



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

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BOARD OF COMMISSIONERS

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NOTICE OF SPECIAL MEETINGS

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

Notice is hereby given that the Mayor and Board of Commissioners of the City of Enid, Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust will meet in special session at 5:00 p.m. on the 3rd day of October, 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 SPECIAL MEETING

1. CALL TO ORDER/ROLL CALL.
2. INVOCATION.
3. FLAG SALUTE.
4. CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF SEPTEMBER 19, 2017 AND THE SPECIAL COMMISSION MEETING OF SEPTEMBER 25, 2017.
5. AWARDS, PRESENTATIONS, PROCLAMATIONS, AND ORGANIZATIONAL BUSINESS.
  1. PRESENT PET AVAILABLE FOR ADOPTION AT THE CITY ANIMAL SHELTER.
6. HEARINGS.
  1. NONE.
7. COMMUNITY DEVELOPMENT.

1. **CONSIDER SIDEWALK VARIANCE FOR ADM MILLING, LOCATED AT 1301 NORTH 4TH STREET, DESCRIBED AS S/2, SECTION 5, TOWNSHIP 22 NORTH, RANGE 6 WEST, INDIAN MERIDIAN.**
2. **CONSIDER SIDEWALK VARIANCE FOR JERRY HOLDING, LOCATED AT 1129 NORTH 54TH STREET, DESCRIBED AS SE/4, SECTION 1, TOWNSHIP 22 NORTH, RANGE 6 WEST, INDIAN MERIDIAN, TRACT 7, ENID ENERGY CENTER FIRST SECTION.**
3. **CONSIDER SIDEWALK VARIANCE FOR ATWOODS, LOCATED AT 5810 WEST OWEN K GARRIOTT ROAD, DESCRIBED AS SE/4, SECTION 10, TOWNSHIP 22 NORTH, RANGE 6 WEST, INDIAN MERIDIAN.**
8. **ADMINISTRATION.**
  1. **CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 7, ENTITLED "PUBLIC WAYS AND PROPERTY," CHAPTER 11, ENTITLED "ART IN PUBLIC PLACES," TO AMEND SECTION 7-11-1, ENTITLED "PURPOSE"; TO CLARIFY INTENT; SECTION 7-11-2, ENTITLED "DEFINITIONS" TO SIMPLIFY DEFINITIONS; TO AMEND AND RENAME SECTION 7-11-3 TO BE ENTITLED "ART IN PUBLIC PLACES ACCOUNT" TO PROVIDE FOR USE OF MONEY AND TO ALLOW FOR FUNDS TO ACCUMULATE; TO AMEND AND RENAME SECTION 7-11-4 TO BE ENTITLED "DEDICATION FOR ART"; TO AMEND AND RENAME SECTION 7-11-5 TO BE ENTITLED "DISPLAY OF ART IN PUBLIC PLACES" TO CLARIFY PROCEDURE; TO AMEND AND RENAME SECTION 7-11-6 TO BE ENTITLED "ACQUISITION OF PUBLIC ART" TO IDENTIFY VARIOUS METHODS OF ART ACQUISITION; TO AMEND AND RENAME SECTION 7-11-7 TO BE ENTITLED "OWNERSHIP"; TO AMEND AND RENUMBER SECTION 7-11-8 TO BE ENTITLED "PUBLIC ARTS COMMISSION OF ENID" TO ADD TERMS FOR OFFICERS; TO AMEND SECTION 7-11-9 ENTITLED "DUTIES OF THE PUBLIC ARTS COMMISSION" TO CLARIFY SCOPE OF DUTIES; TO AMEND AND RENAME SECTION 7-11-10 TO BE ENTITLED "ART IN PUBLIC PLACES COLLECTION POLICY" TO AMEND AND RENAME SECTION 7-11-11 TO BE ENTITLED "GUIDELINES"; TO AMEND AND RENAME SECTION 7-11-12 TO BE ENTITLED "ART SELECTION"; TO AMEND SECTION 7-11-13 ENTITLED "WORKS OF ART ON CITY SIDEWALKS AND RIGHTS OF WAY" TO CLARIFY PROCESS; AND REPEAL OF SECTION 7-11-14; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.**
  2. **CONSIDER VARIANCE TO ORDINANCES 12-6-2I STREET RIGHT-OF-WAY WIDTHS AND 12-8-3S TABLE 1, STREET DESIGN STANDARDS, FOR PROPERTY LOCATED AT 1724 W. OWEN K GARRIOTT ROAD.**
  3. **CONSIDER A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) FOR THE 2016 CDBG FUNDING YEAR.**
9. **CONSENT.**
  1. **AWARD PURCHASE OF SIX (6) 2018 POLICE VEHICLES TO STEVENS FORD, ENID, OKLAHOMA, IN THE AMOUNT OF \$212,398.98.**
  2. **APPROVE CHANGE ORDER NO. 1 TO HENSON CONSTRUCTION, ENID, OKLAHOMA, FOR TRAILHEAD – DON HASKINS PARK, PROJECT NO. P-1601A, IN THE AMOUNT OF \$15,907.00.**

