017, in compliance with the specifications, at the following prices, to-wit:

- A. Per lot if lot size is equal to or less than 1/4 acre in size \$65.00
- B. Per lot if lot size is between 1/4 acre to 1/2 acre in size \$120.00

BIDDER COMPANY NAME: Gore Ground Workz

CONTACTS EMAIL: kirkgore2@gmail.com

CONTACTS PHONE #: 580-231-1469

STREET ADDRESS: 1021 Quail Ridge

MAILING ADDRESS: 1021 Quail Ridge

CITY, STATE & ZIP CODE: Enid, OK 73703

SIGNED BY (Type or Print): KG : Kirk Gore

TITLE: Owner

SIGNATURE: KG

DATE: 12-13-16



BUSINESS RELATIONSHIP AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
COUNTY OF Garfield) ss:

Kirk Gore (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 1. I am the duly authorized agent of Gore Ground Works (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid").
2. My position in the above named company is Owner
3. Affiant further states the nature of any partnership, joint venture, or other business relationship presently in effect, or which existed within one (1) year prior to the date of this Affidavit, with the architect, engineer, or other party to the project is as follows:

None

(if none, so state)

- 4. Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this Affidavit between any official or director of the architectural or engineering firm or any other party to the project is as follows:

None

(if none, so state)

5. Affiant further states that the names of all persons who have any such business relationship and the positions they hold with their respective companies or firms are as follows:

None

(if none, so state)

Further, Affiant saith not.

[Signature]
Signature of Authorized Agent

Owner
Title (printed)



Subscribed and sworn to before me this 13th day of December, 2016.

My commission expires:

[Signature]
Notary Public



NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
COUNTY OF Garfield) ss:

Kirk Gore (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 6. I am the duly authorized agent of Gore Ground Workz (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid"), for the purpose of certifying the facts pertaining to the existence or nonexistence of collusion among bidders or between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the award of any contract associated with the bid attached to this document;
7. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;
8. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to: Any collusion among bidders to restrain the freedom of competition by agreement to bid at a fixed price or to refrain from bidding; Any collusion with any municipal official or employee as to quantity, quality, or price in the bid or contemplated contract, or as to any other terms of such bid or contemplated contract; nor any discussions between bidders and any municipal official or employee concerning the exchange of money or other thing of value for special consideration in the award of the contemplated contract.

Further, Affiant saith not.

[Signature]
Signature of Authorized Agent

Owner
Title (printed)



Subscribed and sworn to before me this 13th day of December, 2016.

[Signature]
Notary Public

PROPOSAL
FOR
MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2017
FOR
THE CITY OF ENID, OKLAHOMA

TO: MAYOR AND BOARD OF COMMISSIONERS
CITY OF ENID, OKLAHOMA

I, the undersigned, do hereby propose to furnish F.O.B. to the City of Enid, Oklahoma, with Oklahoma State, local and Federal tax excluded, MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2017, in compliance with the specifications, at the following prices, to-wit:

- A. Per lot if lot size is equal to or less than 1/4 acre in size \$ 70⁰⁰
- B. Per lot if lot size is between 1/4 acre to 1/2 acre in size \$ 120⁰⁰

BIDDER COMPANY NAME: Royce McDowell / custom cutters

CONTACTS EMAIL: _____

CONTACTS PHONE #: 580-542-3021

STREET ADDRESS: 517 Applewood

MAILING ADDRESS: same

CITY, STATE & ZIP CODE: Enid, OKIA, 73701

SIGNED BY (Type or Print): Royce McDowell

TITLE: owner

SIGNATURE: Royce McDowell

DATE: 1-2-17



BUSINESS RELATIONSHIP AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
COUNTY OF Garfield) ss:

Royce McDowell (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 1. I am the duly authorized agent of Custom Cutters (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid").
2. My position in the above named company is owner.
3. Affiant further states the nature of any partnership, joint venture, or other business relationship presently in effect, or which existed within one (1) year prior to the date of this Affidavit, with the architect, engineer, or other party to the project is as follows:

Blank lines for additional information regarding business relationships.

(if none, so state)

- 4. Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this Affidavit between any official or director of the architectural or engineering firm or any other party to the project is as follows:

NONE

(if none, so state)

5. Affiant further states that the names of all persons who have any such business relationship and the positions they hold with their respective companies or firms are as follows:

(if none, so state)

Further, Affiant saith not.

Royce McDowell
Signature of Authorized Agent

OWNER
Title (printed)

Subscribed and sworn to before me this 2nd day of January, 2017, ~~2016.~~

(SEAL)
My commission expires:

7/3/17



Karen Atherton
Notary Public #01011069



NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
COUNTY OF Garfield) ss:

Royce McDowell (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 6. I am the duly authorized agent of Custom Cutters (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid"), for the purpose of certifying the facts pertaining to the existence or nonexistence of collusion among bidders or between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the award of any contract associated with the bid attached to this document;
7. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;
8. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to: Any collusion among bidders to restrain the freedom of competition by agreement to bid at a fixed price or to refrain from bidding; Any collusion with any municipal official or employee as to quantity, quality, or price in the bid or contemplated contract, or as to any other terms of such bid or contemplated contract; nor any discussions between bidders and any municipal official or employee concerning the exchange of money or other thing of value for special consideration in the award of the contemplated contract.

Further, Affiant saith not.

Royce McDowell
Signature of Authorized Agent

OWNER
Title (printed)

Subscribed and sworn to before me this 2nd day of January 2017 (SEAL) 2016

My commission expires: 7-3-17

Haven Ashton
Notary Public #01011069

PROPOSAL
FOR
MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2017
FOR
THE CITY OF ENID, OKLAHOMA

TO: MAYOR AND BOARD OF COMMISSIONERS
CITY OF ENID, OKLAHOMA

I, the undersigned, do hereby propose to furnish F.O.B. to the City of Enid, Oklahoma, with Oklahoma State, local and Federal tax excluded, MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2017, in compliance with the specifications, at the following prices, to-wit:

- A. Per lot if lot size is equal to or less than 1/4 acre in size 70
- B. Per lot if lot size is between 1/4 acre to 1/2 acre in size 140

BIDDER COMPANY NAME: Ron Manning Mowing

CONTACTS EMAIL: ron.manning@att.net

CONTACTS PHONE #: 580-542-8430


STREET ADDRESS: 3640 Edgewater

MAILING ADDRESS: 3640 Edgewater

CITY, STATE & ZIP CODE: Enid, Okla 73707

SIGNED BY (Type or Print): Ron Manning

TITLE: Owner

SIGNATURE: 

DATE: 1/4/17



BUSINESS RELATIONSHIP AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
COUNTY OF Garfield) ss:

Ron Manning (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 1. I am the duly authorized agent of Ron Manning Mowing (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid").
2. My position in the above named company is Owner.
3. Affiant further states the nature of any partnership, joint venture, or other business relationship presently in effect, or which existed within one (1) year prior to the date of this Affidavit, with the architect, engineer, or other party to the project is as follows:

None

(if none, so state)

- 4. Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this Affidavit between any official or director of the architectural or engineering firm or any other party to the project is as follows:

None


(if none, so state)

5. Affiant further states that the names of all persons who have any such business relationship and the positions they hold with their respective companies or firms are as follows:

None

(if none, so state)

Further, Affiant saith not.




Signature of Authorized Agent

Ron Manning

Title (printed)

Subscribed and sworn to before me this 4th day of Jan, ~~2016~~ 2017

(SEAL)
My commission expires:
10/9/18



Notary Public





NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
COUNTY OF Garfield) ss:

Ron Manning (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 6. I am the duly authorized agent of Ron Manning Mowing Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid"), for the purpose of certifying the facts pertaining to the existence or nonexistence of collusion among bidders or between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the award of any contract associated with the bid attached to this document;
7. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;
8. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to: Any collusion among bidders to restrain the freedom of competition by agreement to bid at a fixed price or to refrain from bidding; Any collusion with any municipal official or employee as to quantity, quality, or price in the bid or contemplated contract, or as to any other terms of such bid or contemplated contract; nor any discussions between bidders and any municipal official or employee concerning the exchange of money or other thing of value for special consideration in the award of the contemplated contract.

Further, Affiant saith not.

[Signature]
Signature of Authorized Agent

Ron Manning
Title (printed)

Subscribed and sworn to before me this 4th day of January, 2016 2017 (SEAL)

My commission expires: 10/09/18

[Signature]
Notary Public



**PROPOSAL
FOR
MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2017
FOR
THE CITY OF ENID, OKLAHOMA**

**TO: MAYOR AND BOARD OF COMMISSIONERS
CITY OF ENID, OKLAHOMA**

I, the undersigned, do hereby propose to furnish F.O.B. to the City of Enid, Oklahoma, with Oklahoma State, local and Federal tax excluded, **MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2017**, in compliance with the specifications, at the following prices, to-wit:

- A. Per lot if lot size is equal to or less than 1/4 acre in size
- B. Per lot if lot size is between 1/4 acre to 1/2 acre in size

\$ 75.⁰⁰
\$ 150.⁰⁰

BIDDER COMPANY NAME: DEAL LAWN CARE
CONTACTS EMAIL: redji@suddenlink.net
CONTACTS PHONE #: 580-603-4113
STREET ADDRESS: 2805 W. Randolph
MAILING ADDRESS: 2805 W. Randolph
CITY, STATE & ZIP CODE: Enid, Oklahoma 73703
SIGNED BY (Type or Print): Robert E. DEAL II
TITLE: OWNER/OPERATOR
SIGNATURE: [Signature]
DATE: 28 December 2016



BUSINESS RELATIONSHIP AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
COUNTY OF Garfield) ss:

Robert E. Deal II (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 1. I am the duly authorized agent of DEAL LEVIN CARE (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid").
2. My position in the above named company is OWNER OPERATOR.
3. Affiant further states the nature of any partnership, joint venture, or other business relationship presently in effect, or which existed within one (1) year prior to the date of this Affidavit, with the architect, engineer, or other party to the project is as follows:

NONE

(if none, so state)

- 4. Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this Affidavit between any official or director of the architectural or engineering firm or any other party to the project is as follows:

NONE

(if none, so state)

5. Affiant further states that the names of all persons who have any such business relationship and the positions they hold with their respective companies or firms are as follows:

NONE

(if none, so state)

Further, Affiant saith not.

[Signature]

Signature of Authorized Agent

Owner/Operator

Title (printed)

Subscribed and sworn to before me this 3rd day of January, ~~2016~~ ²⁰¹⁷.

(SEAL)
My commission expires:

2-10-18

[Signature]

Notary Public





NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
COUNTY OF Garfield) ss:

(Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 6. I am the duly authorized agent of DEAL LAWN CARE (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid"), for the purpose of certifying the facts pertaining to the existence or nonexistence of collusion among bidders or between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the award of any contract associated with the bid attached to this document;
7. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;
8. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to: Any collusion among bidders to restrain the freedom of competition by agreement to bid at a fixed price or to refrain from bidding; Any collusion with any municipal official or employee as to quantity, quality, or price in the bid or contemplated contract, or as to any other terms of such bid or contemplated contract; nor any discussions between bidders and any municipal official or employee concerning the exchange of money or other thing of value for special consideration in the award of the contemplated contract.

Further, Affiant saith not.

[Signature]
Signature of Authorized Agent
Owner/Operator
Title (printed)

Subscribed and sworn to before me this 3rd day of January, 2017, 2016.

(SEAL)
My commission expires: 2-10-18

[Signature]
Notary Public



**PROPOSAL
FOR
MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2017
FOR
THE CITY OF ENID, OKLAHOMA**

**TO: MAYOR AND BOARD OF COMMISSIONERS
CITY OF ENID, OKLAHOMA**

I, the undersigned, do hereby propose to furnish F.O.B. to the City of Enid, Oklahoma, with Oklahoma State, local and Federal tax excluded, **MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2017**, in compliance with the specifications, at the following prices, to-wit:

- | | | |
|----|---|---------------|
| A. | Per lot if lot size is equal to or less than 1/4 acre in size | <u>75.00</u> |
| B. | Per lot if lot size is between 1/4 acre to 1/2 acre in size | <u>150.00</u> |

BIDDER COMPANY NAME: Big K Mowing

CONTACTS EMAIL: _____

CONTACTS PHONE #: 580-554-5102

STREET ADDRESS: 1026 N 13th

MAILING ADDRESS: 1026 N 13th

CITY, STATE & ZIP CODE: Enid, OK 73701

SIGNED BY (Type or Print): Kenny Hayes Kenny Hayes

TITLE: Owner

SIGNATURE: Kenny Hayes

DATE: _____



BUSINESS RELATIONSHIP AFFIDAVIT

To Accompany Contractor's Bid

STATE OF OKLAHOMA)
COUNTY OF GARFIELD) ss:

Kenny Hayes (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 1. I am the duly authorized agent of Big K Mowing (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid").
2. My position in the above named company is Owner.
3. Affiant further states the nature of any partnership, joint venture, or other business relationship presently in effect, or which existed within one (1) year prior to the date of this Affidavit, with the architect, engineer, or other party to the project is as follows:

NONE
(if none, so state)

- 4. Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this Affidavit between any official or director of the architectural or engineering firm or any other party to the project is as follows:

NONE

(if none, so state)

5. Affiant further states that the names of all persons who have any such business relationship and the positions they hold with their respective companies or firms are as follows:

NONE

(if none, so state)

Further, Affiant saith not.

Kenny Hayes
Signature of Authorized Agent

Kenny Hayes
Title (printed)

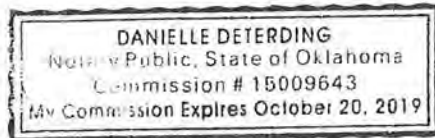
Subscribed and sworn to before me this 12 day of December, 2016.

(SEAL)

My commission expires:

10/20/2019

[Signature]
Notary Public





NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
COUNTY OF Garfield) ss:

Kenny Hayes (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 6. I am the duly authorized agent of Big K Mowing (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid"), for the purpose of certifying the facts pertaining to the existence or nonexistence of collusion among bidders or between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the award of any contract associated with the bid attached to this document;
7. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;
8. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to: Any collusion among bidders to restrain the freedom of competition by agreement to bid at a fixed price or to refrain from bidding; Any collusion with any municipal official or employee as to quantity, quality, or price in the bid or contemplated contract, or as to any other terms of such bid or contemplated contract; nor any discussions between bidders and any municipal official or employee concerning the exchange of money or other thing of value for special consideration in the award of the contemplated contract.

Further, Affiant saith not.

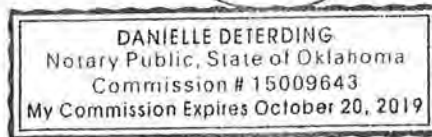
Kenny Hayes Signature of Authorized Agent

Kenny Hayes Title (printed)

Subscribed and sworn to before me this 12 day of December, 2016. (SEAL)

My commission expires: 10/20/2019

[Signature] Notary Public



PROPOSAL
FOR
MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2017
FOR
THE CITY OF ENID, OKLAHOMA

TO: MAYOR AND BOARD OF COMMISSIONERS
CITY OF ENID, OKLAHOMA

I, the undersigned, do hereby propose to furnish F.O.B. to the City of Enid, Oklahoma, with Oklahoma State, local and Federal tax excluded, MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2017, in compliance with the specifications, at the following prices, to-wit:

- A. Per lot if lot size is equal to or less than 1/4 acre in size \$60⁰⁰
- B. Per lot if lot size is between 1/4 acre to 1/2 acre in size \$120⁰⁰

BIDDER COMPANY NAME: Drewke & Sons Lawn Care
CONTACTS EMAIL: DREWKMAN11@gmail.com
CONTACTS PHONE #: 580-402-3125
STREET ADDRESS: 406 Wolfe
MAILING ADDRESS: 406 Wolfe
CITY, STATE & ZIP CODE: Fairmont, OK 73734
SIGNED BY (Type or Print): JAMES M DREWKE
TITLE: Owner
SIGNATURE: James M Drewke
DATE: 12/12/16



BUSINESS RELATIONSHIP AFFIDAVIT

To Accompany Contractor's Bid

STATE OF OKLAHOMA)
COUNTY OF Garfield) ss:

JAMES MICHAEL DREWKE (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 1. I am the duly authorized agent of DREWKE & SONS LAWN CARE (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid").
2. My position in the above named company is OWNER.
3. Affiant further states the nature of any partnership, joint venture, or other business relationship presently in effect, or which existed within one (1) year prior to the date of this Affidavit, with the architect, engineer, or other party to the project is as follows:

NONE

(if none, so state)

- 4. Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this Affidavit between any official or director of the architectural or engineering firm or any other party to the project is as follows:

NONE

(if none, so state)

5. Affiant further states that the names of all persons who have any such business relationship and the positions they hold with their respective companies or firms are as follows:

None

(if none, so state)

Further, Affiant saith not.

James M. Decker
Signature of Authorized Agent

James M. Decker
Title (printed)

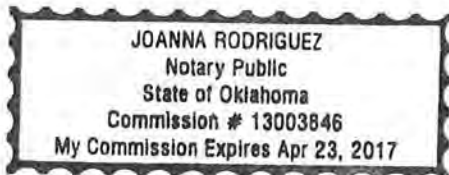
Subscribed and sworn to before me this 12th day of December, 2016.

(SEAL)

My commission expires:

04-23-17

Joanna Rodriguez
Notary Public





NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STATE OF OKLAHOMA)
COUNTY OF Garfield) ss:

James Michael Dzewke (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 6. I am the duly authorized agent of Dzewke & Sons Lawn Care (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid"), for the purpose of certifying the facts pertaining to the existence or nonexistence of collusion among bidders or between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the award of any contract associated with the bid attached to this document;
7. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;
8. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to: Any collusion among bidders to restrain the freedom of competition by agreement to bid at a fixed price or to refrain from bidding; Any collusion with any municipal official or employee as to quantity, quality, or price in the bid or contemplated contract, or as to any other terms of such bid or contemplated contract; nor any discussions between bidders and any municipal official or employee concerning the exchange of money or other thing of value for special consideration in the award of the contemplated contract.

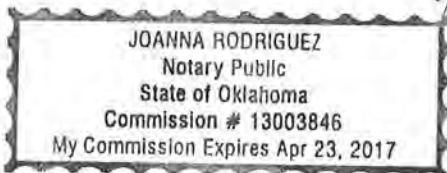
Further, Affiant saith not.

James Michael Dzewke
Signature of Authorized Agent
James M Dzewke
Title (printed)

Subscribed and sworn to before me this 12th day of December, 2016. (SEAL)

My commission expires: 04-23-17

Joanna Rodriguez
Notary Public



**PROPOSAL
FOR
MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2017
FOR
THE CITY OF ENID, OKLAHOMA**

**TO: MAYOR AND BOARD OF COMMISSIONERS
CITY OF ENID, OKLAHOMA**

I, the undersigned, do hereby propose to furnish F.O.B. to the City of Enid, Oklahoma, with Oklahoma State, local and Federal tax excluded, **MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2017**, in compliance with the specifications, at the following prices, to-wit:

- | | | |
|----|---|-----------------------|
| A. | Per lot if lot size is equal to or less than 1/4 acre in size | <u>84.00</u> |
| B. | Per lot if lot size is between 1/4 acre to 1/2 acre in size | <u>84.00 - 168.00</u> |

BIDDER COMPANY NAME: Parchman Care
CONTACTS EMAIL: 4023 Country Club
CONTACTS PHONE #: 580 603 1093 580-484-7929
STREET ADDRESS: 4023 Country Club
MAILING ADDRESS: Same ↑
CITY, STATE & ZIP CODE: Enid OK, 73703
SIGNED BY (Type or Print): Curt Johnston
TITLE: Co-Owner
SIGNATURE: Curt Johnston
DATE: 12-23-16



BUSINESS RELATIONSHIP AFFIDAVIT

To Accompany Contractor's Bid

STATE OF _____)
) ss:
COUNTY OF _____)

_____ (Contractor's Authorized Agent), of lawful age,
being first duly sworn upon his/her oath, states:

- 1. I am the duly authorized agent of Pure Lawn Care (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid").
2. My position in the above named company is Co. Owner.
3. Affiant further states the nature of any partnership, joint venture, or other business relationship presently in effect, or which existed within one (1) year prior to the date of this Affidavit, with the architect, engineer, or other party to the project is as follows:

None

(if none, so state)

- 4. Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this Affidavit between any official or director of the architectural or engineering firm or any other party to the project is as follows:

None

(if none, so state)

5. Affiant further states that the names of all persons who have any such business relationship and the positions they hold with their respective companies or firms are as follows:

(if none, so state)

Further, Affiant saith not.

Carlos Johnson
Signature of Authorized Agent

Co. Owner
Title (printed)

Subscribed and sworn to before me this 28th day of December, 2016.

(SEAL)

My commission expires:

June 4th 2020

Cyndi J. Tilley
Notary Public

CYNDI J. TILLEY
Notary Public - State of Oklahoma
Garfield County
Commission # 12005307
My Commission Expires June 04, 2020



NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STATE OF _____)

) ss:

COUNTY OF _____)

Carl Johnston (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 6. I am the duly authorized agent of Pure Down Care (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid"), for the purpose of certifying the facts pertaining to the existence or nonexistence of collusion among bidders or between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the award of any contract associated with the bid attached to this document;
- 7. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;
- 8. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to: Any collusion among bidders to restrain the freedom of competition by agreement to bid at a fixed price or to refrain from bidding; Any collusion with any municipal official or employee as to quantity, quality, or price in the bid or contemplated contract, or as to any other terms of such bid or contemplated contract; nor any discussions between bidders and any municipal official or employee concerning the exchange of money or other thing of value for special consideration in the award of the contemplated contract.

Further, Affiant saith not. CYNDI J. TILLEY

Notary Public - State of Oklahoma Garfield County

Commission # 12005307

My Commission Expires June 04, 2020

Carl Johnston Signature of Authorized Agent

Carl Johnston Title (printed)

Subscribed and sworn to before me this 28th day of December, 2016. (SEAL)

My commission expires:

June 4th 2020

Cyndi J. Tilley Notary Public

PROPOSAL
FOR
MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2017
FOR
THE CITY OF ENID, OKLAHOMA

TO: MAYOR AND BOARD OF COMMISSIONERS
CITY OF ENID, OKLAHOMA

I, the undersigned, do hereby propose to furnish F.O.B. to the City of Enid, Oklahoma, with Oklahoma State, local and Federal tax excluded, MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2017, in compliance with the specifications, at the following prices, to-wit:

- | | | |
|----|---|---------------|
| A. | Per lot if lot size is equal to or less than 1/4 acre in size | <u>85.00</u> |
| B. | Per lot if lot size is between 1/4 acre to 1/2 acre in size | <u>190.00</u> |

BIDDER COMPANY NAME: L & M Home Maintenance & Lawn Care Services
CONTACTS EMAIL: LouisHeinrich38@Gmail.Com
CONTACTS PHONE #: (580) 478-6110 (580) 405-924 5609
STREET ADDRESS: 2206 E. Cypress
MAILING ADDRESS: 2206 E Cypress
CITY, STATE & ZIP CODE: Enid, OK 73701
SIGNED BY (Type or Print): Louis Jake Heinrich
TITLE: owner
SIGNATURE: Louis Jake Heinrich
DATE: December 26 2016



BUSINESS RELATIONSHIP AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
COUNTY OF Garfield) ss:

Louis Jake Heinrich (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 1. I am the duly authorized agent of LJM Home Maintenance a lawn care services (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid").
2. My position in the above named company is owner.
3. Affiant further states the nature of any partnership, joint venture, or other business relationship presently in effect, or which existed within one (1) year prior to the date of this Affidavit, with the architect, engineer, or other party to the project is as follows:

None

(if none, so state)

- 4. Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this Affidavit between any official or director of the architectural or engineering firm or any other party to the project is as follows:

none

(if none, so state)

5. Affiant further states that the names of all persons who have any such business relationship and the positions they hold with their respective companies or firms are as follows:

None

(if none, so state)

Further, Affiant saith not.

Louis Gale Fenwick
Signature of Authorized Agent

6/4/19

owner
Title (printed)

Subscribed and sworn to before me this 26 day of December, 2016.

(SEAL)
My commission expires:

6/4/19

Sherry K Murphy
Notary Public



NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Oklahoma)
COUNTY OF Garfield) ss:

Louis Jake Heinrich (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 6. I am the duly authorized agent of LJM Home maintenance & lawn care services (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid"), for the purpose of certifying the facts pertaining to the existence or nonexistence of collusion among bidders or between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the award of any contract associated with the bid attached to this document;
7. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;
8. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to: Any collusion among bidders to restrain the freedom of competition by agreement to bid at a fixed price or to refrain from bidding; Any collusion with any municipal official or employee as to quantity, quality, or price in the bid or contemplated contract, or as to any other terms of such bid or contemplated contract; nor any discussions between bidders and any municipal official or employee concerning the exchange of money or other thing of value for special consideration in the award of the contemplated contract.

Further, Affiant saith not.

Louis Jake Heinrich
Signature of Authorized Agent

owner
Title (printed)

Subscribed and sworn to before me this 26 day of December, 2016.

(SEAL)

My commission expires:

6/4/19

Sherry L. Murphy
Notary Public

**PROPOSAL
FOR
MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2017
FOR
THE CITY OF ENID, OKLAHOMA**

**TO: MAYOR AND BOARD OF COMMISSIONERS
CITY OF ENID, OKLAHOMA**

I, the undersigned, do hereby propose to furnish F.O.B. to the City of Enid, Oklahoma, with Oklahoma State, local and Federal tax excluded, **MOWING AND CLEANING LOTS FOR CALENDAR YEAR 2017**, in compliance with the specifications, at the following prices, to-wit:

- A. Per lot if lot size is equal to or less than 1/4 acre in size 90
- B. Per lot if lot size is between 1/4 acre to 1/2 acre in size 160⁰⁰

BIDDER COMPANY NAME: Grisks Gutter Dore

CONTACTS EMAIL: _____

CONTACTS PHONE #: 580 - 484-3744 Or 580 514-3380

STREET ADDRESS: 2102 N 4th Enid Okla 73701

MAILING ADDRESS: 2102 N 4th Enid Okla 73701

CITY, STATE & ZIP CODE: Enid Okla. 73701

SIGNED BY (Type or Print): Theresa Davis

TITLE: owner/operator

SIGNATURE: Theresa Davis

DATE: Jan 5 2017



BUSINESS RELATIONSHIP AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Okla)
COUNTY OF Garfield) ss:

Teresia Davis (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 1. I am the duly authorized agent of Girls Gutter Done (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid").
2. My position in the above named company is owner/operator.
3. Affiant further states the nature of any partnership, joint venture, or other business relationship presently in effect, or which existed within one (1) year prior to the date of this Affidavit, with the architect, engineer, or other party to the project is as follows:

None

(if none, so state)

- 4. Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this Affidavit between any official or director of the architectural or engineering firm or any other party to the project is as follows:

None

NONE

(if none, so state)

5. Affiant further states that the names of all persons who have any such business relationship and the positions they hold with their respective companies or firms are as follows:

NONE

(if none, so state)

Further, Affiant saith not.

Cherise J. Dew
Signature of Authorized Agent

owner / operator
Title (printed)

Subscribed and sworn to before me this 5th day of January, 2018.

(SEAL)

My commission expires:

10-24-2017

Garry L. Gregory
Notary Public





NON-COLLUSION AFFIDAVIT

To Accompany Contractor's Bid

STATE OF Okla.)
COUNTY OF Garfield) ss:

Thomas Davis (Contractor's Authorized Agent), of lawful age, being first duly sworn upon his/her oath, states:

- 6. I am the duly authorized agent of Carl's Grete Don (Bidder's Company Name), the bidder submitting the attached competitive bid (the "bid")...
7. I am fully aware of the facts and circumstances surrounding the making of the bid and have been personally and directly involved in the proceedings leading to the submission of such bid;
8. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to: Any collusion among bidders to restrain the freedom of competition by agreement to bid at a fixed price or to refrain from bidding; Any collusion with any municipal official or employee as to quantity, quality, or price in the bid or contemplated contract, or as to any other terms of such bid or contemplated contract; nor any discussions between bidders and any municipal official or employee concerning the exchange of money or other thing of value for special consideration in the award of the contemplated contract.

Further, Affiant saith not.

Thomas Davis Signature of Authorized Agent

Owner/Operator Title (printed)

Subscribed and sworn to before me this 5th day of January, 2016.



Notary Public signature

City Commission Meeting

9. 7.

Meeting Date: 02/23/2017

Submitted By: Courtney O'Brien, Executive Assistance

SUBJECT:

AWARD AND EXECUTE THE PURCHASE OF TWO TRUCKS FOR THE PUBLIC WORKS DIVISION, FROM BOB HURLEY FORD, OKLAHOMA CITY, OKLAHOMA, IN THE AMOUNT OF \$97,017.00.

BACKGROUND:

Two work trucks in the Public Works Department were identified in the budget process as being in need of replacement. The trucks being replaced are ten or more years old and exceed 150,000 miles. The Oklahoma State Purchasing Contract SW035 with Bob Hurley Ford, provided the following quotes.

2017 FORD F-250 REGULAR CAB 4X4 DUMP BED W/ELECTRIC CONTROL	\$35,613.00
2017 FORD F-350 REGULAR CAB 4X4 WITH SERVICE BODY W/CRANE	\$61,404.00

RECOMMENDATION:

Award purchase to Bob Hurley Ford in the amount of \$97,017.00.

PRESENTER:

Billy McBride, Public Works Director

Fiscal Impact

Budgeted Y/N: Y

Amount: \$97,017.00

Funding Source:

General Fund Capital Replacement

Attachments

State Contract

Quotes (2)

Contact Information

Website: www.governmentautosales.com

Company Name	BOB HURLEY FORD LLC
Doing Business as (if applicable)	
Contact Person for Solicitation Response	KENNY DAVIS
Phone	405-239-2700
Email	copcars@bobhurleyford.com
Fax	405-239-2705
Address For Purchase Orders-Number & Street-Post Office Box (some companies have ordering addresses that are different than the payment address)	P.O. BOX 2262
City, State, Zip	OKLAHOMA CITY, OK 73101-2262
Contact Person for Contract/Ordering/Price Information/Equipment Additions/Changes/Discontinuations	
Contact Name	KENNY DAVIS
Phone	405-239-2700
Fax	405-239-2705
Email	copcars@bobhurleyford.com
Secondary Contact for Contract/Ordering	PAM DEWBERRY
Phone	405-239-2700
Fax	405-239-2705
Email	copcars@bobhurleyford.com
Address For Payment-Number & Street-Post Office Box (some companies have a different Payment/remittance address than the ordering address)	SAME AS ABOVE
City, State, Zip	
Contact Person/Department for payment	
Phone	
Fax	
Email	
Counties You can provide products/warranty service/repair parts to	<input type="checkbox"/> All counties in Oklahoma OR just these counties: TULSA AND SURROUNDING COUNTIES
(include any special conditions, such as territory or district maps on a separate sheet)	
Payment Discount (i.e. 15 days)	Net N/A days
Supplier will be responsible for notifying the contracting officer when the contact information changes.	Notes: (Special ordering instructions-please attach any special instructions on a separate sheet)



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000232739
 BOB HURLEY FORD
 745 W 51ST ST
 TULSA OK 74107-8353
 USA

Contract ID 0000000000000000000000004573		Page 1 of 5	
Contract Dates 11/15/2016 to 11/14/2017	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW35		Contract Maximum 0.00	
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	25101507 / 1000009355 TRUCK: 3/4 Ton, Crew Cab FORD F250 3/4 TON CREW CAB BASE PRICE: \$26,033.00	EA	1.00	0.00	0.00	0.00
2	25101507 / 1000009311 TRUCK: 3/4 Ton, Extended Cab FORD F250 3/4 TON EXTENDED CAB BASE PRICE: \$24,757.00 AND FORD F250 BI-FUEL 3/4 TON EXTENDED CAB BASE PRICE: \$35,446.00 AND FORD F250 DEDICATED 3/4 TON EXTENDED CAB BASE PRICE: \$35,567.00	EA	1.00	0.00	0.00	0.00
3	25101507 / 1000009313 TRUCK: 3/4 Ton, Regular Cab FORD F250 3/4 TON REGULAR CAB BAE PRICE: \$22,531.00 AND FORD F250 BI-FUEL 3/4 TON REGULAR CAB NGV (NATURAL GAS VEHICLE) BASE PRICE: \$32,997.00 AND FORD F250 DEDICATED 3/4 TON REGULAR CAB NGV (NATURAL GAS VEHICLE) BASE PRICE: \$33,117.00	EA	1.00	0.00	0.00	0.00
4	25101611 / 1000009411 TRUCK: 16,000 #, Extended Cab & Chassis FORD F450 16,000# CREW CAB & CHASSIS BASE PRICE: \$33,934.00 FORD F450 EXTENDED CAB BASE PRICE: \$32,991.00	EA	1.00	0.00	0.00	0.00
5	25101611 / 1000009427 TRUCK: 16,000 # Regular Cab & Chassis FORD F450 16,000# REGULAR CAB & CHASSIS BASE PRICE: \$30,953.00	EA	1.00	0.00	0.00	0.00
6	25101611 / 1000028551 TRUCK: 19,500 # Extended Cab & Chassis	EA	1.00	0.00	0.00	0.00

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature
 Signed documents on file in Central Purchasing



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000232739
 BOB HURLEY FORD
 745 W 51ST ST
 TULSA OK 74107-8353
 USA

Contract ID 0000000000000000000000004573		Page 2 of 5	
Contract Dates 11/15/2016 to 11/14/2017	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW35	Contract Maximum 0.00		
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	FORD F550 19,500# CAB & CHASSIS BASE PRICE: \$36,457.00 FORD F550 EXTENDED CAB BASE PRICE: \$35,515.00					
7	25101611 / 1000028553 TRUCK: 19,500 # Regular Cab & Chassis FORD F550 19,500# REGULAR CAB & CHASSIS BASE PRICE: \$33,436.00	EA	1.00	0.00	0.00	0.00
8	25101921 / 1000009441 VAN: 3/4 Ton, Cargo FORD TRANSIT CARGO 250 3/4 TON CARGO VAN NGV (NATURAL GAS VEHICLE) BASE PRICE: \$33,727.00 AND FORD TRANSIT CARGO 250 3/4 TON CARGO VAN BASE PRICE: \$22,143.00	EA	1.00	0.00	0.00	0.00
9	25101507 / 1000009356 TRUCK: 3/4 Ton, Crew Cab, 4wd Pickup FORD F250 3/4 TON CREW CAB TRUCK BI-FUEL NGV (NATURAL GAS VEHICLE) BASE PRICE: \$36,730.00 AND FORD F250 DEDICATED 3/4 TON CREW CAB NGV (NATURAL GAS VEHICLE) BASE PRICE: \$36,853.00	EA	1.00	0.00	0.00	0.00
12	25101507 / 1000009315 TRUCK: 1/2 Ton Crew Cab FORD F150 1/2 TON CREW CAB BASE PRICE: \$25,410.00 AND FORD F150 BI-FUEL 1/2 TON CREW CAB NGV (NATURAL GAS VEHICLE) BASE PRICE: \$35,665.00 AND FORD F150 DEDICATED 1/2 TON CREW CAB NGV (NATURAL GAS VEHICLE) BASE PRICE: \$35,665.00	EA	1.00	0.00	0.00	0.00
13	25101507 / 1000009420 TRUCK: 1/2 Ton Extended Cab	EA	1.00	0.00	0.00	0.00

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000232739
 BOB HURLEY FORD
 745 W 51ST ST
 TULSA OK 74107-8353
 USA

Contract ID 00000000000000000004573		Page 3 of 5	
Contract Dates 11/15/2016 to 11/14/2017	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW35	Contract Maximum 0.00		
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	FORD F150 1/2 TON EXTENDED CAB BASE PRICE: \$22,632.00 AND					
	FORD F150 1/2 TON EXTENDED CAB BASE PRICE: \$22,632.00 AND					
	FORD F150 BI-FUEL 1/2 TON EXTENDED CAB NGV (NATURAL GAS VEHICLE) BASE PRICE: \$32,566.00 AND					
	FORD F150 DEDICATED 1/2 TON EXTENDED CAB NGV (NATURAL GAS VEHICLE) BASE PRICE: \$32,566.00					
14	25101507 / 1000009422 TRUCK: 1/2 Ton Regular Cab FORD F150 1/2 TON REGULAR CAB BASE PRICE: \$21,233.00 AND FORD F150 BI-FUEL 1/2 TON REGULAR CAB NGV (NATURAL GAS VEHICLE) BASE PRICE: \$31,199.00 AND FORD F150 DEDICATED 1/2 TON REGULAR CAB NGV (NATURAL GAS VEHICLE) BASE PRICE: \$31,199.00	EA	1.00	0.00	0.00	0.00
15	25101921 / 1000009370 VAN: 1 Ton Cargo FORD TRANSIT CARGO 350 NGV (NATURAL GAS VEHICLE) BASE PRICE: \$35,546.00 AND FORD TRANSIT CARGO 350 1 TON CARGO VAN BASE PRICE: \$24,063.00	EA	1.00	0.00	0.00	0.00
16	25101503 / 1000009393 CAR: Compact, Four Door, FORD FOCUS COMPACT CAR BASE PRICE: \$15,455.00	EA	1.00	0.00	0.00	0.00
17	25101503 / 1000028555 CAR: Full Size, Four Door FORD TAURUS BASE PRICE: \$20,597.00	EA	1.00	0.00	0.00	0.00
18	25101507 / 1000028558 SUV: Full Size Extended Length Utility Vehicle	EA	1.00	0.00	0.00	0.00

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000232739
 BOB HURLEY FORD
 745 W 51ST ST
 TULSA OK 74107-8353
 USA

Contract ID 000000000000000000004573		Page 4 of 5	
Contract Dates 11/15/2016 to 11/14/2017	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW35		Contract Maximum 0.00	
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	FORD EXPEDITION EXTENDED LENGTH BASE PRICE: \$36,169.00					
19	25101507 / 1000009318 SUV: Full Size 4wd FORD EXPEDITION FULL SIZE BASE PRICE: \$31,590.00	EA	1.00	0.00	0.00	0.00
20	25101921 / 1000009348 VAN: 1/2 Ton, Cargo FORD TRANSIT CARGO 1/2 TON CARGO VAN BASE PRICE: \$21,422.00	EA	1.00	0.00	0.00	0.00
23	25101921 / 1000009347 VAN: 1/2 Ton, 5-8 passengers FORD TRANSIT WAGON 1/2 TON 8 PASSENGER VAN BASE PRICE: \$25,010.00	EA	1.00	0.00	0.00	0.00
25	25101503 / 1000009429 CAR: Hybrid FORD FUSION HYBRID CAR BASE PRICE: \$23,338.00	EA	1.00	0.00	0.00	0.00
26	25101503 / 1000009373 CAR: Mid Size 4 Door FORD FUSION MIDSIZE CAR BASE PRICE: \$17,310.00	EA	1.00	0.00	0.00	0.00
27	25101507 / 1000009364 SUV: Mid Size, 3.7L or Larger FORD EXPLORER MID SIZE UTILITY VEHICLE BASE PRICE: \$24,785.00	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.01000			0001
28	25101507 / 1000009397 SUV: Mid Size, 3.7L or Smaller	EA	1.00	0.00	0.00	0.00

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000232739
 BOB HURLEY FORD
 745 W 51ST ST
 TULSA OK 74107-8353
 USA

Contract ID 0000000000000000000000004573		Page 5 of 5	
Contract Dates 11/15/2016 to 11/14/2017	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW35		Contract Maximum 0.00	
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	FORD ESCAPE MID SIZE UTILITY BASE PRICE: \$18,690.00					
29	25101921 / 1000009346 VAN: 1 Ton, 15 Passenger FORD TRANSIT WAGON 1 TON VAN 15 PASSENGER BASE PRICE: \$29,700.00	EA	1.00	0.00	0.00	0.00
31	25101507 / 1000009326 TRUCK: 1 Ton, Crew Cab & Chassis FORD F350 1 TON CREW CAB & CHASSIS BASE PRICE: \$28,603.00	EA	1.00	0.00	0.00	0.00
32	25101507 / 1000009335 TRUCK: 1 Ton, Crew Cab FORD F350 1 TON CREW CAB BASE PRICE: \$30,211.00	EA	1.00	0.00	0.00	0.00
33	25101507 / 1000009340 TRUCK: 1 Ton, Extended Cab & Chassis FORD F350 1 TON EXTENDED CAB & CHASSIS BASE PRICE: \$28,683.00	EA	1.00	0.00	0.00	0.00
34	25101507 / 1000009341 TRUCK: 1 Ton, Regular Cab & Chassis FORD F350 1 TON REGULAR CAB & CHASSIS BASE PRICE: \$25,233.00	EA	1.00	0.00	0.00	0.00
35	25101702 / 1000009350 CAR: Police Pursuit FORD SEDAN INTERCEPTOR POLICE PURSUIT BASE PRICE: \$24,715.00	EA	1.00	0.00	0.00	0.00
36	25101702 / 1000009398 SUV: Police, V8, 4 Door	EA	1.00	0.00	0.00	0.00

COMMENTS:

SEE DEALER'S PRICING FILES FOR OPTIONS AND ACCESSORIES PRICING.

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



copcars@bobhurleyford.com



Government Sales

405-239-2700

877-239-2707

fax: 405-239-2705

1/09/17

CITY OF ENID

KIM LETTEER

2017 FORD F-350 REG CAB C/C

Vehicle is from State of Oklahoma Contract SW035. Includes all factory and contract standard equipment. Added options are MSRP – 5%.