3. **APPROVE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S (HUD) FUNDING APPROVAL AGREEMENT FOR FY-2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING, IN THE AMOUNT OF \$394,152.00.**
4. **AWARD AND EXECUTE CONTRACTS FOR SERVICES BETWEEN THE CITY OF ENID COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND BOOKER T. WASHINGTON COMMUNITY CENTER; MAKING A DIFFERENCE INC. AND ZOE KIDS CAFE TO ADMINISTER THE B-17-40-0006 GRANT FUNDED AFTER SCHOOL YOUTH PROGRAM ACTIVITIES.**
5. **APPROVE AMENDMENT 13 TO THE OWNER-ENGINEER AGREEMENT DATED APRIL 2013 CITY OF ENID-CEC CORPORATION (FORMERLY COBB ENGINEERING) TO PROVIDE ALL NECESSARY DOCUMENTS FOR THE DESIGN AND CONSTRUCTION; TO CONDUCT SURVEY AND GEOTECHNICAL INVESTIGATION; AND PROVIDE RELATED CONSTRUCTION AND GRANT ADMINISTRATION FOR THE NEW TERMINAL BUILDING AT THE ENID WOODRING REGIONAL AIRPORT.**
6. **APPROVE SALTWATER DISPOSAL FACILITY CONSTRUCTION AND OPERATION AGREEMENT BETWEEN D & J OIL COMPANY, INC. AND THE CITY OF ENID.**
7. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,285,698.05.**
10. **RECESS TO CONVENE AS THE ENID MUNICIPAL AUTHORITY.**
11. **TRUSTEES OF THE ENID MUNICIPAL AUTHORITY SPECIAL MEETING.**
12. **ENID MUNICIPAL AUTHORITY SPECIAL MEETING.**
1. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$236,593.78.**
13. **ADJOURN TO CONVENE AS THE ENID ECONOMIC DEVELOPMENT AUTHORITY.**
14. **TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY SPECIAL MEETING.**
15. **ENID ECONOMIC DEVELOPMENT AUTHORITY SPECIAL MEETING.**
1. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$6,000.00.**
16. **ADJOURN TO CONVENE AS THE ENID PUBLIC TRANSPORTATION AUTHORITY.**
17. **TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY SPECIAL MEETING.**
18. **ENID PUBLIC TRANSPORTATION AUTHORITY SPECIAL MEETING.**

1. **CONSIDER A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE ENID PUBLIC TRANSPORTATION AUTHORITY (EPTA) TO EXECUTE AN AGREEMENT BETWEEN THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) AND EPTA FOR PUBLIC TRANSIT REVOLVING FUNDS.**
2. **APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,032.91.**
19. **ADJOURN TO RECONVENE AS THE ENID CITY COMMISSION.**
20. **PUBLIC COMMENTS.**
21. **ADJOURN.**

**City Commission Meeting**

4.