BASE PRICE:	\$25,233.00
ADD 4X4	3970.00
ADD FORD SIDE STEPS	304.00
BRAKE CONTROLLER	257.00
SYNC	347.00
AM/FM/CD	261.00
BACK UP CAMERA	352.00
SERVICE BODY	11,366.00
CRANE (MODEL PSC4025)	19,314.00
TOTAL :	\$ 61,404.00

PAM DEWBERRY
GOV'T SALES



copcars@bobhurleyford.com



Government Sales

405-239-2700

877-239-2707

fax: 405-239-2705

1/10/17

CITY OF ENID

KIM LETTEER

2017 FORD F-250 REG CAB

Vehicle is from State of Oklahoma Contract SW035. Includes all factory and contract standard equipment. Added options are MSRP – 5%.

BASE PRICE: \$22,531.00

ADD 4X4	2659.00
BED DELETE	-264.00
ADD FORD SIDE STEPS	304.00
BRAKE CONTROLLER	257.00
SYNC	347.00
Req. AM/FM/CD	261.00
BACK UP CAMERA	352.00
DUMP BED W/ELECT. CONT.	8902.00

TOTAL : \$ 35,613.00

PAM DEWBERRY
GOV'T SALES

City Commission Meeting

9. 8.

Meeting Date: 02/23/2017

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,125,682.62.

Attachments

Claimslist

JP Morgan Claimslist

PURCHASE ORDER CLAIMS LIST

2/23/2017

FUND 10 DEPT 000 - N.A.

01-01472	STAPLES ADVANTAGE	PO0139970	TISSUE/BATTERIES/TAPE/ST	\$100.68
01-02082	AT&T MOBILITY	PO0140013	MONTHLY SERVICE 1/17	\$4,887.96
01-03030	OKLAHOMA UNIFORM BUILDING CODE COMM	PO0139984	OUBCC 1/17	\$560.00
01-03661	RK BLACK, INC.	PO0139939	MONTHLY SERVICE 2/17	\$100.10
01-04687	EARNHEART OIL, INC.	PO0140133	DIESEL/ST	\$12,454.43
01-04687	EARNHEART OIL, INC.	PO0140140	UNLEADED/ST	\$12,212.46
01-15125	OK GAS & ELECTRIC	PO0139986	MONTHLY SERVICE 1/17	\$679.75
01-15125	OK GAS & ELECTRIC	PO0139987	MONTHLY SERVICE 1/17	\$830.99
01-15125	OK GAS & ELECTRIC	PO0139988	MONTHLY SERVICE 1/17	\$555.71
01-15125	OK GAS & ELECTRIC	PO0140045	MONTHLY SERVICE 1/17	\$1,045.46
01-15125	OK GAS & ELECTRIC	PO0140049	MONTHLY SERVICE 1/17	\$70,448.36
01-15125	OK GAS & ELECTRIC	PO0140050	MONTHLY SERVICE 1/17	\$16,236.99
01-15125	OK GAS & ELECTRIC	PO0140054	MONTHLY SERVICE 1/17	\$1,537.24
01-15127	OK NATURAL GAS	PO0140122	MONTHLY SERVICE 1/17	\$1,457.65
01-15127	OK NATURAL GAS	PO0140123	MONTHLY SERVICE 1/17	\$1,756.48
01-19047	AT & T	PO0140124	MONTHLY SERVICE 2/17	\$1,722.10
01-67400	WESTEL	PO0139940	MONTHLY SERVICE 1/17	\$333.72
N.A. TOTAL				\$126,920.08

FUND 10 DEPT 100 - ADM. SERVICES

01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$1,876.99
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0140031	JANITORIAL SERVICE 1/17	\$1,250.90
01-05134	ENID NEWS & EAGLE	PO0139990	PUBLICATION	\$140.00
ADM. SERVICES TOTAL				\$3,267.89

FUND 10 DEPT 110 - HUMAN RESOURCES

01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$273.50
01-02082	AT&T MOBILITY	PO0140118	MONTHLY SERVICE 1/17	\$15.75
01-03053	NORTHWEST SHREDDERS, LLC	PO0140115	SECURITY CONSOLE 2/17	\$20.00
01-04129	OK DEPT. OF CORRECTIONS	PO0140120	INMATE COSTS/DOC VAN USAGE 1/17	\$631.35
01-16004	PDQ PRINTING	PO0140121	CONTACT INFO CARDS	\$45.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0140116	DRUG SCREEN	\$50.00
01-51430	ENID P T PROFESSIONALS	PO0140117	PHYSICALS (6)	\$900.00
HUMAN RESOURCES TOTAL				\$1,935.60

FUND 10 DEPT 120 - LEGAL SVCS.

01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$303.25
01-02425	MCGEE EYE INSTITUTE	PO0140038	WC/MEDICAL	\$67.50
01-03022	CULLIGAN OF ENID	PO0139954	WATER COOLER RENTAL 1/17	\$9.75
01-03053	NORTHWEST SHREDDERS, LLC	PO0140115	SECURITY CONSOLE 2/17	\$80.00
01-03838	JDI DATA, CORPORATION	PO0139880	ANNUAL SOFTWARE SUPPORT 2017	\$15,000.00
01-03921	EXPRESS SCRIPTS, INC.	PO0140029	WC/MEDICAL	\$2,808.13
01-04077	BROWN, MICHAEL S. C/O RANDY WAGNER	PO0140046	WC/MILEAGE REIMB	\$54.11
01-04563	XPRESS WELLNESS, LLC	PO0140048	WC/MEDICAL	\$177.48
01-04584	MCBRIDE ORTHOPEDIC HOSPITAL	PO0140040	WC/MEDICAL	\$161.31
01-04618	ARENS, EDWARD C/O LOBAUGH LAW FIRM	PO0140047	WC/MEDICAL	\$862.71
01-05091	ELECTRODIAGNOSTIC MEDICINE OF TULS	PO0140035	WC/MEDICAL	\$143.75
01-05117	CENTRALINK CARE MGMT	PO0140024	WC/MEDICAL	\$95.00
01-05245	FORBECK, KARA KAY	PO0139932	REIMB/COURT FEES	\$26.00
01-13123	MUNNEKE, JOHN A MD	PO0140044	WC/MEDICAL	\$660.62
01-15007	OK MUNICIPAL LEAGUE, INC.	PO0139910	OML HANDBOOKS (10)	\$545.00
01-33380	OPFER, DAVID	PO0139873	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0139981	WC/MEDICAL	\$317.36
01-51430	ENID P T PROFESSIONALS	PO0140041	WC/MEDICAL	\$247.57
LEGAL SVCS. TOTAL				\$21,876.90

FUND 10 DEPT 140 - SAFETY

01-01163	ADVANCED WATER SOLUTIONS	PO0139883	WATER COOLER RENTAL 2/17	\$15.15
01-01227	AUTRY VO-TECH CENTER	PO0139890	SAFETY TRAINING 1/17	\$200.00
01-01227	AUTRY VO-TECH CENTER	PO0139972	SAFETY TRAINING 1/17	\$240.00
01-01227	AUTRY VO-TECH CENTER	PO0139997	SAFETY TRAINING 12/16	\$40.00
01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$2,465.42
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0139978	HEP B VACCINES (4)	\$250.00
SAFETY TOTAL				\$3,210.57

FUND 10 DEPT 150 - PR/MARKETING

01-01163	ADVANCED WATER SOLUTIONS	PO0139942	WATER COOLER RENTAL 2/17	\$8.50
01-02421	SUDDENLINK	PO0139944	MONTHLY SERVICE 1/17	\$396.70
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0140031	JANITORIAL SERVICE 1/17	\$40.00
PR/MARKETING TOTAL				\$445.20

FUND 10 DEPT 200 - GENERAL GOVERNMENT

01-01195	NORTHWEST TROPHY & AWARDS, LLC	PO0139969	PLAQUE	\$35.50
01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$441.16
01-02656	ROGGOW CONSULTING	PO0135964	CONSULTING SERVICE 2/17	\$4,000.00
01-07098	GARFIELD CO. TREASURER	PO0139960	REIMB/ASSESSMENT FEE	\$5.00
01-16145	PETTY CASH	PO0140052	REIMB/FILING FEES	\$74.00
01-16145	PETTY CASH	PO0140060	REIMB/FILING FEES	\$19.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0140014	PUBLICATIONS	\$298.30
01-42400	AT & T	PO0139937	MONTHLY SERVICE 2/17	\$478.47
01-46000	TRAYNOR, LONG & WYNNE, PC	PO0139896	PROFESSIONAL SERVICE	\$700.00
01-58150	MCAFFEE & TAFT	PO0139909	PROFESSIONAL SERVICE	\$518.48
01-80352	STERLING CODIFIERS, INC.	PO0140030	SUPPLEMENT #6	\$1,451.00
GENERAL GOVERNMENT TOTAL				\$8,020.91

FUND 10 DEPT 210 - ACCOUNTING

01-00085	PITNEY BOWES	PO0139905	QTRLY POSTAGE RENEWAL 2/17-5/17	\$240.00
01-01163	ADVANCED WATER SOLUTIONS	PO0139883	WATER COOLER RENTAL 2/17	\$43.50
01-01472	STAPLES ADVANTAGE	PO0139970	INK CARTRIDGE/WRIST REST	\$106.38
01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$60.71
01-03053	NORTHWEST SHREDDERS, LLC	PO0140115	SECURITY CONSOLE 2/17	\$20.00
01-04977	AON CONSULTING, INC. (NJ)	PO0139889	GASB 67/68 VALUATION	\$2,841.64
01-79890	HAWKINS DELAFIELD WOOD	PO0134442	1987A ARBITRAGE REPORTS	\$4,500.00
ACCOUNTING TOTAL				\$7,812.23

FUND 10 DEPT 220 - RECORDS & RECEIPTS

01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$664.72
01-03022	CULLIGAN OF ENID	PO0139954	WATER COOLER RENTAL 1/17	\$9.75
01-16145	PETTY CASH	PO0140060	REIMB/DRAWER SHORTAGE	\$20.00
01-55120	QUILL CORPORATION, INC.	PO0139897	CALENDARS (3)	\$39.87
RECORDS & RECEIPTS TOTAL				\$734.34

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$225.00
01-55120	QUILL CORPORATION, INC.	PO0139975	CALENDAR	\$19.99
INFORMATION TECHNOLOGY TOTAL				\$244.99

FUND 10 DEPT 350 - CODE ENFORCEMENT

01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$199.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0140115	SECURITY CONSOLE 2/17	\$20.00
01-03594	BUDGET PLUMBING & CONSTRUCTION, LL	PO0139296	SEWER REPAIR/1721 N ADAMS	\$2,700.00
01-05118	CUSTOM CUTTERS LAWN CARE	PO0139976	MOW/2534/2538 HOMESTEAD	\$100.00
01-16145	PETTY CASH	PO0140051	REIMB/FILING FEES	\$187.00
01-16145	PETTY CASH	PO0140060	REIMB/FILING FEES	\$65.00
01-80177	ALVARADO'S QUALITY MOWING	PO0139977	MOW/1220 W OAK	\$125.00
CODE ENFORCEMENT TOTAL				\$3,396.00

FUND 10 DEPT 400 - ENGINEERING

01-01163	ADVANCED WATER SOLUTIONS	PO0139883	WATER COOLER RENTAL 2/17	\$36.85
01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$1,766.91
01-02116	MESHEK & ASSOCIATES, PLC	PO0136207	G-1701A VIEWER UPDATE/GIS HOST	\$1,890.00
01-16145	PETTY CASH	PO0140053	REIMB/TRAVEL (3)	\$483.11
01-16145	PETTY CASH	PO0140055	REIMB/TRAVEL/A KEIM	\$108.07
ENGINEERING TOTAL				\$4,284.94

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$301.47
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0140031	JANITORIAL SERVICE 1/17	\$1,250.90
PUBLIC WORKS MGMT TOTAL				\$1,552.37

FUND 10 DEPT 710 - FLEET MAINTENANCE

01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$945.53
01-01908	DOUBLE CHECK COMPANY, INC.	PO0139898	FUEL PUMP REPAIR	\$271.37
01-02021	B'S QUALITY DOOR, INC.	PO0140130	GARAGE DOOR OPENER	\$1,960.00
01-02515	ENID EYE OPTICAL, INC.	PO0139918	SAFETY GLASSES/H STEVISON	\$133.00
01-03000	CARTER PAINT CO.	PO0139907	PAINT GUN/LINERS/BRUSHES	\$504.83
01-05023	G&K SERVICES	PO0139935	UNIFORM RENTALS (7)	\$32.40
01-05246	ALKOTA OF KANSAS, LLC	PO0139934	VEHICLE SOAP	\$356.00
01-08018	HOTSY OF OKLAHOMA, INC.	PO0139899	HOSE	\$94.25
01-13218	MYERS TIRE SUPPLY, INC.	PO0139888	SOCKETS/PATCHES/TIRE VALVES	\$185.65
01-16145	PETTY CASH	PO0140056	REIMB/TAG	\$42.50
01-16145	PETTY CASH	PO0140059	REIMB/TAGS (4)/REGISTRATION	\$186.00
01-35300	UNIFIRST, INC.	PO0140077	SHOP TOWEL SERVICE	\$224.62
FLEET MAINTENANCE TOTAL				\$4,936.15

FUND 10 DEPT 730 - PARKS & RECREATION

01-01300	CRYSTAL LAKE FISHERIES, INC.	PO0140131	TROUT (550)	\$1,750.00
01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$1,580.49
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0140082	FILE	\$11.42
01-02017	A. W. BRUEGGEMANN CO., INC.	PO0140082	V599 BOLTS	\$5.22
01-02382	WINFIELD SOLUTIONS, LLC	PO0140128	STUMP KILLER	\$2,118.29
01-03000	CARTER PAINT CO.	PO0140074	PAINT	\$85.00
01-04116	DOWNTOWN THREADS	PO0139947	JACKET LOGO/P RUNCO	\$9.75
01-04291	REC1	PO0140080	SOFTWARE SUBSCRIPTION 1/17	\$100.00
01-05023	G&K SERVICES	PO0139935	UNIFORM RENTALS (14)	\$65.28
01-05023	G&K SERVICES	PO0140062	UNIFORM RENTALS (14)	\$65.49
01-05234	ALLIED 100, LLC	PO0139547	AED (2)	\$2,608.20
01-13017	MUNN SUPPLY, INC.	PO0140067	CYLINDER RENTAL	\$12.34
01-35300	UNIFIRST, INC.	PO0139950	RUGS/MATS	\$54.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0139881	DIESEL ADDITIVE	\$337.14
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0139882	ETHANOL SHIELD	\$337.14
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0140073	DRAIN/WASHER	\$8.48
PARKS & RECREATION TOTAL				\$9,148.24

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.

01-00878	BROWN'S SHOE FIT COMPANY	PO0139931	BOOTS/J MARSH	\$125.00
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0140008	V139 TUBE	\$13.96
01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$562.86
01-02243	BB MACHINE & SUPPLY, INC.	PO0139906	V139 FLANGE BEARING	\$16.05
01-02243	BB MACHINE & SUPPLY, INC.	PO0139912	V192 O-RINGS	\$8.50
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0139903	V181 COUPLER	\$99.34
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0140009	V157 SENSOR	\$78.92
01-05023	G&K SERVICES	PO0139901	UNIFORM RENTALS (17)	\$79.70
01-05023	G&K SERVICES	PO0140011	UNIFORM RENTALS (17)	\$79.70
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0139904	V139 SWITCH	\$48.85
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0139881	DIESEL ADDITIVE	\$337.14
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0139882	ETHANOL SHIELD	\$337.14
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0140028	PROLINE PATCH	\$3,085.53
01-80153	KINNUNEN, INC.	PO0139967	GLOVES (50)	\$29.48
STRMWTR & ROADWAY MAINT. TOTAL				\$4,902.17

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$6,009.43
01-03000	CARTER PAINT CO.	PO0139907	V659 PAINT/ADHESIVE REMOVER	\$152.06
01-15006	OK GLASS & WALLPAPER	PO0139908	DOOR/ADMIN BLDG	\$560.00
01-16145	PETTY CASH	PO0140057	REIMB/CDL RENEW/D THORP	\$51.50
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0139881	DIESEL ADDITIVE	\$337.15
01-80246	ATWOODS	PO0140002	BOOTS/I PEREZ	\$119.99
TECHNICAL SERVICES TOTAL				\$7,230.13

FUND 10 DEPT 900 - LIBRARY

01-00793	ONESOURCE MANAGED SERVICES	PO0139992	COPIER LEASE 2/17	\$385.01
01-00793	ONESOURCE MANAGED SERVICES	PO0139996	COPIER USAGE 2/17	\$107.98
01-01163	ADVANCED WATER SOLUTIONS	PO0139883	WATER COOLER RENTAL 2/17	\$21.45
01-01338	J & P SUPPLY, INC.	PO0139920	RAGS	\$22.20
01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$4,461.63
01-02763	SWANSON, CHERYL	PO0140032	ART EDUCATION 10/16-3/17	\$1,466.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0140115	SECURITY CONSOLE 2/17	\$40.00
01-03454	OCLC ONLINE COMPUTER LIBRARY CENTE	PO0140026	ONLINE CATALOGING SUBSCRIPTION 2/17	\$1,213.99
01-04628	OSBERHELMAN, DAVID DEAN	PO0139966	LTIAO PRESENTATION	\$223.00
01-05247	SHELFWIZ	PO0139938	SHELF	\$25.50
01-16004	PDQ PRINTING	PO0139994	ENVELOPES (1000)	\$70.00
01-49880	DELL MARKETING, LP	PO0139878	COMPUTERS (5)	\$2,897.30
01-49880	DELL MARKETING, LP	PO0139879	COMPUTERS (4)	\$2,317.84
01-49880	DELL MARKETING, LP	PO0139877	COMPUTERS (4)	\$2,627.84
01-65460	ACTSHON PEST CONTROL	PO0139993	PEST CONTROL 2/17	\$30.00
LIBRARY TOTAL				\$15,909.74

FUND 10 DEPT 950 - SALES TAX TRANS.

01-03060	CENTRAL NATIONAL BANK	PO0140016	EMA SALES TAX TRANSFER 2/17	\$766,147.02
01-19099	SECURITY NATIONAL BANK	PO0140018	SCHOOL SALES TAX TRANSFER 2/17	\$106,221.11
01-77520	BANK OF OKLAHOMA, NA	PO0140017	SCHOOL BOND TAX TRANSFER 2/17	\$85,315.65
SALES TAX TRANS. TOTAL				\$957,683.78

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$1,552.50
01-04261	AMAX SIGN COMPANY, INC.	PO0140019	PLAQUE	\$356.25
CAPITAL ASSETS & PROJECTS TOTAL				\$1,908.75

FUND 14 DEPT 145 - HEALTH FUND

01-64810	WORKSITE BENEFIT PLANS, INC.	PO0140119	125 PLAN FEES 2/17	\$514.40
01-70870	FOCUS INSTITUTE, INC.	PO0140139	EAP SERVICES 2/17	\$1,233.33
01-78180	BLUE CROSS BLUE SHIELD OK	PO0140033	DENTAL FEES 1/17	\$1,817.92
01-78180	BLUE CROSS BLUE SHIELD OK	PO0140033	DENTAL CLAIMS 1/17	\$22,139.48
01-78180	BLUE CROSS BLUE SHIELD OK	PO0140033	HEALTH ADMIN FEES 1/17	\$21,466.69
01-78180	BLUE CROSS BLUE SHIELD OK	PO0140033	HEALTH CLAIMS 1/17	\$306,374.49
HEALTH FUND TOTAL				\$353,546.31

FUND 20 DEPT 205 - AIRPORT

01-01338	J & P SUPPLY, INC.	PO0139945	PICK UP TOOL/TOWELS	\$73.68
01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$320.59
01-02269	CEC CORPORATION	PO0137450	AIP 3-40-0028-027-2016 CONSTRUCTION	\$3,000.00
01-02269	CEC CORPORATION	PO0134448	AIP 3-40-0028-027-2016 CONSTRUCTION	\$1,500.00
01-02712	FARMER BROS. CO.	PO0139941	COFFEE	\$99.68
01-03022	CULLIGAN OF ENID	PO0139943	SOLAR SALT	\$31.00
01-03122	CROWN PRODUCTS, INC.	PO0140012	HYDRO KIT (2)	\$269.47
01-04578	SMITH, TERRY	PO0139951	PARKING LOT STRIPING	\$807.00
01-23076	WING AERO PRODUCTS, INC.	PO0139968	CHARTS/SECTIONALS	\$23.57
01-31330	ABSOLUTE PEST CONTROL	PO0139913	1ST QTR PEST CONTROL	\$150.00
01-35300	UNIFIRST, INC.	PO0139961	SHOP TOWEL SERVICE	\$109.22
01-42400	AT & T	PO0139937	MONTHLY SERVICE 2/17	\$256.74
AIRPORT TOTAL				\$6,640.95

FUND 22 DEPT 225 - GOLF

01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$601.55
01-02515	ENID EYE OPTICAL, INC.	PO0139998	SAFETY GLASSES/G NASH	\$133.00
01-02674	P & K EQUIPMENT, INC. STILLWATER	PO0140000	SEAL KITS (3)/LEASED MOWER	\$228.42
01-03107	CHEM-CAN SERVICES, INC.	PO0139891	PORTABLE TOILET RENTAL 2/17	\$77.00
01-04173	DE LAGE PUBLIC FINANCE, LLC.	PO0139911	BLADE GRINDER LEASE 3/17	\$377.15
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0140031	JANITORIAL SERVICE 1/17	\$350.85
01-04744	CHELSEA INFORMATION SYSTEMS, INC.	PO0139971	HOSTED RESERVATIONS 3/17	\$245.00
01-04926	HAMPEL OIL DISTRIBUTORS, INC.	PO0140043	DIESEL	\$470.00
01-04926	HAMPEL OIL DISTRIBUTORS, INC.	PO0140043	UNLEADED	\$534.42
01-05160	VGM FINANCIAL SERVICES	PO0137557	UTILITY TRUCK LEASE 2/17	\$365.95
01-05160	VGM FINANCIAL SERVICES	PO0137556	GREENS MOWER LEASE 2/17	\$690.60
01-05230	POPE DISTRIBUTING CO, INC.	PO0139965	BEER/ST	\$182.40
01-05241	CALLAWAY GOLF SALES CO	PO0139929	GOLF BALLS/ST	\$186.84
01-05241	CALLAWAY GOLF SALES CO	PO0140001	GOLF CLUBS/ST	\$1,467.76
01-05241	CALLAWAY GOLF SALES CO	PO0140063	GOLF BALLS/ST	\$801.12
01-05241	CALLAWAY GOLF SALES CO	PO0140064	GOLF BALLS/ST	\$186.84
01-07022	GREAT PLAINS COCA-COLA	PO0139962	SODA/WATER/ST	\$349.99
01-13145	MID-AMERICA WHOLESale, INC.	PO0139884	CRACKERS/CANDY BARS/ST	\$35.86
01-13145	MID-AMERICA WHOLESale, INC.	PO0139884	FRY GREASE	\$19.90
01-13145	MID-AMERICA WHOLESale, INC.	PO0139885	CHIPS/ST	\$28.50
01-13145	MID-AMERICA WHOLESale, INC.	PO0139930	HOT DOGS/BUNS/ST	\$58.31
01-13145	MID-AMERICA WHOLESale, INC.	PO0140010	CRACKERS/ST	\$7.40
01-13145	MID-AMERICA WHOLESale, INC.	PO0140010	CUPS/STRAWS	\$44.71
01-18010	R & R PRODUCTS, INC.	PO0139999	BLADES (8)	\$995.00
01-44810	MICHAEL'S REFRIGERATION	PO0140066	ICE MACHINE MAINTENANCE 2/17	\$410.12
01-55120	QUILL CORPORATION, INC.	PO0139897	CALENDAR	\$20.99
01-66210	YAMAHA MOTOR CORPORATION USA	PO0136436	GOLF CART LEASE 12/16	\$888.00
GOLF TOTAL				\$9,757.68

FUND 30 DEPT 305 - STREET & ALLEY

01-00912	EAGLE CONCRETE	PO0139933	R-1702A DEER RUN REPAIR	\$2,465.00
01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$231.11
01-04033	DOLESE BROTHERS CO., INC.	PO0139927	R-1708 CRUSHER RUN	\$1,264.00
01-04033	DOLESE BROTHERS CO., INC.	PO0140007	R-1708 CRUSHER RUN	\$264.49

01-05005	ENID CONCRETE CO., INC.	PO0139926	R-1708 CONCRETE	\$749.00
01-05005	ENID CONCRETE CO., INC.	PO0140006	R-1708 CONCRETE	\$856.00
01-05005	ENID CONCRETE CO., INC.	PO0140039	R-1708 CONCRETE	\$3,389.32
01-19037	STANDARD TESTING & ENGINEERING	PO0137509	R-1702A PROFESSIONAL SERVICE	\$3,000.00
STREET & ALLEY TOTAL				\$12,218.92

FUND 31 DEPT 230 - UTILITY BILLING

01-00917	HD SUPPLY WATERWORKS	PO0140034	GREASE/SPLICE KITS (500)	\$1,491.00
01-01163	ADVANCED WATER SOLUTIONS	PO0139883	WATER COOLER RENTAL 2/17	\$43.50
01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$437.47
01-03053	NORTHWEST SHREDDERS, LLC	PO0140115	SECURITY CONSOLE 2/17	\$20.00
01-55120	QUILL CORPORATION, INC.	PO0139975	CALENDARS (5)	\$99.95
UTILITY BILLING TOTAL				\$2,091.92

FUND 31 DEPT 760 - SOLID WASTE SERVICES

01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0139887	V226 BRAKE VALVE	\$193.57
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0139989	BRUSHES (4)	\$62.44
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0140025	V214 STEERING GEAR	\$1,342.68
01-01163	ADVANCED WATER SOLUTIONS	PO0139883	WATER COOLER RENTAL 2/17	\$30.00
01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$7,401.46
01-02243	BB MACHINE & SUPPLY, INC.	PO0139964	V250 HOSE/FITTINGS	\$157.93
01-02243	BB MACHINE & SUPPLY, INC.	PO0140079	HOSE/STEM/FITTINGS	\$426.24
01-03022	CULLIGAN OF ENID	PO0139946	WATER COOLER RENTAL 2/17	\$8.50
01-03022	CULLIGAN OF ENID	PO0139946	BOTTLED WATER	\$13.00
01-03107	CHEM-CAN SERVICES, INC.	PO0140004	PORTABLE TOILET RENTAL 2/17	\$175.00
01-03110	VERMEER GREAT PLAINS	PO0139958	V252 NUTS/BOLTS	\$123.41
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0139903	V265 WIPER MOTOR/ARM/BLADE	\$571.76
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0139963	V265 CARRIER ROLLER	\$241.57
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0140076	V265 O-RINGS/LATCH/FITTINGS	\$58.38
01-03430	GARFIELD GLASS	PO0140061	V261 WINDSHIELD	\$383.44
01-03921	EXPRESS SCRIPTS, INC.	PO0140029	WC/MEDICAL	\$681.58
01-04207	FOUR J'S TIRE SERVICE, LLC	PO0140081	V216 WHEELS	\$190.00
01-04560	DOCUGUARD	PO0138317	RECYCLING SERVICE RENEW 12/16	\$3,505.38
01-05021	CORMACK HYDRAULICS, INC.	PO0139959	V226 CYLINDER RESEAL	\$387.16
01-05021	CORMACK HYDRAULICS, INC.	PO0139928	V238 CYLINDER RESEAL	\$360.80
01-05021	CORMACK HYDRAULICS, INC.	PO0140078	V237 CYLINDER REPAIR	\$598.04
01-05023	G&K SERVICES	PO0139901	UNIFORM RENTALS (28)	\$161.00
01-05023	G&K SERVICES	PO0140011	UNIFORM RENTALS (27)	\$156.39
01-05066	BRUCKNER TRUCK SALES, INC.	PO0139886	V224 DOOR REPAIR	\$11.30
01-05207	EMPIRE FINANCIAL, LLC	PO0138794	TRASH TRUCK LEASE 2/17	\$5,052.27
01-05207	EMPIRE FINANCIAL, LLC	PO0139550	TRASH TRUCK LEASE 3/17	\$9,466.89
01-07102	GARFIELD R W D #5	PO0139915	MONTHLY SERVICE 1/17	\$30.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0139881	DIESEL ADDITIVE	\$337.14
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0139882	ETHANOL SHIELD	\$337.15
01-61010	B-K PROPANE, INC.	PO0140070	PROPANE	\$813.29
SOLID WASTE SERVICES TOTAL				\$33,277.77

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$134.00
01-03512	PACE ANALYTICAL SERVICES, INC.	PO0139924	OIL/GREASE	\$46.00
PUBLIC UTILITIES MGMT TOTAL				\$180.00

FUND 31 DEPT 790 - WATER PRODUCTION

01-00263	AUTOMATIC ENGINEERING INC	PO0139955	MEMBRANE CAPS (2)	\$482.00
01-01005	ALFALFA ELECTRIC COOPERATIVE	PO0140135	MONTHLY SERVICE 2/17	\$9,398.30
01-01178	ACCURATE, INC.	PO0139952	PROFESSIONAL SERVICE	\$300.00
01-01178	ACCURATE, INC.	PO0140069	SAMPLE ANALYSIS	\$627.50
01-01338	J & P SUPPLY, INC.	PO0139953	CLEANER/FLOOR SEALER/AEROSOL	\$210.65
01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$126.59
01-02082	AT&T MOBILITY	PO0139922	MONTHLY SERVICE 1/17	\$54.78

01-02515	ENID EYE OPTICAL, INC.	PO0139918	SAFETY GLASSES/J THOMAS	\$133.00
01-05023	G&K SERVICES	PO0139935	UNIFORM RENTALS (20)	\$93.38
01-05023	G&K SERVICES	PO0140062	UNIFORM RENTALS (10)	\$46.69
01-13017	MUNN SUPPLY, INC.	PO0140067	CYLINDER RENTAL	\$36.50
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0139917	PAINT/BRUSHES	\$227.49
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0140071	PAINT/TAPE	\$213.99
01-19047	AT & T	PO0140072	MONTHLY SERVICE 1/17-2/17	\$800.12
01-32020	OK WATER RESOURCES BOARD	PO0139973	2016 ANNUAL WATER USE FEE	\$500.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0139881	DIESEL ADDITIVE	\$337.14
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0139882	ETHANOL SHIELD	\$337.14
01-61010	B-K PROPANE, INC.	PO0140070	PROPANE	\$215.73
01-79980	PIONEER BUSINESS SOLUTION	PO0140065	MONTHLY SERVICE 2/17	\$246.71
01-80246	ATWOODS	PO0139916	CHAIN/FILES (3)	\$26.98
			WATER PRODUCTION TOTAL	\$14,414.69

FUND 31 DEPT 795 - WATER RECLAMATION SERVICES

01-00917	HD SUPPLY WATERWORKS	PO0140027	CLAMPS (2)	\$1,099.15
01-01001	A & B RADIATOR SERVICE	PO0139900	V354 RADIATOR REPAIR	\$70.00
01-01178	ACCURATE, INC.	PO0139902	CLASS D WW EXAM FEE/J WATKINS	\$10.00
01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$163.39
01-03253	YELLOWHOUSE MACHINERY COMPANY	PO0139903	V344 ROD/CYLINDER KIT/BUSHING	\$474.92
01-04033	DOLESE BROTHERS CO., INC.	PO0140007	ROCK	\$175.09
01-04847	W.W. STARR LUMBER CO., INC.	PO0139923	BIT/NUTS/SCREWS	\$8.61
01-05005	ENID CONCRETE CO., INC.	PO0139957	CONCRETE	\$373.50
01-05023	G&K SERVICES	PO0139935	UNIFORM RENTALS (16)	\$69.69
01-05023	G&K SERVICES	PO0140011	UNIFORM RENTALS (15)	\$69.69
01-05046	MID AMERICA METER, INC.	PO0139956	METER REBUILD (31)	\$798.48
01-08022	HUGHES LUMBER CO., LLC	PO0139948	STAKES	\$12.69
01-15083	OK CONTRACTORS SUPPLY	PO0139357	VALVES/COUPLINGS/STOPS	\$5,330.00
01-16145	PETTY CASH	PO0140057	REIMB/CDL RENEW/J YOUNG	\$28.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0139881	DIESEL ADDITIVE	\$337.14
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0139882	ETHANOL SHIELD	\$337.14
01-80246	ATWOODS	PO0139919	LOCKS	\$25.98
01-80246	ATWOODS	PO0140005	BATTERY/HOSE	\$126.98
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0140003	MOP/CLEANER	\$40.97
			WATER RECLAMATION SERVICES TOTAL	\$9,551.42

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

01-01342	OKLAHOMA INFRA-RED, INC.	PO0139949	IGNITION DETECTION CONTROL	\$144.88
01-04561	EVERGREEN PRESBYTERIAN MINISTRIES	PO0140031	JANITORIAL SERVICE 1/17	\$526.68
01-05147	HERC RENTALS INC.	PO0139925	GLOVES (30)	\$217.50
01-05147	HERC RENTALS INC.	PO0139991	GLOVES (2000)	\$150.00
01-80246	ATWOODS	PO0139919	PAILS/FAUCET	\$31.96
01-80258	BRENNTAG SOUTHWEST, INC.	PO0135945	CHLORINE GAS	\$1,703.80
			WASTEWATER PLANT MGMT TOTAL	\$2,774.82

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

01-02845	ENID REGIONAL DEVELOPMENT ALLIANCE	PO0137244	ECONOMIC DEVELOPMENT SERVICE	\$150,000.00
			E.E.D.A. TOTAL	\$150,000.00

FUND 33 DEPT 335 - V.D.A.

01-00332	TRAVEL ENTERPRISE, INC.	PO0140042	AIRFARE/M COOPER	\$1,702.93
			V.D.A. TOTAL	\$1,702.93

FUND 40 DEPT 405 - CAPITAL IMPROVEMENT

01-02269	CEC CORPORATION	PO0136200	R-1704A PROFESSIONAL SERVICE	\$964.50
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0139914	M-1501A STORMWATER PERMIT	\$382.48
01-05172	MERIDIAN CONTRACTING, INC	PO0137845	R-1504A PROFESSIONAL SERVICE	\$125,305.00

01-12007	LUCKINBILL, INC.	PO0137724	W-1406B WATERLINE RELOCATION	\$52,725.00
01-16008	PINKLEY SALES CO.	PO0137843	M-1703A TRAFFIC SIGNAL IMPROVEMENTS	\$107,738.14
01-60230	RICK LORENZ CONSTRUCTION	PO0132256	R-1604A 42ND ST IMPROVEMENTS	\$2,824.45
01-60230	RICK LORENZ CONSTRUCTION	PO0135422	R-1604A 42ND ST IMPROVEMENTS	\$5,655.00
01-60230	RICK LORENZ CONSTRUCTION	PO0139101	R-1604A 42ND ST IMPROVEMENTS	\$4,248.53
CAPITAL IMPROVEMENT TOTAL				\$299,843.10

FUND 42 DEPT 425 - SANITARY SEWER FUND

01-39700	GARFIELD CO. LEGAL NEWS	PO0139936	S-1703 PUBLICATION	\$332.15
SANITARY SEWER FUND TOTAL				\$332.15

FUND 43 DEPT 435 - STORMWATER FUND

01-80177	ALVARADO'S QUALITY MOWING	PO0139533	F-0408B LANDSCAPING SERVICE	\$2,450.00
STORMWATER FUND TOTAL				\$2,450.00

FUND 44 DEPT 445 - WATER CAP. IMPROVEMENT FUND

01-00917	HD SUPPLY WATERWORKS	PO0139844	W-1705A VALVES (31)	\$15,837.31
01-03760	GARVER, LLC	PO0139545	W-1712B PROFESSIONAL SERVICE	\$156,721.65
WATER CAP. IMPROVEMENT FUND TOTAL				\$172,558.96

FUND 50 DEPT 505 - 911

01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$12.16
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0140108	COPIER LEASE/USAGE 2/17	\$165.35
01-42400	AT & T	PO0140141	MONTHLY SERVICE 1/17	\$10,042.32
01-42400	AT & T	PO0140132	MONTHLY SERVICE 2/17	\$1,788.96
911 TOTAL				\$12,008.79

FUND 51 DEPT 515 - POLICE

01-00050	RAY ALLEN MFG CO INC	PO0140105	K-9 MEMORIAL URN	\$199.99
01-01338	J & P SUPPLY, INC.	PO0140113	RAGS/AEROSOL	\$87.60
01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$2,360.14
01-02082	AT&T MOBILITY	PO0140138	MONTHLY SERVICE 1/17	\$3,020.91
01-03053	NORTHWEST SHREDDERS, LLC	PO0140115	SECURITY CONSOLE 2/17	\$100.00
01-03453	SALTUS TECHNOLOGIES, LLC	PO0140136	ANNUAL SOFTWARE SUPPORT	\$5,081.25
01-03533	CORBIN & MERZ ARCHITECTS INC., PC	PO0137772	ARCHITECTURAL SERVICE	\$4,700.00
01-04157	CONSOLIDATED ELECTRICAL DISTRIBUTO	PO0140111	FUSES (10)	\$12.00
01-04164	OK DEPT. OF PUBLIC SAFETY	PO0140107	OLETS FEE 2/17	\$350.00
01-04328	INTEGRIS MEDICAL GROUP	PO0140036	WC/MEDICAL/FITZWATER	\$52.72
01-04368	CHASE ELECTRONICS	PO0140109	RADIO REPAIR	\$411.20
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0140108	COPIER LEASE/USAGE 2/17	\$629.66
01-04916	RF RESULTS, LLC	PO0140106	RADIO REPAIR	\$143.87
01-05007	LAW ENFORCEMENT PSYCH SVS	PO0140114	PSYCH EVALUATIONS (7)	\$245.00
01-05110	ENID NOON AMBUCS	PO0140110	1ST QTR DUES/B OROURKE	\$165.80
01-05140	MORRIS, ANCIL	PO0140023	WC/TRAVEL REIMB	\$59.39
01-05248	ALLISON, JOSHUA K	PO0139979	WC/SETTLEMENT	\$14,696.50
01-16145	PETTY CASH	PO0140056	REIMB/TAGS (6)	\$255.00
01-23090	WHEAT CAPITAL COMMUNICATION	PO0140104	MICROPHONES (6)	\$220.50
01-50210	LOWE'S HOME CENTERS, INC.	PO0140102	CLEANER/BRUSHES/SURGE PROTECTOR	\$130.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0139882	ETHANOL SHIELD	\$337.14
01-51430	ENID P T PROFESSIONALS	PO0140041	WC/MEDICAL/A MORRIS	\$673.44
01-65460	ACTSHON PEST CONTROL	PO0140112	PEST CONTROL 2/17	\$90.00
01-79290	SIGN SHACK THE	PO0139995	V2046 DECALS	\$176.65
01-79290	SIGN SHACK THE	PO0140134	V2004/V2044/V2048/V2061 DECALS	\$1,155.00
01-80246	ATWOODS	PO0140103	DOG FOOD	\$359.80
POLICE TOTAL				\$35,713.56

FUND 52 DEPT 525 - C.I.C.

01-02082	AT&T MOBILITY	PO0140138	MONTHLY SERVICE 1/17	\$188.87
			C.I.C. TOTAL	\$188.87

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

01-15125	OK GAS & ELECTRIC	PO0140058	MONTHLY SERVICE 1/17	\$11,169.73
			E.E.C.C.H. TOTAL	\$11,169.73

FUND 65 DEPT 655 - FIRE

01-00374	INTERNATIONAL ASSOCIATION OF ARSON	PO0140092	ANNUAL MEMBERSHP DUES/M SCHATZ	\$100.00
01-00612	PHYSICIANS GROUP, LLC	PO0139982	WC/MEDICAL/S BARTLEY	\$131.83
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0140142	V1008/V1040/V1041 FILTERS (9)	\$403.32
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0140142	V1040 SENSOR/SEAL	\$61.14
01-00838	SUMMIT TRUCK GROUP OF OKLAHOMA	PO0140142	V1042 OIL COOLER REPAIR	\$1,549.97
01-01227	AUTRY VO-TECH CENTER	PO0140096	RESPIRATOR FIT TEST (3)	\$420.00
01-01256	HYPRES EQUIPMENT	PO0140091	AIR COMPRESSOR REPAIR	\$396.20
01-01338	J & P SUPPLY, INC.	PO0140090	CLEANER/LINERS/TOWELS	\$258.94
01-01476	NORTHERN SAFETY CO., INC.	PO0140087	RESPIRATOR ASSEMBLY	\$154.42
01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$2,934.10
01-02021	B'S QUALITY DOOR, INC.	PO0140097	GARAGE DOOR REPAIR	\$150.10
01-02053	BAKERS ALTERNATOR-STARTER, INC.	PO0140098	V1034 ALTERNATOR REPAIR	\$230.94
01-02082	AT&T MOBILITY	PO0140093	MONTHLY SERVICE 1/17	\$23.26
01-02295	MURDOCK, INC.	PO0140086	V1044 HOSE	\$21.20
01-02363	CONRAD FIRE EQUIP., INC.	PO0140101	MOTOR/POWER HARNESS/COUPLERS	\$608.40
01-04030	WELDON PARTS, INC.	PO0140094	V1040 BRAKE SHOES	\$497.78
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0140088	INK CARTRIDGE	\$145.00
01-04949	APS FIRECO OKLAHOMA CITY, LLC	PO0140095	ANNUAL FIRE EXT INSPECTION (2)	\$75.60
01-05250	EASTERN OKLAHOMA COUNTY TECH CENTE	PO0140127	TIMS CLASSES (3)	\$572.70
01-12039	LIFE EMERGENCY MEDICAL SERVICE	PO0140037	WC/MEDICAL/R BEAN	\$573.07
01-13089	MERRIFIELD OFFICE SUPPLY	PO0140084	INK CARTRIDGE/CLAMPS (3)	\$77.84
01-13145	MID-AMERICA WHOLESALE, INC.	PO0140085	COFFEE FILTERS	\$22.06
01-15132	O'REILLY AUTO PARTS, INC.	PO0140125	V1019 FUEL FILTER	\$44.71
01-15132	O'REILLY AUTO PARTS, INC.	PO0140125	CLEANER/SILICONE/GREASE/PLUG	\$64.05
01-16145	PETTY CASH	PO0140055	REIMB/EMT TEST/J TOEWS	\$25.00
01-30830	LOCKE SUPPLY, INC.	PO0140089	FILTERS (24)	\$212.40
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0140137	PHYSICALS (3)	\$1,482.00
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0139881	DIESEL ADDITIVE	\$337.15
01-56880	CHIEF SUPPLY	PO0140099	BATTERIES (60)	\$107.44
01-79980	PIONEER BUSINESS SOLUTION	PO0140100	MONTHLY SERVICE 2/17	\$33.13
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0140126	BATTERIES (36)/CLEANER/FITTINGS	\$213.04
			FIRE TOTAL	\$11,926.79

FUND 82 DEPT 000 - N.A.