**Meeting Date:** 10/03/2017

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**SUBJECT:**

**CONSIDER APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING OF SEPTEMBER 19, 2017 AND THE SPECIAL COMMISSION MEETING OF SEPTEMBER 25, 2017.**

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**Attachments**

Minutes 9-19-17

Minutes 9-25-17

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MINUTES OF REGULAR MEETING OF THE  
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,  
TRUSTEES OF THE ENID MUNICIPAL AUTHORITY, A PUBLIC TRUST,  
TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY, A PUBLIC TRUST,  
AND TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY, A PUBLIC TRUST  
HELD ON THE 19TH DAY OF SEPTEMBER 2017

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma, the Trustees of the Enid Municipal Authority, a Public Trust, the Trustees of the Enid Economic Development Authority, a Public Trust, and the Trustees of the Enid Public Transportation Authority, a Public Trust, met in regular session at 6:30 P.M. on the 19th day of September 2017, in the Council Chambers of the Administration Building of the City of Enid, located at 401 West Owen K. Garriott Road in said city, pursuant to notice given by December 15, 2016 to the Clerk of the City of Enid, and pursuant to notice thereof displayed at the entrance to the Administration Building of said city, in prominent view and which notice was posted prior to 5:00 P.M. on the 18th day of September 2017.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: Commissioner Pankonin.

Staff present were City Manager Jerald Gilbert, Interim City Attorney Carol Lahman, City Clerk Alissa Lack, Chief Financial Officer Erin Crawford, Public Utilities Director Lou Mintz, Planning Administrator Chris Bauer, Assistant Fire Chief Bill Burkhart, Director of Marketing and Public Relations Steve Kime, Human Resources Director Sonya Key, and Ex-Officio Member Colonel Darrell Judy.

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Mr. Matt Lohman, Executive Director of Hope Outreach gave the Invocation, and Mr. Ryan Judy of Enid BSA Troop 11 led the Flag Salute.

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Motion was made by Commissioner Janzen and seconded by Commissioner Waddell to approve the minutes of the regular Commission meeting of September 7, 2017, and the vote was as follows:

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

NAY: None.

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Animal Adoption Coordinator Charlet Ringwald presented “Britney” and her sister “Christina,” 7 to 8-week-old female kittens available for adoption at the Enid Animal Shelter.

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A Certificate of Appreciation was read and presented by Mr. David Ritchie, President of the Northwest Oklahoma Association of Realtors, to recognize the Mayor and members of the City Commission for their efforts to protect private property rights.

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Motion was made by Commissioner Ezzell to adopt an ordinance amending the Enid Municipal Code, 2014, Title 2, entitled “Fee Schedule,” entitled “Article C,” “City Services and Facilities”, repealing Section 2-6C-5 entitled “Cherokee Strip Conference Center” due to the demolition of the building, and repealing Section 2-6C-6 entitled “Convention Hall” due to its repurposing and the management of the Central National Bank Center by Global Spectrum L.P.; and amending Title 6, entitled “Parking Regulations”, repealing Section 6-6-15 entitled “ Cherokee Strip Conference Center; Parking Permit” due to the demolition of the building, providing for repealer, savings clause, severability and codification.

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

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

NAY: None.

**ORDINANCE NO. 2017-18**

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

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Motion was made by Commissioner Janzen to adopt an ordinance amending the Enid Municipal Code, 2014, Title 10, entitled “Planning and Development” Chapter 4, entitled “Capital Improvement and Recovery” amending Section 10-4-2 entitled “Definitions” to modify the definitions used and provide definitions for “ADT” Allowable Cost” and “Index”; amending Section 10-4-3 entitled “Capital Improvement Requirements” to clarify language; amending Section 10-4-4 entitled “Capital Recovery for Public Improvements” to provide standardized procedures for all Capital Recovery projects, inflation multiplier of four percent; twenty year term length; amending Section 10-4-5 entitled “Special Conditions for Sanitary Sewer Improvements” to set out specific requirements for sanitary sewer improvements; amending Section 10-4-6 entitled “Special Conditions for Stormwater Improvements” to set out specific requirements for stormwater improvements; amending Section 10-4-7 entitled “Special Conditions for Water Improvements” to set out specific requirements for water; creating Section 10-4-8 “Special Conditions for Transportation” to set out specific requirements for road and signal improvements



projects; creating Section 10-4-9 entitled “City as Developer” to provide for City initiate improvements: providing for repealer, savings clause, severability, codification, and declaring an emergency.

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

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

NAY: None.

Interim City Attorney Carol Lahman noted that a second motion was required in order to move the emergency clause, to provide that the ordinance go into effect upon publication. This was necessary to allow transportation projects under construction to have the possibility of capital recovery.

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

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

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

NAY: None.

#### **ORDINANCE NO. 2017-19**

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

**DEVELOPER” TO PROVIDE FOR CITY INITIATED IMPROVEMENTS;  
PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY,  
CODIFICATION, AND EMERGENCY.**

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Motion was made by Commissioner Ezzell and seconded by Commissioner Waddell to adopt an ordinance amending the Enid Municipal Code, 2014, Title 4, entitled “Health and Sanitation”, Chapter 3, entitled “Litter; Handbills”, amending Section 4-3-2 entitled “Owner to Maintain Premises Free of Litter” to provide penalties; and Chapter 4, entitled “nuisance” Section 4-4-2 entitled “Unlawful to Maintain Nuisance” to provide penalties; and Chapter 6, entitled “Inoperable Vehicles” Section 4-6-8 entitled “Failure to Remove” to provide penalties; and Title 7, entitled “Public Ways & Property”, Chapter 7, entitled “Trees” amending Section 7-7-2 entitled “Removal of Dead or Diseased Trees; Trimming Trees” to provide penalties; Title 8, entitled “Utilities”, Chapter 4, entitled “Solid Waste” amending Section 8-4-7 entitled “Storing Trash” to provide penalties; providing for repealer, savings clause, severability and codification.

Following brief discussion, the vote was as follows:

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

NAY: None.

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Motion was made by Commissioner Ezzell and seconded by Commissioner Norwood to adopt an ordinance amending the Enid Municipal Code, 2014, Title 1, entitled “Administration”, Chapter 11, entitled “Municipal Court”, amending Section 1-11-8 entitled “Costs and Fees” to provide for the imposition of mandatory state court fees providing for repealer, saving clause, severability and codification, and the vote was as follows:

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

NAY: None.

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Motion was made by Commissioner Janzen and seconded by Commissioner Norwood to approve a resolution of the City of Enid, Oklahoma (the “City”) authorizing the Enid Economic Development Authority (the “Authority”) to assist the City in carrying out and administering the ADM Milling Economic Development Project Plan adopted by the City; approving and authorizing the execution of an Economic Development Agreement by and among the Authority, the City, and ADM Milling Co.; approving and authorizing the execution of a security agreement by and between the Authority and the City pertaining to the Tax Increment Revenues; approving the use of assistance in development financing; declaring an emergency; and containing other provisions relating thereto, and the vote was as follows:

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

NAY: None.

Attorney Nate Ellis from The Public Finance Law Group, PLLC, addressed commissioners regarding the reason for the emergency clause. He noted that the emergency provision was to allow the resolution to go into effect immediately to be able to execute the document, otherwise there would be a thirty day time period. He also noted that this pertained to the public health, peace, and safety of the City - effectively, the economic activity of keeping of jobs. He also explained that this satisfies the legal definition that you can lawfully declare an emergency.

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

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

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

NAY: None.

### **RESOLUTION**

**A RESOLUTION OF THE CITY OF ENID, OKLAHOMA (THE “CITY”) AUTHORIZING THE ENID ECONOMIC DEVELOPMENT AUTHORITY (THE “AUTHORITY”) TO ASSIST THE CITY IN CARRYING OUT AND ADMINISTERING THE ADM MILLING ECONOMIC DEVELOPMENT PROJECT PLAN ADOPTED BY THE CITY; APPROVING AND AUTHORIZING THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT BY AND AMONG THE AUTHORITY, THE CITY, AND ADM MILLING CO.; APPROVING AND AUTHORIZING THE EXECUTION OF A SECURITY AGREEMENT BY AND BETWEEN THE**