01-02587	OK BUREAU OF NARCOTICS	PO0140145	MONTHLY REIMB 1/17	\$13.22
01-03274	CLEET	PO0140143	MONTHLY REIMB 1/17	\$4,903.97
01-55470	OK STATE BUREAU INVESTIGATION	PO0140144	MONTHLY REIMB AFIS 1/17	\$2,692.21
01-55470	OK STATE BUREAU INVESTIGATION	PO0140144	MONTHLY REIMB FORNESC 1/17	\$2,593.50
			N.A. TOTAL	\$10,202.90

FUND 99 DEPT 995 - EPTA

01-01783	JP MORGAN CHASE	PO0140083	CHASE PAYMENT	\$765.94
01-02082	AT&T MOBILITY	PO0139894	MONTHLY SERVICE 1/17	\$271.84
01-02964	4R KIDS FOUNDATION, INC.	PO0139895	SHREDDING 1/17	\$10.00
01-04949	APS FIRECO OKLAHOMA CITY, LLC	PO0139974	ANNUAL FIRE EXT INSPECTIONS (21)	\$363.50

01-05134	ENID NEWS & EAGLE	PO0139892	ADVERTISING	\$277.00
01-05249	PETTIBONE, DONNA R	PO0139980	WC/MILEAGE REIMB	\$125.19
01-47300	OK TURNPIKE AUTHORITY	PO0139893	TOLLS	\$11.95
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0139882	ETHANOL SHIELD	\$337.15
			EPTA TOTAL	\$2,162.57

COMBINED BREAKDOWN OF TOTALS

EMA	\$62,290.62
EEDA	\$150,000.00
EPTA	\$2,162.57
REMAINING FUNDS	\$2,125,682.62
TOTAL CLAIMS	\$2,340,135.81

PURCHASING CARD CLAIMS LIST

2-23-17

FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES

2000 CED	PO0140083	LED LIGHTS (7)	882.00
AUTOMATIONDIRECT.COM	PO0140083	BLOCK/BASE	63.00
ELLIOTT ELECTRIC SUPPL	PO0140083	CONTACTOR/WIRE	120.37
ENID WINNELSON CO	PO0140083	ADAPTERS	242.68
JUMBO FOODS	PO0140083	MEAL/LEGISLATIVE UPDATE	58.10
M&M SUPPLY CO.	PO0140083	COUPLING	42.64
STUART C IRBY	PO0140083	PHOTOCELLS/LIGHTS	19.20
TCD*TTA-RESEARCH &CPE	PO0140083	CONTINUING EDUCATION SOFTWARE	449.00
ADMINISTRATIVE SERVICES TOTAL			1,876.99

FUND 10 DEPT 110 - HUMAN RESOURCES

PAYPAL *OKLAHOMAMUN	PO0140083	ADVERTISING	10.00
PREHIRE SCREENING SERV	PO0140083	BACKGROUND SCREENS (6)	263.50
HUMAN RESOURCES TOTAL			273.50

FUND 10 DEPT 120 - LEGAL SERVICES

OFFICE DEPOT #1079	PO0140083	ENVELOPES/FILE FOLDERS/TISSUE/CART	303.25
LEGAL SERVICES TOTAL			303.25

FUND 10 DEPT 140 - SAFETY

ACE HDWE	PO0140083	KEYS	2.78
AED SUPERSTORE	PO0140083	AED	1,245.00
AT&T*BILL PAYMENT	PO0140083	IPAD DATA PLAN 12/16-1/17	61.52
IN *APS FIRECO	PO0140083	FE ANNUAL INSPECTION	87.96
IN *RAPID DETECT, INC	PO0140083	DRUG SCREENING SUPPLIES	829.00
SCHOOL OUTFITTERS	PO0140083	LAMINATOR	239.16
SAFETY TOTAL			2,465.42

FUND 10 DEPT 200 - GENERAL GOVERNMENT

JUMBO FOODS	PO0140083	BOTTLED WATER/COFFEE/SODA	129.30
NAPOLIS ITALIAN RE	PO0140083	MEAL/COMMISSION MEETING	272.87
STAPLES 00106633	PO0140083	IPAD CHARGER	38.99
GENERAL GOVERNMENT TOTAL			441.16

FUND 10 DEPT 210 - ACCOUNTING

TED'S CAFE DEL CITY	PO0140083	MEAL (4)/BUDGET WORKSHOP/A LACK	60.71
ACCOUNTING TOTAL			60.71

FUND 10 DEPT 220 - RECORDS & RECEIPTS

TED'S CAFE DEL CITY	PO0140083	MEAL/BUDGET WORKSHOP	17.61
WWW.MADISONSEATING.COM	PO0140083	OFFICE CHAIR	647.11
RECORDS & RECEIPTS TOTAL			664.72

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

CTR EXEC & PROF DEV WE	PO0140083	REGISTER/CYBER SECURITY CONF/J BROWN	225.00
INFORMATION TECHNOLOGY TOTAL			225.00

FUND 10 DEPT 350 - CODE ENFORCEMENT

NCS*ITL CDE COUNCIL EX	PO0140083	REGISTRATION PLUMBING TEST/C SMITH	199.00
CODE ENFORCEMENT TOTAL			199.00

PURCHASING CARD CLAIMS LIST

2-23-17

FUND 10 DEPT 400 - ENGINEERING

MICALISTER'S DELI 727	PO0140083	MEAL (4)/TRAINING MEETING	47.99
OKLAHOMA SOCIETY OF LA	PO0140083	REGISTRATION OSLS CONVENTION/J MADISON	275.00
TED'S CAFE DEL CITY	PO0140083	MEAL (2)/BUDGET WORKSHOP	31.92
UNITED 01623337700106	PO0140083	AIRFARE (5)/SITE VISIT	1,412.00
ENGINEERING TOTAL			1,766.91

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

ACE HDWE	PO0140083	ZIPTIES/WALL HANGING STRIPS	11.97
ALBRIGHT STEEL WIRE EN	PO0140083	INTEREST CHARGE/CREDIT PENDING	0.21
AMAZON MKTPLACE PMTS	PO0140083	INK PEN REFILLS (5)	10.57
SOLID SIGNAL	PO0140083	FLASHLIGHTS (5)	107.94
STAPLES 00106633	PO0140083	CHAIR/MARKERS	170.78
PUBLIC WORKS MGMT TOTAL			301.47

FUND 10 DEPT 710 - FLEET MGMT

BRADFORD INDUSTRIAL SP	PO0140083	LINE VOLTAGE THERMOSTAT	38.50
ENID WINNELSON CO	PO0140083	PIPE/CONNECTOR/FITTING	105.37
FOUR J'S TIRE SERV	PO0140083	STOCK TIRES	380.00
FOUR J'S TIRE SERV	PO0140083	V307 TIRES (2)	335.30
LOWES #00205*	PO0140083	CHAIN/S-HOOKS/EYE BOLTS/NUTS/WASHERS	26.37
TIRES PLUS 517917	PO0140083	V307 ALIGNMENT	59.99
FLEET MGMT TOTAL			945.53

FUND 10 DEPT 730 - PARKS & RECREATION

ALL SEASONS UNIFORMS-2	PO0140083	(CREDIT) REFUND JACKET	(67.80)
AMAZON.COM	PO0140083	PUSH BUTTON FAUCET (2)/FENCE CAP	391.41
AMERICAN 0010272499546	PO0140083	BAG FEE/PARK & REC MGMT SCHOOL/C BULLER	50.00
BAYLOR TOM LANDRYFITNE	PO0140083	LIFEGUARD INSTRUCTOR TRAINING/N DODGE	275.00
CINCO DE MAYO MEXICAN	PO0140083	MEAL (3)/EMPLOYEE APPRECIATION	29.48
ENID WINNELSON CO	PO0140083	COUPLING/WAX SEAL/PVC/FLANGE	30.42
HARDEES	PO0140083	MEAL/PARK & REC MGMT SCHOOL/C BULLER	13.13
LOCKE SUPPLY WE ENID	PO0140083	EXHAUST FAN	119.06
LOWES #00205*	PO0140083	EXHAUST FAN/HAMMERS/BOLTS/POST CAP	611.09
PIZZA HUT C6 DFV	PO0140083	MEAL/PARK & REC MGMT SCHOOL/C BULLER	9.98
SUBWAY 00442814	PO0140083	MEAL/PARK & REC MGMT SCHOOL/C BULLER	12.00
SUNOCO 0066909301 QPS	PO0140083	FUEL/PARK & REC MGMT SCHOOL/C BULLER	26.60
WAKO INC	PO0140083	SPRAYER WAND REPAIR PARTS	80.12
PARKS & RECREATION TOTAL			1,580.49

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT

ALBRIGHT STEEL WIRE EN	PO0140083	V139 ROUND TUBE	13.96
BRADFORD INDUSTRIAL SP	PO0140083	LINE VOLTAGE THERMOSTAT	38.50
FOUR J'S TIRE SERV	PO0140083	V116 TIRES	308.38
THE CANVAS SHOP LLC	PO0140083	V192 CURTAIN	170.00
WAL-MART #4390	PO0140083	COFFEE	32.02
STRMWTR & ROADWAY MAINT TOTAL			562.86

FUND 10 DEPT 750 - TECHNICAL SERVICES

3MPRODS SS47956 VERBAL	PO0140083	HIGH INTENSITY VINYL	522.00
ALBRIGHT STEEL WIRE EN	PO0140083	STEEL SHEET/ANGLE IRON	95.21
ALL STAR TRAINING INC	PO0140083	CEU TRAINING/D SMITH	49.95
AMAZON MKTPLACE PMTS	PO0140083	SAFETY LIGHTS/KEYS/VIDEO CORD/CREAMER	434.60

PURCHASING CARD CLAIMS LIST

2-23-17

AT&T O519 8327	PO0140083	IPAD CHARGER	30.00
FASTENAL COMPANY01	PO0140083	SHEET METAL SCREWS	7.68
FLINT TRADING, INC.	PO0140083	PREFORMED THERMOPLASTIC LETTERS (10)	897.10
G&K SERVICES AR	PO0140083	UNIFORM RENTALS (78)	547.52
GADES SALES CO. INC	PO0140083	CONFLICT MONITOR REPAIR	318.96
GRIMSLEY'S, INC.	PO0140083	LINERS/URINAL SCREENS/WAX LINERS	123.41
JACK'S OUTDOOR POWER E	PO0140083	OIL (6)/EDGER DRIVE BELT	27.60
JENKINS & PRICE	PO0140083	DISINFECTANT WIPES/ENZYME SPOTTER	35.45
KINNUNEN SALES & RENT	PO0140083	CONCRETE SEAL GUNS (2)	418.32
KUM & GO #880	PO0140083	V684 FUEL/LUMBER PICK UP	15.00
LOWES #00205*	PO0140083	OUTLET/EXTENSION CORD/LIGHTS/BLADES	122.59
OREILLY AUTO 00001883	PO0140083	TOGGLE SWITCHES	13.47
OREILLY AUTO #0188	PO0140083	V659 BACK-UP BEEPER	29.99
PMSI-EDMUND	PO0140083	GLASS BEADS/PAINT	960.00
RADIOSHACK COR00166611	PO0140083	VIDEO CONNECTORS	9.98
SIGNWAREHOUSE.COM	PO0140083	INK CARTRIDGES (3)/LAMINATE	383.00
STAPLES 00106633	PO0140083	INK CARTRIDGE	37.99
STUART C IRBY	PO0140083	ELECTRICAL JUNCTION BOX	96.80
WAKO INC	PO0140083	WATER PUMP/SPRAYER/FITTINGS/HOSE REEL	562.86
WW STARR LUMBER ENID	PO0140083	SCREWS/UTILITY BLADES/BITS	269.95
		TECHNICAL SERVICES TOTAL	6,009.43

FUND 10 DEPT 900 - LIBRARY

ALDI 75012	PO0140083	REFRESHMENT/LTAIO COWBOY 2017	20.69
AMAZON MKTPLACE PMTS	PO0140083	CLEANER/WIPES/COFFEE/VACUUM BAGS	176.45
AMAZON.COM	PO0140083	COFFEE CUPS/CABLE/TOISSUE	225.66
BAD BRADS BAR B Q	PO0140083	MEAL (2)/SRP WORKSHOP	13.54
BAKER & TAYLOR - BOOKS	PO0140083	BOOKS (26)	350.38
BRADFORD INDUSTRIAL SP	PO0140083	FILTERS/BELTS	79.73
CABLING PLUS	PO0140083	NETWORK CABLE	395.91
CENTER POINT LARGE PRI	PO0140083	BOOKS (30)	652.50
DART/TARTAN/MCNAUGH	PO0140083	BOOKS (33)	616.24
DOLLAR TREE	PO0140083	PROGRAM SUPPLIES	47.00
HAHN'S CLEANERS	PO0140083	CLEAN SANTA SUIT	25.00
INDUSTRIAL MATERIALS	PO0140083	KEYS	9.00
KMART 3128	PO0140083	PROGRAM SUPPLIES	39.98
LOWES #00205*	PO0140083	CEILING TILE/CLEANER/DRAWER SLIDES	146.22
RECORDED BOOKS	PO0140083	EBOOK	56.90
SAGENET	PO0140083	DEEFPREEZE SUPPORT RENEWAL (2YRS)	517.50
SHI INTERNATIONAL CORP	PO0140083	ADOBE INDESIGN SUBSCRIPTION	357.00
SHOW ME CABLES	PO0140083	NETWORK JACKS	35.41
STAPLES DIRECT	PO0140083	PAPER/PENS	189.23
STUART C IRBY	PO0140083	TWIST WIRE CONNECTORS/LIGHTS	30.41
UNITED SUPERMARKET 3	PO0140083	REFRESHMENT/LTAIO COWBOY 2017	4.54
UPSTART/EDUPRESS	PO0140083	PROGRAM SUPPLIES	432.07
WALGREENS #5531	PO0140083	PROGRAM SUPPLIES	8.99
WAL-MART #0499	PO0140083	PROGRAM SUPPLIES	31.28
		LIBRARY TOTAL	4,461.63

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

PP*KNOCKONWOOD	PO0140083	LUMBER/CONVENTION HALL TABLES	1,552.50
		CAPITAL ASSETS & PROJECTS TOTAL	1,552.50

PURCHASING CARD CLAIMS LIST

2-23-17

FUND 20 DEPT 205 - AIRPORT

ACE HDWE	PO0140083	KEYS	5.56
JAMIE'S BARNSTORMERS	PO0140083	MEAL (4)/KOCH MEETING	54.45
JUMBO II LLC	PO0140083	PILOT SNACKS	29.53
LOCKE SUPPLY WE ENID	PO0140083	SWITCH/PHOTOCELL	22.52
SHERWIN WILLIAMS 70718	PO0140083	PAINT	135.54
STAPLES 00106633	PO0140083	INK CARTRIDGE	72.99
<u>AIRPORT TOTAL</u>			<u>320.59</u>

FUND 22 DEPT 225 - GOLF

ACE HDWE	PO0140083	ANCHORS	5.37
ATWOOD 01 ENID	PO0140083	LOGO JACKET/E LAMB	82.50
ATWOOD 01 ENID	PO0140083	WELDING RODS/HOLE SAW BITS	42.26
IN *D.A.L. SECURITY LL	PO0140083	ALARM SERVICE 2/17	78.00
KINNUNEN SALES & RENT	PO0140083	WATER COOLERS/SPIGOTS	273.96
LOWES #00205*	PO0140083	LUMBER/BOLTS/BITS/ANCHORS	93.02
SAVE A LOT #24925	PO0140083	SNACKBAR PRODUCE	14.45
STAPLES 00106633	PO0140083	PHONE CORD	11.99
<u>GOLF TOTAL</u>			<u>601.55</u>

FUND 30 DEPT 305 - STREET & ALLEY

ALBRIGHT STEEL WIRE EN	PO0140083	R-1708 METAL BARS	30.05
KINNUNEN SALES & RENT	PO0140083	R-1708 SEAL SELF LEVEL (12)/CRACK SEAL (6)	201.06
<u>STREET & ALLEY TOTAL</u>			<u>231.11</u>

FUND 31 DEPT 230 - UTILITY SERVICES

LOWES #00205*	PO0140083	TOOL CARRIER	49.98
STAND UP DESK STORE	PO0140083	DESK	221.89
STAPLES 00106633	PO0140083	INK CARTRIDGE/COFFEE/CLEANING SUPPLIES	165.60
<u>UTILITY SERVICES TOTAL</u>			<u>437.47</u>

FUND 31 DEPT 760 - SOLID WASTE

AMAZON.COM	PO0140083	HUMIDIFIER	27.88
BRUCKNER TRUCK SALES,	PO0140083	V218 EXHAUST REPAIR	593.83
BRUCKNER TRUCK SALES,	PO0140083	V241 OIL SENSOR REPAIR	204.60
ENID GLASSWORKS	PO0140083	V245 GLASS	292.45
ENID GLASSWORKS	PO0140083	V250 WINDSHIELD	353.14
FOUR J'S TIRE SERV	PO0140083	V208 TIRES (2)	859.56
FOUR J'S TIRE SERV	PO0140083	V211 TIRES (2)	860.56
FOUR J'S TIRE SERV	PO0140083	V216 TIRES (2)	768.40
FOUR J'S TIRE SERV	PO0140083	V225 TIRE	429.78
FOUR J'S TIRE SERV	PO0140083	V238 TIRES (2)	861.88
FOUR J'S TIRE SERV	PO0140083	V241 TIRES (3)	1,243.76
FOUR J'S TIRE SERV	PO0140083	V517 TIRE	371.15
FOUR J'S TIRE SERV	PO0140083	V613 TIRES (2)	254.12
G&K SERVICES AR	PO0140083	UNIFORM RENTALS (8)	69.58
MUNN SUPPLY	PO0140083	ARGON COMPRESSED GAS	67.30
STAPLES 00106633	PO0140083	INK CARTRIDGE/POST IT/PENS	143.47
<u>SOLID WASTE TOTAL</u>			<u>7,401.46</u>

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

ADVANCED WATER SOLUTIO	PO0140083	WATER SOFTENER/RO RENTAL	49.00
PAYPAL *OKLAHOMAMUN	PO0140083	REGIST/OML ENVIRONMENT SUMMIT/L MINTZ	85.00
<u>PUBLIC UTILITIES MGMT TOTAL</u>			<u>134.00</u>

PURCHASING CARD CLAIMS LIST

2-23-17

FUND 31 DEPT 790 - WATER PRODUCTION

AMAZON MKTPLACE PMTS	PO0140083	BATTERY HOLDERS	27.28
G&K SERVICES AR	PO0140083	UNIFORM RENTALS (7)	46.69
STUART C IRBY	PO0140083	CONNECTORS	6.32
VAN BUREN ONE STOP S	PO0140083	EMPLOYEE ERROR/REIMB VIA CHECK	46.30
WATER PRODUCTION TOTAL			126.59

FUND 31 DEPT 795 - WATER RECLAMATION SVS

FOUR J'S TIRE SERV	PO0140083	V347 TIRE	163.39
WATER RECLAMATION SVS TOTAL			163.39

FUND 50 DEPT 505 - 911

ARBY'S 6041	PO0140083	MEAL (2)/911 PLANNING MEETING	12.16
911 TOTAL			12.16

FUND 51 DEPT 515 - POLICE

AMAZON MKTPLACE PMTS	PO0140083	LASER POINTER	24.63
AMAZON MKTPLACE PMTS	PO0140083	POWER SUPPLY	49.68
APPLEBEES NEIG98299993	PO0140083	MEAL (6)/CLEET TRAINING	88.07
ASIA SUPER BUFFET	PO0140083	MEAL (12)/CLEET TRAINING	113.30
CHILI'S ADA	PO0140083	MEAL (6)/CLEET TRAINING	90.68
CICIS PIZZA 83	PO0140083	MEAL (3)/CLEET TRAINING	23.04
DELICIAS MEXICAN RESTA	PO0140083	MEAL (6)/CLEET TRAINING	71.99
FINER PHYSIQUES	PO0140083	EXERCISE EQUIPMENT	150.00
FOUR J'S TIRE SERV	PO0140083	V2066 TIRE	129.00
FOUR J'S TIRE SERV	PO0140083	V2107 TIRES (4)	445.60
FOUR J'S TIRE SERV	PO0140083	V2175 TIRES (2)	288.68
HOBBY-LOBBY #0008	PO0140083	FLAG BOX	29.99
IN *JANISOURCE LLC	PO0140083	PARVO DISINFECTANT	180.50
LOWES #00205*	PO0140083	FLAG	24.98
MISSISSIPPI MADNESS	PO0140083	V2185 FUEL/CLEET TRAINING	21.29
MISSISSIPPI MADNESS	PO0140083	V96 FUEL/CLEET TRAINING	24.14
MURPHY6578ATWALMART	PO0140083	V2047 FUEL/CLEET TRAINING	26.59
PHILLIPS 66 - CTS 545	PO0140083	V2185 FUEL/CLEET TRAINING	22.01
PHILLIPS 66 - CTS 545	PO0140083	V96 FUEL/CLEET TRAINING	22.70
SANTA FE CATTLE COMPAN	PO0140083	MEAL (6)/CLEET TRAINING	107.15
SAVE A LOT #24925	PO0140083	BOTTLED WATER/SOFT DRINKS	50.14
STAPLES 00106633	PO0140083	KEYBOARD/BATTERY/FOLDERS	185.06
TACO BELL 000200029322	PO0140083	MEAL (6)/CLEET TRAINING	47.49
TIRES PLUS 517917	PO0140083	V2024 ALIGNMENT	59.99
UPS (800) 811-1648	PO0140083	SHIPPING FEES	13.14
WAL-MART #0499	PO0140083	SOAP/SPONGES/HOT CHOCOLATE	70.30
POLICE TOTAL			2,360.14

FUND 65 DEPT 655 - FIRE

AMAZON MKTPLACE PMTS	PO0140083	EXAM GLOVES/PULSE OXIMETER	168.86
AMAZON.COM	PO0140083	LANCETS	54.68
ATWOOD 01 ENID	PO0140083	OIL/FUEL TREATMENT	91.94
DALMATIAN FIRE EQUIPME	PO0140083	CYLINDER (6)	1,991.46
LOWES #00205*	PO0140083	GROUNDING CONNECTOR (4)	59.88
NATIONAL REGISTRY EMT	PO0140083	EMT TEST/T JOHNSON	80.00
PARADISE DONUTS	PO0140083	MEAL (15)/HAZMAT CLASS	16.03
PEERLESS ELECTRONICS I	PO0140083	V1040 BATTERY SWITCH	178.93

PURCHASING CARD CLAIMS LIST

2-23-17

SAFE KIDS WORLDWIDE	PO0140083	RECERTIFICATION/CAR SEAT TECH/S BARTLEY	50.00
SCHIEBER'S DONUTS & DE	PO0140083	MEAL (3)/HAZMAT REFRESHER COURSE	45.00
SQU*SQ *DAYLIGHT DONUT	PO0140083	MEAL (15)/HAZMAT CLASS	18.40
STAPLES 00106633	PO0140083	CHAIR FLOOR MAT	59.99
THE UPS STORE 5063	PO0140083	SHIPPING FEES	13.35
UNITED LINEN	PO0140083	TOWELS	35.29
WM SUPERCENTER #499	PO0140083	BATTERIES	10.97
ZORO TOOLS INC	PO0140083	V1044 ROCKER SWITCH (4)	59.32
FIRE TOTAL			2,934.10

FUND 99 DEPT 995 - EPTA

FOUR J'S TIRE SERV	PO0140083	V8571 TIRES (2)	387.26
STAPLES 00106633	PO0140083	COPIES/ADVERTISING	378.68
EPTA TOTAL			765.94

JP MORGANCHASE CLAIMS LIST TOTAL \$ 39,179.07

City Commission Meeting

12. 1.

Meeting Date: 02/23/2017

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

CONSIDER A RESOLUTION INCREASING THE 2016-2017 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$40,709.00.

BACKGROUND:

This is a companion to items 8.1 and 8.2.

RECOMMENDATION:

Approve resolution.

PRESENTER:

Erin Crawford, Chief Financial Officer

Fiscal Impact

Budgeted Y/N: N

Amount: \$40,709.00

Funding Source:
EMA Fund Balance

Attachments

Resolution

RESOLUTION

A RESOLUTION INCREASING THE 2016-2017 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$40,709.00.

WHEREAS, the City Commission approved the construction and installation of new entryway signs entering the City of Enid from the North and West; and

WHEREAS, funds will be transferred from the Enid Municipal Authority to the Capital Improvement Fund Capital Improvement Department to provide the necessary funding for the new entryway signs; and

WHEREAS, there are funds in the Enid Municipal Authority available to increase the fiscal financial plan,

AND NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE ENID MUNICIPAL AUTHORITY THAT THE AUTHORITY'S 2016-2017 FISCAL FINANCIAL PLAN BE AMENDED TO INCREASE THE ENID MUNICIPAL AUTHORITY DEPARTMENT LISTED BELOW:

FUND 31 ENID MUNICIPAL AUTHORITY	
Operations 31-315-4710	\$40,709.00

Adopted this 23rd day of February 2017.

Chairman

(Seal)

ATTEST:

Secretary

City Commission Meeting

12. 2.

Meeting Date: 02/23/2017

Submitted By: Erin Crawford, Chief Financial Officer

SUBJECT:

CONSIDER A RESOLUTION INCREASING THE 2016-20107 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY TO PURCHASE REAL PROPERTY LOCATED AT 116 WEST OWEN K. GARRIOTT ROAD, IN THE AMOUNT OF \$535,000.00.

BACKGROUND:

This is a companion to items 8.3 and 8.4.

RECOMMENDATION:

Approve resolution.

PRESENTER:

Erin Crawford, Chief Financial Officer

Fiscal Impact

Budgeted Y/N: N

Amount: \$535,000.00

Funding Source:

Enid Municipal Authority

Attachments

Resolution

RESOLUTION

A RESOLUTION INCREASING THE 2016-2017 FISCAL FINANCIAL PLAN FOR THE ENID MUNICIPAL AUTHORITY IN THE AMOUNT OF \$535,000.00.

WHEREAS, the appropriated amounts for the 2016-2017 Enid Municipal Authority fiscal financial plan in the Enid Municipal Authority Operations Department must be increased by \$535,000.00 to provide funding to purchase real property located at 116 West Owen K. Garriott and include closing costs; and

WHEREAS, funds will be transferred from the Enid Municipal Authority (EMA) operating department to the General Fund Capital Replacement to provide the necessary funding;

AND NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, THAT THE ENID MUNICIPAL AUTHORITY 2016-2017 FISCAL FINANCIAL PLAN BE INCREASED IN THE FOLLOWING AMOUNTS:

FUND 31 ENID MUNICIPAL AUTHORITY	
EMA Operations Department	\$535,000.00

Adopted this 23rd day of February 2017.

Chairman

(Seal)

ATTEST:

Secretary

City Commission Meeting

12. 3.

Meeting Date: 02/23/2017

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$62,290.62.

Attachments

Claimslist

JP Morgan Claimslist

City Commission Meeting

15. 1.

Meeting Date: 02/23/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

APPROVE THE DOWNTOWN HOTEL MASTER DEVELOPMENT AGREEMENT WITH ENIDBWP, LLC TO DEVELOP THE DOWNTOWN HOTEL.

BACKGROUND:

This is a companion item to 15.1.

The City Commission chose Aston Management to build the downtown hotel and approved a term sheet with the Hilton Garden Inn hotel flag in June 2016. In November of 2016, Hilton denied the franchise application even though they had awarded it previously to Lodgewell and Peachtree. Subsequently, Aston Management secured the Best Western Glo franchise as one of 50 such hotels in the country. This item approves the downtown hotel Master Development Agreement with ENIDBWP, LLC (Aston Management and Dr. Atul Patel) to develop the downtown hotel. The agreed upon incentives in the agreement are transfer of the land, a two hundred thousand (\$200,000.00) dollar grant to offset the cost of constructing the parking lot, and an annual forty percent (40%) room rate guarantee for five years.

RECOMMENDATION:

Approve agreement.

PRESENTER:

Cheryl Denney, Legal Counsel; Brent Kisling, ERDA Director; Dr. Atul Patel, ENIDBWP, LLC.

Attachments

Agreement

MASTER DEVELOPMENT AGREEMENT

by and between

**THE ENID ECONOMIC DEVELOPMENT AUTHORITY,
an Oklahoma public trust,**

and

**ENIDBWP, LLC,
an Oklahoma limited liability company**

Dated as of February 23, 2017

MASTER DEVELOPMENT AGREEMENT

This Master Development Agreement (the “Agreement”) is dated as of February 23, 2017 (the “Effective Date”) by and between the Enid Economic Development Authority, an Oklahoma public trust (the “EEDA”), and ENIDBWP, LLC, an Oklahoma limited liability company (the “Developer”, together with the EEDA, the “Parties”, and each being a “Party”).

RECITALS

WHEREAS, the City of Enid, Oklahoma, an Oklahoma municipal corporation (the “City”), created the EEDA to facilitate economic development activities in Enid and assist in developing and sustaining businesses to create a strong local economy, as well as focusing on redevelopment to enhance the community;

WHEREAS, the City, in partnership with the EEDA, is committed to the ongoing development of downtown Enid;

WHEREAS, in furtherance of its commitment, the City has solicited proposals for the development, financing, design, construction, and operations of a hotel in downtown Enid;

WHEREAS, on the date hereof, the City approved the Developer as the preferred developer to construct a Best Western Glo Hotel (the “Hotel”) on certain real property in downtown Enid and as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Development Property”);

WHEREAS, the City will transfer the Development Property to the EEDA promptly subsequent to the satisfaction by the Developer and the EEDA of the conditions precedent set forth in Sections 3.02 and 3.03 of this Agreement but prior to the Closing Date (as defined below); and

WHEREAS, the EEDA desires to incentivize the Developer to construct and operate the Hotel and the Developer desires to accept such incentives in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. All capitalized terms used in this Agreement shall, unless otherwise defined in the body of this Agreement, have the following meanings:

“Action” shall have the meaning set forth in Section 12.02.

“Affiliate” shall mean a person or entity, which, directly or through one or more intermediaries, owns or controls, or is controlled by or is under common control with the Developer.

“Agreement” shall have the meaning set forth in the Preamble to this Agreement.

“Applicable Laws and Requirements” shall mean any applicable constitution, treaty laws, statutes, ordinances, rules, regulations, orders, or determinations of any Governmental Authority.

“Bill of Sale” shall have that meaning set forth in Section 3.01.

“Cessation of Construction” shall mean a material cessation of actual physical construction activity on the Hotel as determined in the commercially reasonable discretion of the EEDA.

“City” shall have the meaning set forth in the Recitals to this Agreement.

“Closing Date” shall mean the date on which fee simple title to the Development Property is transferred to the Developer pursuant to the Property Conveyance Documents.

“Commencement of Construction” or “Construction Commencement Date” or “Commence Construction” shall mean the date on which on-site construction of the Hotel has commenced, including excavation or pile driving but not including test borings, test pilings, surveys, and similar pre-construction activities.

“Complete Construction” or “Completion of Construction” shall mean the occurrence of either of the following: (1) Substantial Completion of the applicable portion of the Hotel; or (2) the actual opening of the applicable portion of the Hotel.

“Completion Guaranty” shall have the meaning set forth in Section 3.02(g).

“Developer” shall have the meaning set forth in the Preamble to this Agreement.

“Developer Event of Default” shall have the meaning set forth in Section 13.01.

“Development Property” shall have the meaning set forth in the Recitals to this Agreement.

“Economic Incentives” shall mean (1) the Property Conveyance, (2) the Room Occupancy Guarantee Agreement, and (3) the Parking Lot Grant.

“EEDA Event of Default” shall have the meaning set forth in Section 13.02.

“Effective Date” shall have the meaning set forth in the Preamble to this Agreement.

“Environmental Laws” shall mean any Applicable Laws pertaining to human health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (“CERCLA), as amended, the Resource, Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (“RCRA”), the Toxic Substance Control Act, 15 U.S.C. 2601-2671 (“TSCA”), the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, 33 U.S.C. 1251-1387, as amended.

“Excusable Delay” shall mean delays beyond the reasonable control of the Party obligated to perform the applicable term, covenant, condition or provision under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to acts of God, strikes, labor disputes, court injunctions, governmental action, riot, civil commotion, acts of public enemy and casualty, but shall not include delays attributable to financial difficulties of such Party. In the event of an unavoidable delay the affected Party shall promptly notify the other Party in writing and use its commercially reasonable efforts to mitigate and resolve the unavoidable delay as promptly as practical (keeping the other parties informed of the efforts being made to mitigate and resolve the unavoidable delay); *provided* that, Excusable Delay shall extend the time of performance of all such duties impacted by the unavoidable delay. Excusable Delay shall begin on the day following the date on which the affected Party notifies the other Party in writing and shall thereafter extend until such date on which the event which has caused the Excusable Delay has been materially corrected or substantially performed, or reasonably should have been materially corrected or substantially performed, given commercially reasonable efforts.

“Fair Market Value” shall mean (a) the fair market value of the Development Property and all improvements thereon as agreed to by the EEDA and the Developer or (b) if the EEDA and the Developer are unable to so agree, the average of the fair market values of the Development Property and all improvements thereon as determined by two MAI licensed appraisers one appointed by the EEDA and the other appointed by the Developer, each of which shall have significant experience in valuing operating hotels in the State of Oklahoma and shall be instructed to use standard valuation procedures. In the event the lower appraisal is not greater than or equal to ninety percent (90%) of the higher appraisal, then the two appraisers shall select a third appraiser with similar experience and qualifications to render an opinion as to the fair market value of the Development Property. The closer of the first two appraisals to the third appraisal shall be averaged with the third appraisal and that average shall be deemed to be the fair market value of the Development Property. Each of the EEDA and the Developer shall be responsible for the expenses of its appraiser and one-half of the expenses of the third appraiser. The determination of the fair market value of the Development Property shall be final and binding on the EEDA and the Developer.

“Governmental Authorities” shall mean any of the United States of America, the State of Oklahoma, the county, city, and any other municipality or political subdivision in which the Hotel is located or that otherwise has jurisdiction thereof, and any agency, department, commission, board, bureau or instrumentality of any of them.

“Guarantor Parties” shall mean, collectively or individually as the context may require: (a) Aston Management Company, an Oklahoma corporation and the owner of all of the outstanding equity interests of the Developer, and (b) Dr. Atul Patel, the owner of all of the outstanding equity interests of Aston Management Company.

“Hotel” shall have the meaning set forth in the Recitals to this Agreement.

“Indemnified Parties” shall have the meaning set forth in Section 12.01.

“Parking Lot” shall have the meaning set forth in Section 4.02.

“Parking Lot Grant” shall have the meaning set forth in Section 5.01.

“Permitted Exceptions” shall have the meaning set forth in Section 3.04(e).

“Plans and Specifications” shall mean, collectively, the schematic drawings, the design development drawings, and the construction plans and specifications prepared for the development of the Hotel, and “Preliminary Plans and Specifications” shall mean, collectively, the schematic drawings and the design development drawings.

“Pre-Completion Repurchase Event” shall mean the occurrence of either (a) a Cessation of Construction at anytime following the Commencement of Construction for a period of forty-five (45) consecutive days, as will be extended for any Excusable Delay, or (b) the Developer publicly announces that it is going to cease further development and construction of the Hotel.

“Post-Completion Repurchase Event” shall mean (a) within ten (10) years following the date of Completion of the Hotel, the Hotel ceases to be branded as a Best Western Glo Hotel, or otherwise maintain the rights to a “flag” of comparable quality as determined by the EEDA in its sole and absolute discretion after consideration of industry standards; or (b) within fifteen (15) years following the date of Completion of the Hotel, the Property ceases to be used and operated as a hotel.

“Property Conveyance” shall have the meaning set forth in Section 3.01.

“Property Conveyance Documents” shall mean the Bill of Sale and the Special Warranty Deed.

“Repurchase Closing” shall have the meaning set forth in Section 3.04(c).

“Repurchase Deed” shall have the meaning set forth in Section 3.04(g)(i).

“Repurchase Event” shall mean a Pre-Completion Repurchase Event or a Post-Completion Repurchase Event.

“Repurchase Purchase Price” shall have the meaning set forth in Section 3.04(b).

“Room Occupancy Guarantee Agreement” shall have the meaning set forth in Section 11.03.

“Repurchase Right” shall have the meaning set forth in Section 3.04(a).

“Special Warranty Deed” shall have the meaning set forth in Section 3.01.

“Substantial Completion” shall mean the substantial completion of construction of the Hotel in accordance with the approved Plans and Specifications with the exception of minor details of construction, installation, decoration, or mechanical adjustments and other such punch list items that can reasonably expected to be completed within thirty (30) days, such that a final certificate of occupancy with respect to the Development Property can be issued by the relevant Governmental Authority.

“Survey” shall mean an ALTA/NSPS Land Title Survey certified to the EEDA, Developer, Developer’s lender, and the Title Company as having been made in accordance with the 2016 minimum standards as adopted by the American Land Title Association and the National Society of Professional Surveyors, which Survey shall be prepared by a registered land surveyor selected by the EEDA and approved by the Developer in its reasonable discretion.

“Title Commitment” shall mean a written commitment covering the Development Property issued by the Title Company, showing all matters affecting title to the Development Property and binding such Title Company to issue an owner’s policy of title insurance on the standard form of policy used in the State of Oklahoma in an amount to be agreed upon by the EEDA and the Developer and with such endorsements as the Developer or its lender may reasonably require.

“Title Company” shall mean a title company that is selected by the EEDA and approved by the Developer in its reasonable discretion.

“Transfer” shall have the meaning set forth in Section 14.03.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of the Developer. The Developer hereby represents and warrants to the EEDA that:

(a) the Developer is a limited liability company duly organized and validly existing under the laws of Oklahoma.

(b) the Developer has full power, authority, and legal right to execute, perform, and timely observe all of the provisions of this Agreement and the Developer’s execution, delivery, and performance of this Agreement have been duly authorized.

(c) this Agreement constitutes a valid and binding obligation of the Developer and does not and will not constitute a breach of or default under the formation or internal governing documents of the Developer or the terms, conditions, or provisions of any law, order, rule, regulation, judgment, decree, agreement, or instrument to which the Developer is a party or by which it or any of its assets is bound or affected.

(d) the Developer shall, at its own expense, keep in full force and effect its legal existence and the permits and the rights required for it timely to observe all of the terms and conditions of this Agreement.

(e) there is no litigation or proceeding pending or threatened against the Developer or its affiliates that could adversely affect the validity of this Agreement or the ability of the Developer to comply with its obligations under this Agreement.

(f) the Developer is not currently in breach of any of its covenants set forth in this Agreement.

(g) the execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing. To its knowledge, the Developer is not in default of its obligations under any other agreement, and the execution and performance of the Developer's obligations hereunder will not constitute a default under any agreement to which the Developer is a party.

(h) there has been no material adverse change in the business, financial position, prospects or results of operations of the Developer which could affect the Developer's ability to perform its obligations pursuant to this Agreement.

(i) no consent or approval is required to be obtained from, and no action need to be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement, except that it is understood that Developer will require applicable building permits and zoning approvals.

(j) except as otherwise provided herein, the Developer has no reason to believe that all governmental permits and licenses required by applicable law to construct, occupy and operate the Hotel will not be issued in a timely manner in order to permit the Hotel to be constructed pursuant to this Agreement.

Section 2.02. Representations and Warranties of the EEDA. The EEDA hereby represents and warrants to the Developer that:

(a) the EEDA is an Oklahoma public trust.

(b) the EEDA has full power, authority, and legal right to execute, perform, and timely observe all of the provisions of this Agreement and the EEDA's execution, delivery, and performance of this Agreement have been duly authorized.

(c) this Agreement constitutes a valid and binding obligation of the EEDA and does not constitute a breach of or default under the formation or internal governing documents of the EEDA or the terms, conditions, or provisions of any law, order, rule, regulation, judgment, decree, agreement, or instrument to which the EEDA is a party or by which it or any of its assets is bound or affected.

(d) the EEDA shall, at its own expense, keep in full force and effect its legal existence and the permits and rights required for it timely to observe all of the terms and conditions of this Agreement.

(e) there is no litigation or proceeding pending or threatened against the EEDA or the City that could adversely affect the validity of this Agreement or the ability of the EEDA to comply with its obligations under this Agreement.

(f) the EEDA is not currently in breach of any of its covenants set forth in this Agreement.

(g) the execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any organizational restriction, agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(h) there has been no material adverse change in the business, financial position, prospects or results of operations of the EEDA which could affect the EEDA's ability to perform its obligations pursuant to this Agreement.

(i) no consent or approval is required to be obtained from, and no action need to be taken by, or document filed with, any body or entity in connection with the execution, delivery and performance by the EEDA of this Agreement.

(j) except as otherwise provided herein, the EEDA has no reason to believe that all governmental permits and licenses, if any, required by the Developer pursuant to applicable law to construct, occupy and operate the Hotel will not be issued in a timely manner in order to permit the Hotel to be constructed pursuant to this Agreement.

ARTICLE III

CONVEYANCE OF THE DEVELOPMENT PROPERTY, REVERSION RIGHTS AND REPURCHASE RIGHT

Section 3.01. (a) **Conveyance of the Development Property.** Upon satisfaction of the conditions precedent set forth in Sections 3.02 and 3.03 and pursuant to a bill of sale ("Bill of Sale") and a special warranty deed ("Special Warranty Deed"), each in a form mutually agreeable to the Parties, the EEDA shall sell, and the Developer shall purchase, the Development Property for the sum of One and No/100 Dollars (\$1.00) (the "Property Conveyance").

(b) **Transactions at the Closing.** The following transactions and deliveries shall take place at the Closing:

(i) **Deliveries.** The EEDA shall execute and deliver the Special Warranty Deed and the Bill of Sale.

(ii) **Title Insurance.** The EEDA shall cause the Title Company to endorse the Title Commitment to be effective as of recordation of the Special Warranty Deed and issue a policy of title insurance on the Development Property, insuring fee simple marketable title in the Developer, free and clear of all liens and encumbrances with no exceptions to coverage other than Permitted Exceptions.

(iii) **Payment.** The Developer shall pay the purchase price to the EEDA by certified check, cashier's check, wire transfer, or other immediately available funds.

Section 3.02. Conditions Precedent to Conveyance of Development Property. Prior to the conveyance of the Development Property from the EEDA to the Developer, the following conditions must be satisfied by the Developer for the benefit of the EEDA or waived in writing by the EEDA:

(a) Provide the EEDA with a construction budget, construction timeline and contractor reasonably satisfactory to the EEDA;

(b) Provide the EEDA with evidence reasonably satisfactory to the EEDA that the Developer has obtained financing reasonably necessary to complete and sustain operations of the Hotel until the fifth anniversary of the Completion of Construction;

(c) Provide the EEDA with design schematics satisfactory to the EEDA, in its sole discretion (but with input and advice from the Main Street Enid Design Committee);

(d) Provide the EEDA with evidence that the Developer has rights to the Best Western Glo flag in Enid, Oklahoma;

(e) Provide the EEDA with evidence that the Developer has entered into a Franchise License Agreement with Best Western with respect to the Hotel and that all conditions precedent to such agreement have been satisfied to the extent that such conditions precedent are able to be satisfied prior to the Property Conveyance;

(f) Provide the EEDA with evidence that the Developer has entered into a Management Agreement with another party (whether or not an Affiliate of the Developer) and that the terms of such agreement are reasonably satisfactory to the EEDA;

(g) Execute, or cause to be executed, the Bill of Sale, the Room Occupancy Guarantee Agreement, a letter agreement regarding the Parking Lot Grant, and a completion guaranty to be executed by the Developer (the "Completion Guaranty"), each in a form mutually agreeable to the Parties and the Completion Guaranty will also be executed by the Guarantor Parties; and

(h) Satisfy such other conditions as may be reasonably necessary to satisfy the EEDA that the Developer is able to begin construction of the Hotel within forty-five (45) days of

the Closing Date and is capable of completing construction of the Hotel within the budget and timeline provided under clause (a) above, and thereafter and operating the Hotel.

If the conditions set forth in this Section 3.03 are not satisfied by the Developer on or prior to August 31, 2017, the EEDA will provide written notice to the Developer describing in reasonable detail any objections that EEDA has to the satisfaction of the conditions precedent in this Section 3.02. Thereafter, the Developer will have thirty (30) days to cure such objections. If the Developer is unable to cure objections of the EEDA within such curative period, the EEDA may, at its option (a) waive any such objections; or (b) extend the time of the Developer to cure such objections for a period reasonably required for the Developer to complete the same with reasonable diligence; or (c) revoke its right and obligations under this Agreement by giving notice to the Developer in which case this Agreement shall automatically terminate and neither Party shall owe any further obligations to the other hereunder. The Developer shall use its commercially reasonable efforts to cure any objections identified by EEDA.

Section 3.03. Conditions Precedent to Receipt of Development Property. Prior to the conveyance of the Development Property from the EEDA to the Developer, the following conditions must be satisfied by the EEDA for the benefit of the Developer or waived in writing by the Developer:

(a) EEDA shall execute or cause to be executed the Room Occupancy Guarantee Agreement in a form mutually agreeable to the Parties;

(b) EEDA shall have provided, in form and substance satisfactory to Developer in its reasonable discretion, the Title Commitment and Survey with respect to the Development Property, and Developer shall have approved the environmental condition of the Development Property;

(c) EEDA shall execute the documents in the form and substance satisfactory to Developer in its reasonable discretion, evidencing the obligation of EEDA to pay the Parking Lot Grant in accordance with the terms and provisions of this Agreement, to support Developer's application for a variance of the parking zoning requirement (if applicable) and to use its best efforts to secure additional parking for the Hotel from the City on a non-exclusive basis as provided in Section 4.03 hereof; and

(d) EEDA shall have approved the final Plans and Specifications, Developer shall have procured the applicable building permits and Best Western shall have approved the design of the Hotel as a "GLO Hotel".

If the conditions set forth in this Section 3.03 are not satisfied by the EEDA on or prior to August 31, 2017, the Developer will provide written notice to the EEDA describing in reasonable detail any objections that Developer has to the satisfaction of the conditions precedent in this Section 3.03. Thereafter, the EEDA will have thirty (30) days to cure such objections. If the EEDA is unable to cure objections of the Developer within such curative period, the Developer may, at its option (a) waive any such objections; or (b) extend the time of the EEDA to cure such objections for a period reasonably required for the EEDA to complete the same with reasonable diligence; or (c) revoke its right and obligations under this Agreement by giving notice to the EEDA in which case this Agreement shall automatically terminate and neither Party shall owe any further obligations to

the other hereunder. The EEDA shall use its commercially reasonable efforts to cure any objections identified by Developer.

Section 3.04. Reversion Rights. Notwithstanding anything to the contrary in the Special Warranty Deed, if the Developer fails to cause the Commencement of Construction of the Hotel on or before the date that is forty-five (45) days following the Closing Date and such failure is not the result of an Excusable Delay, then the estate vested in the Developer by the Special Warranty Deed shall at once and automatically terminate and title to the Development Property (and all improvements to the Development Property) shall revert to the EEDA or its successors or assigns.

Section 3.05.

(a) **Repurchase Right.** The EEDA shall have the right to purchase the Development Property upon the occurrence of a Repurchase Event (the “Repurchase Right”). The EEDA may exercise its Repurchase Right by providing written notice of its election to the Developer within one hundred twenty (120) days following the occurrence of a Repurchase Event. The EEDA may revoke its exercise of the Repurchase Right at any time before the Repurchase Closing of the Repurchase Right by giving the Developer written notice of such revocation, in which case, the EEDA will pay all costs and expenses incurred in connection with the terminated Repurchase Closing. Upon exercise of the Repurchase Right, the Developer shall sell the Development Property to the EEDA for the consideration and on the terms provided in this Section 3.04 and free and clear of all liens and encumbrances but subject to the Permitted Exceptions.

(b) **Repurchase Purchase Price.** Upon exercise of the Repurchase Right, the Developer shall sell the Development Property to the EEDA for a purchase price determined as follows (the “Repurchase Purchase Price”):

(i) With respect to a Pre-Completion Repurchase Event, the purchase price shall be equal to the sum of 100% of the third-party costs and expenses incurred by the Developer and directly related to the development and construction of the Hotel as of the date of the EEDA’s exercise of the Repurchase Right, as evidenced by documentation submitted to, and reasonably satisfactory to, the EEDA. Without limiting the preceding, it is recognized and agreed that the third-party costs will include all franchise fees and costs as well as all hard and soft costs incurred with respect to this Agreement, the preparation of the Plans and Specifications and in the development and construction of the Hotel and the Parking Lot, as applicable.

(ii) With respect to a Post-Completion Repurchase Event, the purchase price shall be equal to the Fair Market Value of the Development Property and all improvements thereon.

(c) **Repurchase Closing.** The transactions contemplated by this Section 3.05 shall close on the date which is sixty (60) days after exercise of the Repurchase Right or on such other date and at a place that as is mutually agreeable to the EEDA and the Developer (the “Repurchase Closing”).

(d) **Commitment for Title Insurance.** The Developer shall furnish the Survey and Title Commitment and copies of documentation of all matters listed as exceptions to title (“Exception Documents”) to the EEDA within thirty (30) days after the EEDA exercises the Repurchase Right.

(e) **Objections by the EEDA.** The EEDA shall have a period of twenty (20) days following receipt of the last of the Survey and Title Commitment (including Exception Documents) within which to advise the Developer of any objections it has to the Survey or Title Commitment. Any matters not so objected to by the EEDA shall be deemed to be “Permitted Exceptions”. The Developer shall use its commercially reasonable efforts to cure such objections to the reasonable satisfaction of the EEDA prior to the Repurchase Closing; *provided* any exceptions to the Title Commitment or matters appearing on the Survey at the time of the Closing of the conveyance of the Development Property to Developer will be deemed Permitted Exceptions with respect to the Repurchase Closing. If the Developer is unable to cure objections noted by the EEDA at the Repurchase Closing, the EEDA may, at its option (a) waive any such defects; or (b) extend the time of the Repurchase Closing for a period reasonably required for Developer to cure such defects; or (c) revoke its exercise of the Repurchase Right by giving notice to the Developer. The Developer shall use its commercially reasonable efforts to cure any title defects and shall be required to take such actions to remove any mortgages, security interests, liens, encumbrances or similar charges.

(f) **Default.** In the event the Developer fails to perform any of its obligations under this Section 3.05, after the expiration of the notice and cure period as set forth in Section 13.01(i), the EEDA may, at its exclusive option: (a) waive any such defaults; (b) revoke its exercise of the Repurchase Right by giving notice to the Developer prior to the Repurchase Closing; or (c) enforce specific performance of the Repurchase Right against the Developer. Either party shall be entitled to actual damages for the other's willful failure to perform its obligations under this Section 3.05 and each party waives the right to seek special, consequential or punitive damages.

(g) **Transactions at the Repurchase Closing.** The following transactions and deliveries shall take place at the Repurchase Closing:

(i) **Deliveries.** The Developer shall execute and deliver a special warranty deed (the “Repurchase Deed”) substantially similar to the Special Warranty Deed and otherwise reasonably acceptable to the EEDA and the Developer and in recordable and customary form conveying the Development Property to the EEDA.

(ii) **Title Insurance.** The Developer shall cause the Title Company to endorse the Title Commitment to be effective as of recordation of the Repurchase Deed and issue a policy of title insurance on the Development Property, insuring fee simple marketable title in the EEDA, free and clear of all liens and encumbrances with no exceptions to coverage other than Permitted Exceptions.

(iii) **Payment.** The EEDA shall pay the Repurchase Price to the Developer by certified check, cashier’s check, wire transfer, or other immediately available funds.

(h) **Expenses.** The costs of the Title Commitment, title insurance policy, Survey, transfer taxes, recording the Deed, and closing the transaction contemplated hereby with the Title Company or its closing agent shall be split equally between the Developer and the EEDA and each party shall be responsible for its own attorneys' fees.

(i) **Subsequent Sales.** In the event that the EEDA does not elect to exercise its Repurchase Right within time prescribed in this Section 3.05, or otherwise provides written notice to the Developer that the EEDA elects not to purchase the Property following a Repurchase Event, then, subject to the terms of the Special Warranty Deed and this Section 3.05, the Developer may sell the Development Property to a third-party purchaser; *provided, however*, that if the terms and conditions of the offer to sell the Development Property to a third-party purchaser result in a purchase price lower than the Repurchase Purchase Price required under Section 3.05(b), or otherwise contains terms more favorable to such third-party purchaser than those terms provided to the EEDA under this Section 3.05, then the Developer must first re-offer to sell the Development Property to the EEDA on the same terms and conditions as the Developer would agree to sell the Development Property to such third-party purchaser. The EEDA shall have thirty (30) business days to accept or reject such offer, and if accepted, the Repurchase Closing of such purchase shall otherwise be in accordance with this Section 3.05.

ARTICLE IV

DEVELOPER'S OBLIGATIONS AND MINIMUM SPECIFICATIONS

Section 4.01. Construction of the Hotel.

(a) The Developer agrees to design, develop and construct the Hotel on the Development Property. The Hotel shall meet the following minimum requirements:

- (i) the approximate aggregate square footage of the Hotel shall not be less than fifty thousand (50,000) square feet;
- (ii) there shall not be less than ninety (90) Hotel guest rooms;
- (iii) the Hotel shall not exceed four (4) stories tall;
- (iv) the Hotel shall offer all of the amenities of a Glo Hotel, including, but not limited to, automated teller machine (ATM), baggage storage, lounge (reasonably available for use throughout the day and evening), complimentary beverage area, complimentary breakfast area, coin laundry, and safety deposit box;
- (v) the Hotel shall offer business services of a business center with customary equipment, express mail, fax, meeting rooms (including a boardroom type meeting room), photo copying service, printer, and computers;
- (vi) the Hotel shall offer fitness and recreation services of fitness center;
- (vii) the Hotel shall offer an indoor swimming pool;

(viii) the Hotel facade shall be designed to complement the historical architecture of the downtown Enid area; and

(ix) at the EEDA's sole option and cost, the Hotel design shall include a covered pedestrian walkway connecting the Hotel to the Enid Event Center and Convention Hall. If the EEDA elects that the Hotel design include a pedestrian walkway, then the parties will reasonably agree upon any easements or other agreements governing the use and security of the walkway, which will be at the EEDA's sole cost and expense.

(b) The Developer agrees to Commence Construction of the Hotel not later than forty-five (45) days following the Closing Date or such later date as may be agreed to by the EEDA, provided, however, subject to extension due to Excusable Delay. The Developer agrees to diligently pursue and proceed with the Completion of Construction of the Hotel following the Commencement of Construction. The Developer further agrees that Completion of Construction of the Hotel will be completed in not more than twenty four (24) months from the Commencement of Construction of the Hotel, subject to extension due to Excusable Delay. Upon the Completion of Construction of the Hotel, the Developer shall submit to the EEDA such documents as EEDA may reasonably request to evidence Completion of Construction of the Hotel.

(c) The Developer agrees in the event that it fails to materially comply with the requirements of this Article IV after the expiration of the applicable notice and cure periods, then the EEDA may, in its reasonable discretion, declare such failure a Developer Event of Default pursuant to Article XIII of this Agreement and pursue the remedies available to the EEDA pursuant to Article XIII, including, without limitation, declaring a Pre-Completion Repurchase Event or exercising any of the specific remedies set forth in Section 13.03.

Section 4.02. Construction of Parking Lot.

(a) The Developer shall design, develop and construct a surface parking lot adjacent to the Hotel on the Development Property (the "Parking Lot") that meets the following minimum requirements:

(i) the Development Property shall not contain less than 90 parking stalls, which shall comply with the City's one-to-one zoning requirement for hotel parking and any requirements imposed by the Best Western Brand Standards for a Best Western Glo Hotel; provided that the number of parking stalls may not comply with the zoning requirement if Developer obtains a variance from the zoning requirement;

(ii) the Parking Lot shall provide lighting and security gate access as reasonably agreed by the parties; and

(iii) the Parking Lot shall be constructed in accordance with Applicable Laws and Requirements.

(b) The Developer shall Commence Construction of the Parking Lot in conjunction with or within twelve (12) months of Commencing Construction of the Hotel, subject to extension due to Excusable Delay. The Developer further agrees that Completion of

Construction of the Parking Lot shall be completed on or before the Completion of Construction of the Hotel, subject to extension due to Excusable Delay.

Section 4.03. Additional Hotel Parking. The Developer and the EEDA acknowledge that the City has a one-to-one zoning requirement for hotel parking but the Development Property may not permit construction of the Hotel and the Parking Lot of sufficient size to comply with this zoning requirement. In the event the Parking Lot is not able to comply with this zoning requirement, then the EEDA shall support an application by the Developer for a variance from the zoning requirement and the EEDA shall use its best efforts to procure additional parking for the Hotel from the City on a non-exclusive basis.

ARTICLE V

THE PARKING LOT GRANT

Section 5.01. The Parking Lot Grant. The EEDA shall provide the Developer with a \$200,000 grant to offset the cost of constructing the Parking Lot (the “Parking Lot Grant”).

Section 5.02. Payment of Parking Lot Grant to Developer. The EEDA shall pay the Parking Lot Grant to the Developer in whole within thirty (30) days following the Completion of Construction of the Parking Lot.

Section 5.03. Ownership and Maintenance of Parking Lot. The Developer shall own the Parking Lot and shall provide all maintenance for the Parking Lot.

Section 5.04. Funding Sources. The Developer acknowledges that the EEDA and/or the City may apply for funding for the Parking Lot Grant through federal, state, regional or local grant funding sources and agrees to assist, at no cost to the Developer, in the application process and provide all information reasonably requested by the EEDA and/or the City to complete the application; provided that it is expressly agreed that any such applications will not delay the payment described in Section 5.02.

ARTICLE VI

COOPERATION BETWEEN THE PARTIES

Section 6.01. After the Effective Date of this Agreement, representatives of the Developer and the EEDA shall begin meeting at least monthly for the purpose of coordinating and implementing the terms of this Agreement. The EEDA and the Developer shall use their respective best efforts to facilitate an expeditious process on all matters relating to the development of the Hotel.

ARTICLE VII

COMPLIANCE WITH APPLICABLE LAWS AND REQUIREMENTS

Section 7.01. General. The Developer shall comply with all Applicable Laws and Requirements, including without limitation, all of the City's ordinances, rules and procedures in connection with planning, developing, constructing and operating or causing the operation of the Hotel.

Section 7.02. Permits and Approvals. The Developer shall obtain and comply with all necessary permits, licenses, consents, approvals, and other authorizations required from Governmental Authorities, including those required by Environmental Laws, and pay all fees, impositions, and other changes in connection therewith.

Section 7.03. Records. The Developer shall provide the EEDA with such additional information as the EEDA may reasonably request concerning the Developer, or the design, construction and operation of the Hotel.

ARTICLE VIII

DESIGN OF THE HOTEL

Section 8.01. General. The Developer shall be responsible for the design of the Hotel, subject to the EEDA's right of review and approval in accordance with this Article.

Section 8.02. Conformance with Design of Event Center. The Developer shall design the exterior of the Hotel and use such construction materials for the Hotel that will complement the historic architecture of the downtown Enid area.

Section 8.03. Review and Approval of Preliminary Plans and Specifications. The Developer shall provide the EEDA with Preliminary Plans and Specifications for the Hotel within forty-five (45) days of the Effective Date, subject to extension due to Excusable Delays. The EEDA shall review such Preliminary Plans and Specifications to determine whether they are satisfactory to the EEDA, in its sole discretion but with input and advice from the Main Street Enid Design Committee. The EEDA shall provide the Developer with its written approval or objections to the Preliminary Plans and Specifications within forty-five (45) days of the EEDA's receipt of the Preliminary Plans and Specifications. Failure of the EEDA to provide its approval or objections to the Preliminary Plans and Specifications within such period shall be deemed as approval by the EEDA of the Preliminary Plans and Specifications. In the event the EEDA has objections to the Preliminary Plans and Specifications, the EEDA shall provide a written notice of such objections and its specific demands of modification to the Preliminary Plans and Specifications. The Developer shall thereafter modify the Preliminary Plans and Specifications to respond to the demands of the EEDA and shall submit the Preliminary Plans and Specifications to the EEDA for final approval.

Section 8.04. Review and Approval of Final Plans and Specifications. Upon approval of the Preliminary Plans and Specifications, the Developer shall provide the EEDA with final

Plans and Specifications for the Hotel within 30 days of the approval of the Preliminary Plans and Specifications, subject to extension due to Excusable Delays. The EEDA shall review such Plans and Specifications to determine whether they are in substantial conformance with the Preliminary Plans and Specifications, the ordinances of the City and this Agreement and shall provide the Developer with its approval or objections to the Plans and Specifications within thirty (30) days of the EEDA's receipt of the final Plans and Specifications. Failure of the EEDA to provide its approval or objections to the Plans and Specifications within such period shall be deemed as approval by the EEDA of the final Plans and Specifications. In the event the EEDA has reasonable objections to the final Plans and Specifications, the EEDA shall provide a written notice of such objections detailing its specific demands of modification to the Plans and Specifications. The Developer shall thereafter modify the final Plans and Specifications to respond to the demands of the EEDA and furnish to the EEDA drafts of the final Plans and Specifications.

Section 8.05. Incorporation of Final Plans. All final Plans and Specifications for the Hotel shall be presented to the EEDA for approval and incorporated into this Agreement by addendum. Incorporation of the final Plans and Specifications may occur administratively, as approved by EEDA staff, and no action of the EEDA will be required to incorporate the final Plans and Specifications into this Agreement.

ARTICLE IX

CONSTRUCTION

Section 9.01. General. The Developer will diligently proceed with the construction of the Hotel according to the Plans and Specifications which are approved by the EEDA pursuant to Article 8, subject only to an Excusable Delay.

Section 9.02. Progress Reports. From the Effective Date through the Commencement of Construction, the Developer shall meet with representatives of the EEDA and provide written progress reports to the EEDA on a monthly basis for the purposes of reporting upon the progress of the design of the Hotel. In order to enable the EEDA to monitor the Developer's compliance with this Agreement following the Commencement of Construction, the Developer shall meet with representatives of the EEDA and provide written progress reports to the EEDA on a monthly basis for the purposes of reporting upon the progress of the construction of the Hotel. The Developer shall promptly notify the EEDA of the occurrence of an Excusable Delay. Such monthly and monthly reports shall be in such forms as may be reasonably agreed to by the EEDA and the Developer.

Section 9.03. Inspections. In order to enable the EEDA to monitor the Developer's compliance with this Agreement, the Developer agrees to permit the EEDA, or its designees, to inspect and observe the construction of the Hotel in order to ascertain and determine that the standards of the EEDA and the terms of this Agreement have been met. The frequency and level of inspections shall be determined by the EEDA and subject to the reasonable approval of the Developer in order that such inspections will not unreasonably interfere with or delay the Developer or its agents and contractors in the construction of the Hotel. If the Hotel is not being constructed in any material respect in accordance with this Agreement, after consulting with the

Developer, the EEDA may deliver written notice to the Developer and the Developer shall promptly correct such deficiencies. The right of inspection under this Section 9.03 shall not limit the rights of the EEDA to inspect the Hotel in conjunction with any permits issued for the construction of the applicable portion of the Hotel pursuant to Applicable Laws and Requirements.

Section 9.04. Changes. No material change to the approved Plans and Specifications shall be permitted without the prior written consent of the EEDA; *provided, however*, that Developer may alter the final Plans and Specifications without EEDA's approval so long as such change orders, either singularly or in the aggregate: (a) do not alter the exterior of the Hotel in any respect, (b) do not result in a failure of the Hotel to meet the minimum requirements described in Section 4.01(a), or (c) could not reasonably be expected to result in Completion of Construction being delayed past the time period described Section 4.01(b). The Developer must provide written notice to the EEDA of any material changes in the Plans and Specifications, regardless of whether EEDA approval is required for such changes. Any approval required by EEDA shall be accomplished on an administrative basis and in a time and manner as will not delay the construction of the Hotel

Section 9.05. Utility Relocation. The Parties agree that all costs that are not paid by the appropriate utility company associated with relocating any existing utilities from any existing public or private easement on or contiguous to the Development Property or Parking Lot as a result of construction of the Hotel shall be paid by the Developer.

Section 9.06. [Intentionally Omitted]

Section 9.07. Insurance. During the performance of its obligations under this Agreement, the Developer shall cause the Hotel to be continuously insured against such risks and in such amounts, with such deductible provisions, as are customary in connection with the construction and operation of facilities of comparable type and size, and such other insurance coverage as may be as may be reasonably requested by the EEDA and agreed by Developer prior to Closing.

ARTICLE X

OPERATION OF COMPLETED HOTEL

Section 10.01. Hotel and Parking Lot. The Hotel and the Parking Lot shall be owned and operated by the Developer and unless otherwise agreed by the EEDA which agreement will not be unreasonably withheld, conditioned or delayed, the Hotel and Parking Lot shall be managed by the Developer or an Affiliate of Developer.

Section 10.02. Attraction of Business. The Developer and the EEDA shall cooperate with the other with respect to opportunities to enhance continuing efforts to attract hotel patronage, business travelers and larger meetings and conventions to the Hotel. Except as specifically set forth in the Room Occupancy Guarantee Agreement, neither the Developer nor the EEDA shall have liability to the other for the failure of the Hotel or any other part of the

Hotel to attract hotel patronage, business travelers and larger meetings and conventions to the Hotel.

ARTICLE XI

ECONOMIC DEVELOPMENT INCENTIVES

Section 11.01. Economic Development Incentives Dedicated to the Hotel. The EEDA agrees to dedicate the economic development incentives provided in this Article XI to the Hotel and the Developer subject to the terms and conditions of this Agreement.

Section 11.02. Conveyance of the Development Property. On the Closing Date, the EEDA shall sell and convey the Development Property to the Developer as provided in Article III of this Agreement. In the event the Property Conveyance has not closed by August 31, 2017, the EEDA, in its sole discretion, may terminate this Agreement and other documents executed in connection herewith, if any, and award the development rights and economic development incentives described herein to another developer.

Section 11.03. Room Occupancy Guarantee. On the Closing Date, the EEDA and the Developer shall execute that certain Room Occupancy Guarantee Agreement (the "Room Occupancy Guarantee Agreement"), in a form agreeable to the Parties, pursuant to which, the EEDA shall provide to the Developer an annual forty percent (40%) occupancy guarantee for a period of five (5) years.

Section 11.04. Parking Lot Grant. The EEDA shall provide the Developer with the Parking Lot Grant as provided in Article V of this Agreement.

Section 11.05. No Additional Economic Development Incentives. The Developer shall not seek (a) any additional public assistance from the City or the EEDA for the Hotel or (b) any additional public assistance from any other source for the Hotel to the extent that obtaining such assistance would reasonably be expected to delay Commencement of Construction or Completion of Construction of the Hotel.

ARTICLE XII

INDEMNIFICATION AND RELEASE

Section 12.01. Indemnity. Each Party agrees to indemnify and hold the other Party and its equity owners, directors, officers, managers, employees, agents and independent contractors and consultants (collectively, the "Indemnified Parties") harmless from and against any and all suits, claims, costs of defense, damages injuries, liabilities, costs and/or expenses, including court costs and reasonable attorneys fees and expenses directly resulting from:

- (a) the Party's actions and undertaking in implementation of this Agreement;
- (b) any litigation filed by any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, construction consultant or other construction vendor of a Party and, with respect to EEDA, any litigation filed by a citizen or

governmental agency; provided it is expressly understood and agreed that the indemnification obligations will not apply to the operations of the Hotel and the Parking Lot.

Section 12.02. Notification of Action. In the event any suit, action, investigation, claim or proceeding (collectively, an “Action”) is begun or made as a result of which the Indemnifying Party may become obligated to one or more of the Indemnified Parties hereunder, any one of the Indemnified Parties shall give prompt notice to the Indemnifying Party of the occurrence of such event after receipt of such notice, and the Indemnifying Party may elect to defend, contest or otherwise protect the Indemnified Parties against any such Action, at the reasonable cost and expense of the Indemnifying Party, and utilizing counsel of the Indemnifying Party's choice. The Indemnified Parties shall assist, at the Indemnifying Party's sole discretion, in the defense thereof. In the event that the Indemnifying Party shall fail timely to defend, contest or otherwise protect any of the Indemnified Parties against such Action, the Indemnified Parties shall have the right to do so, and (if such defense is undertaken by the Indemnified Parties after notice to the Indemnifying Party asserting the Indemnifying Party's failure to timely defend, contest or otherwise protect against such Action) the reasonable cost of such defense shall be at the expense of the Indemnifying Party.

Section 12.03. Settlement. Any one of the Indemnified Parties shall submit to the Indemnifying Party any settlement proposal that the Indemnified Parties shall receive which may only be accepted with the approval of the Indemnifying Party. The Indemnifying Party shall be liable for the payment of any amounts paid in settlement of any Action to the extent that and only with respect to any part the Indemnifying Party expressly assumes in writing as part of such settlement. Neither the Indemnifying Party nor the Indemnified Parties will unreasonably withhold its consent to a proposed settlement.

Section 12.04. Survival. The right to indemnification set forth in this Agreement shall survive the termination of this Agreement until the second anniversary of the last date upon which EEDA could exercise the Repurchase Right; *provided* that, if this Agreement is terminated prior to the Closing Date, then the representations of the Parties shall terminate upon termination of this Agreement.

ARTICLE XIII

EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Developer Event of Default. Subject to Excusable Delays, a “Developer Event of Default” shall include the following:

(a) The failure of the Developer to Commence Construction of the Hotel in accordance with Section 4.01(b);

(b) The occurrence of a Cessation of Construction that continues for a period of forty five (45) consecutive days;

(c) The failure of the Developer to Complete Construction of the Hotel in accordance with Section 4.01(b);

- (d) A Transfer by the Developer in violation of the terms of this Agreement;
- (e) Abandonment of the construction of the Hotel or a public announcement by the Developer that it intends to cease development or construction of the Hotel;
- (f) Any representation or warranty made by the Developer herein or in any written statement or certificate furnished to the EEDA proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within thirty (30) days after there has been given to the Developer by the EEDA a written notice specifying such untruth and requiring it to be remedied; provided, that if such untruth cannot be fully remedied within such thirty (30) day period, but can reasonably be expected to be fully remedied and the Developer is diligently attempting to remedy such untruth, such untruth shall not constitute an Event of Default if the Developer shall immediately upon receipt of such notice diligently attempting to remedy such untruth and shall thereafter prosecute and complete the same with due diligence and dispatch; or
- (g) The entry of a decree or order by a court having jurisdiction in the premises for relief in respect to the Developer or any of its Affiliates, or adjudging the Developer a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, adjustment or composition of or in respect of the Developer or any of its Affiliates under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of or for the Developer or any of its Affiliates or any substantial part of their respective property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of thirty (30) consecutive days;
- (h) The commencement by the Developer or any of the Guarantor Parties of a voluntary case by it of proceedings to be adjudicated a bankrupt or insolvent, or the consent by the Developer or any of the Guarantor Parties of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization, arrangement or relief under the United States Bankruptcy Code or any other applicable federal or state law, or the consent or acquiescence by it to the filing of any such petition or the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Developer or any of the Guarantor Parties or any substantial part of their respective property, or the making by any of them of an assignment for the benefit of creditors) or the admission by any of them in writing of its inability or its failure to pay its debts generally as they become due, or the taking of corporate action by the Developer or any of the Guarantor Parties in furtherance of any such action; or
- (i) Substantial default by the Developer in the performance or breach of any other covenant or agreement of the Developer in this Agreement not specifically covered in (a) through (g) above, and continuance of such default or breach for a period of thirty (30) days after the EEDA has delivered to Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such thirty (30) day period, but can reasonably be expected to be fully remedied and the Developer is diligently attempting to remedy such default or breach, such default or breach shall not constitute an Event of Default if the Developer shall, immediately upon receipt of such

notice, diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

Section 13.02. EEDA Event of Default. A “EEDA Event of Default” shall include the following:

(a) The failure of the EEDA to consummate the Property Conveyance in accordance with the terms of this Agreement and within fifteen (15) days after the Developer has notified the EEDA in writing of the satisfaction of the conditions set forth in Section 3.02;

(b) The failure of the EEDA to timely convey the Parking Lot, pay the Parking Lot Grant or satisfy the terms and conditions of the Room Occupancy Guaranty Agreement.

(c) Any representation or warranty made by the EEDA herein proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within thirty (30) days after there has been given to the EEDA by the Developer a written notice specifying such untruth and requiring it to be remedied; provided, that if such untruth cannot be fully remedied within such thirty (30) day period, but can reasonably be expected to be fully remedied and the EEDA is diligently attempting to remedy such untruth, such untruth shall not constitute an Event of Default if the EEDA shall immediately upon receipt of such notice diligently attempt to remedy such untruth and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(d) The occurrence and continuance of any default in the performance or breach of any covenant or agreement of the EEDA in this Agreement, and continuance of such default or breach for a period of thirty (30) days after there has been given to the EEDA by Developer a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such thirty (30) day period but can reasonably be expected to be fully remedied and the EEDA is diligently attempting to remedy such default or breach, such default or breach shall not constitute an Event of Default if the EEDA shall, immediately upon receipt of such notice, diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

Section 13.03. Remedies.

(a) Upon the occurrence of a Developer Event of Default, the EEDA shall have the right to pursue any one or more of the following courses of action: (i) to take such actions as deemed necessary by the EEDA to remedy the breach, the costs of which may be charged to the Developer or offset against any payments due under this Agreement or the Room Occupancy Guarantee Agreement to the defaulting Party; (ii) to terminate this Agreement and the Room Occupancy Guarantee Agreement by written notice to the Developer, which termination shall be effective as of the effective date which is set forth in said notice, provided that said effective date shall be at least thirty (30) days after the date of said notice; and (iii) to institute any and all proceedings permitted by law or equity including, without limitation, actions for specific performance and/or damages.

(b) Upon the occurrence of an EEDA Event of Default, the Developer shall have the right to pursue any one or more of the following courses of action: (i) to take such actions as

deemed necessary by the Developer to remedy the breach, the costs of which may be charged to the EEDA or offset against any payments due under this Agreement to the EEDA; (ii) to terminate this Agreement by written notice to the EEDA, which termination shall be effective as of the effective date which is set forth in said notice, provided that said effective date shall be at least thirty (30) days after the date of said notice; and (iii) to institute any and all proceedings permitted by law or equity including, without limitation, actions for specific performance and/or damages.

Section 13.04. Survival of Representations. The representations of the Parties forth in this Agreement shall survive the Closing Date until the second anniversary of the last date upon which EEDA could exercise the Repurchase Right; *provided* that, if this Agreement is terminated prior to the Closing Date, then the representations of the Parties shall terminate upon termination of this Agreement.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 14.01. Entire Agreement. This Agreement contains the entire agreement between the Parties respecting the subject matter hereof and supersedes all prior agreements between the Parties respecting such issues.

Section 14.02. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Oklahoma.

Section 14.03. Assignment. The Developer shall not assign any of its rights hereunder, permit any of its shareholders or owners to assign or to dispose of any direct or indirect interest in the Developer, or permit the sale of all or substantially all of its assets (a “Transfer”) unless: (a) prior to the Completion of Construction, the Developer first obtains the EEDA’s prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed and (b) after the Completion of Construction, the Developer causes the assignee or purchaser, as the case may be, to assume all of the subsequently arising obligations of the Developer under this Agreement; *provided* that notwithstanding the preceding, a sale or transfer of up to 49% direct or indirect interest in the Developer and a ground lease to an Affiliate of Developer will not constitute a Transfer. The EEDA shall not assign any of its rights or obligations hereunder without the prior written consent of the Developer, and such prohibition on assignment expressly includes the right to receive the first offer under Section 3.05(i).

Section 14.04. Amendment. This Agreement may not be amended, modified or changed orally, but may only be amended, modified or changed by an instrument executed in writing by all of the Parties hereto.

Section 14.05. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, then (i) such provision shall be fully severable; (ii) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and (iii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be effected by any

such illegal, invalid, or unenforceable provision or by the severance of such provision from this Agreement.

Section 14.06. Headings and Captions. The headings and captions in this Agreement are inserted for convenience only and are not intended to describe, interpret define or limit the scope, extent or intent of this Agreement or of any provision hereof.

Section 14.07. Relationship of the Parties. This Agreement is not intended to result in a partnership or joint venture between the Parties hereto.

Section 14.08. Tax Implications. The Developer acknowledges and represents that (a) neither the City or the EEDA nor any of its officials, employees, consultants, attorneys or other agents have provided to the Developer any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (b) the Developer is relying solely upon its own tax advisors in this regard.

Section 14.09. Employment Verification. The Developer agrees to require all contractors or subcontractors who perform services on its behalf under this Agreement or in connection with the Hotel to verify and document the employment eligibility of employees who may perform services pursuant to this Agreement or in connection with the Hotel.

Section 14.10. Non-Discrimination. The Parties hereto, for themselves and their successors and assigns, and for their contractors and subcontractors, do hereby covenant and agree that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the grounds of race, color, age, sex, handicap, or national origin; and that, in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap or national origin.

Section 14.11. Governmental Tort Claims Act. By entering into the Agreement, the City and the EEDA and their “employees,” as defined by the Governmental Tort Claims Act, 51 O.S. § 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 Governmental Tort Claims Act.

Section 14.12. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement; but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 14.13. Construction. The Parties acknowledge that each of them has had the benefit of legal counsel of its own choice and has been afforded an opportunity to review this Agreement with its legal counsel and this Agreement shall be construed as if jointly drafted by or on behalf of the Parties hereto.

Section 14.14. Notices. Any notice which a Party is required or may desire to give the other shall be in writing and shall be sent by personal delivery or by mail either (a) by United States

registered or certified mail, return receipt requested, postage prepaid, or (b) by Federal Express or other generally recognized overnight carrier regularly providing proof of delivery):

If to the EEDA:

Enid Economic Development Authority
c/o The City of Enid, Oklahoma
Attention: Jerald R. Gilbert, City Manager
401 West Owen K. Garriott Road
P.O. Box 1768
Enid, Oklahoma 73702

With a copy to:

McAfee and Taft, A Professional Corporation
Attn: Cheryl Vinall Denney
10th Floor, Two Leadership Square
211 North Robinson
Oklahoma City, Oklahoma 73102

If to the Developer:

ENIDBWP, LLC
Attention: Dr. Atul Patel
4300 S. Coltrane Road
Edmond, Oklahoma 73013-8102

With a copy to:

Phillips Murrah PC
Attn: Sally A. Hasenfratz
101 N. Robinson, Suite 1300
Oklahoma City, OK 73102

Any notice so given by mail or overnight carrier shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date.

EEDA:

**ENID ECONOMIC DEVELOPMENT
AUTHORITY,**
an Oklahoma public trust

By: _____
Name: _____
Title: _____

DEVELOPER:

ENIDBWP, LLC an Oklahoma limited
liability company

By: _____
Name: Dr. Atul Patel
Title: Manager

Exhibit A

Legal Description of Development Property

Lots One (1) and Two (2), Replat of Block Thirty-Two (32), Original Townsite of Enid, Garfield County, Oklahoma, according to the recorded replat thereof.

City Commission Meeting

15. 2.

Meeting Date: 02/23/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

CONSIDER A RESOLUTION INCREASING THE 2016-2017 FISCAL FINANCIAL PLAN FOR THE ENID ECONOMIC DEVELOPMENT AUTHORITY IN THE AMOUNT OF \$50,000.00.

BACKGROUND:

This is a companion item to 8.5, 8.6, 8.7 and 15.2.

RECOMMENDATION:

Approve resolution.

PRESENTER:

Erin Crawford, Chief Financial Officer

Fiscal Impact

Budgeted Y/N: N

Amount: \$50,000.00

Funding Source:

EEDA Revenues and General Fund Transfer.

Attachments

Resolution

RESOLUTION

A RESOLUTION INCREASING THE 2016-2017 FISCAL FINANCIAL PLAN FOR THE ENID ECONOMIC DEVELOPMENT AUTHORITY IN THE AMOUNT OF \$50,000.00.

WHEREAS, the amounts for the 2016-2017 Enid Economic Development Authority (EEDA) fiscal financial plan must be increased by \$50,000.00 to pay costs associated with the creation of a Tax Increment District for a proposed project to modernize the Archer Daniels Midland Milling facility on 4th Street; and

WHEREAS, an agreement has been considered for tax increment finance counsel services with the Public Finance Law Group, LLC, with respect to said project; and

WHEREAS, funds will be provided from the General Fund revenues in the current fiscal year to provide funding to the Enid Economic Development Authority Operations department; and

AND NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, THAT THE ENID ECONOMIC DEVELOPMENT AUTHORITY 2016-2017 FISCAL FINANCIAL PLAN BE INCREASED IN THE FOLLOWING AMOUNT:

FUND 32 ENID ECONOMIC DEVELOPMENT AUTHORITY	
Revenue	\$50,000.00
EEDA Operations Department	\$50,000.00

Adopted this 23rd day of February 2017.

Chairman

(Seal)

ATTEST:

Secretary

City Commission Meeting

15. 3.

Meeting Date: 02/23/2017

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$150,000.00.

Attachments

Claimslist

JP Morgan Claimslist

City Commission Meeting

18. 1.

Meeting Date: 02/23/2017

SUBJECT:

APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,162.57.

Attachments

Claimslist

JP Morgan Claimslist

City Commission Meeting

21.

Meeting Date: 02/23/2017

Submitted By: Kristin Martin, Executive Assistant

SUBJECT:

CONSIDER CONVENING INTO EXECUTIVE SESSION PURSUANT TO 25 O.S. §307(C)(10) TO DISCUSS MATTERS PERTAINING TO ECONOMIC DEVELOPMENT BECAUSE AN EXECUTIVE SESSION IS NECESSARY TO PROTECT THE CONFIDENTIALITY OF THE BUSINESS, AND TO RECONVENE INTO REGULAR SESSION TO TAKE ANY NECESSARY ACTION.

BACKGROUND:

The City Attorney recommends the Mayor and Board of Commissioners go into Executive Session and pursuant to 25 O.S. §307(C)(10), to confer “on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate...” within Enid because public disclosure of the matter to be discussed would violate the confidentiality of the business.

Upon conclusion of the Executive Session, the Commission will reconvene into Regular Session to take any necessary action.

RECOMMENDATION:

Convene into Executive Session.

PRESENTER:

Andrea L. Chism, City Attorney