**AUTHORITY AND THE CITY PERTAINING TO THE TAX INCREMENT REVENUES; APPROVING THE USE OF ASSISTANCE IN DEVELOPMENT FINANCING; DECLARING AN EMERGENCY; AND CONTAINING OTHER PROVISIONS RELATING THERETO.**

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

WHEREAS, the City has adopted and approved the ADM Milling Economic Development Project Plan dated April 17, 2017 (the “Project Plan”) by Ordinance No. 2017-10 dated May 16, 2017 (the “Local Act”), pursuant to the Oklahoma Local Development Act, Title 62, Oklahoma Statutes, Section 850, *et seq.* as amended (the “Local Development Act”); and

WHEREAS, the City, by virtue of the Local Act, has heretofore created Increment District No. 8, City of Enid (as more specifically described herein, the “Increment District”), pursuant to the Local Development Act; and

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

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

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

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

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

SECTION 3. EXECUTION OF SECURITY AGREEMENT. The Security Agreement by and between the Authority and the City (the “Security Agreement”) pertaining to the transfer of the TIF Revenues (as defined in the TIF Ordinance) to the Authority in furtherance of the implementation of the Project Plan, is hereby approved and the Mayor or Vice Mayor and City Clerk or Deputy City Clerk are

hereby authorized to execute same for and on behalf of the City, and to do all other lawful things to carry out the terms and conditions of said Security Agreement.

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

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

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

PASSED AND APPROVED THIS 19<sup>TH</sup> DAY OF SEPTEMBER, 2017.

THE CITY OF ENID, OKLAHOMA

(SEAL)

By: /s/ William E. Shewey  
Mayor

ATTEST:

By: /s/ Alissa K. Lack  
City Clerk

CERTIFICATE  
OF  
CITY COMMISSIONERS ACTION

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

I further certify that the City Commissioners of The City of Enid, Oklahoma held a Regular Meeting at 6:30 o'clock P.M., on September 19, 2017, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

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

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

PRESENT: Commissioners Ron Janzen, Derwin Norwood, Jr., Ben Ezzell, Jonathan Waddell, Tammy Wilson and Mayor William Shewey.

ABSENT: Commissioner George Pankonin.

MOTION MADE BY: Commissioner Janzen.

MOTION SECONDED BY: Commissioner Norwood.

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

NAY: None.

MOTION DECLARING AN EMERGENCY MADE BY: Commissioner Janzen.

MOTION SECONDED BY: Commissioner Ezzell.

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

NAY: None.

WITNESS MY HAND THIS 19<sup>TH</sup> DAY OF SEPTEMBER, 2017.

THE CITY OF ENID, OKLAHOMA

/s/ Alissa K. Lack

City Clerk

(SEAL)

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

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

NAY: None.

- (1) Acceptance of work in Project No. F-1205A, 411 W. Chestnut Drainage Improvement, as completed by the contractor, Downey Construction, Oklahoma City, Oklahoma;
- (2) Allowance of the following claims for payment as listed:

(List Claims)

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

- TRUSTEES OF THE ENID MUNICIPAL AUTHORITY -

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

ABSENT: Trustee Pankonin.

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Motion was made by Commissioner Ezzell and seconded by Commissioner Wilson for approval of purchase of a horizontal baler from J.V. Manufacturing, Inc., Springdale, Arkansas, in the amount of \$59,281.75, and purchase of a vertical baler from Marathon Equipment, Vernon, Alabama, in the amount of \$9,800.00, for the Solid Waste Department.

Following brief discussion, the vote was as follows:

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

NAY: None.

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Chief Financial Officer Erin Crawford noted that at the meeting of August 15, 2017, the commission approved the purchase of a scraper for the landfill. This item was to approve execution of the lease documents.

Motion was made by Commissioner Waddell and seconded by Commissioner Wilson for approval of a lease agreement with Caterpillar Services Corporation for a 623K Caterpillar Scraper, for the Public Utilities Division, in the monthly payment amount of \$11,950.00, and the vote was as follows:

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

NAY: None.

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

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

NAY: None.

(List Claims)

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

- TRUSTEES OF THE ENID ECONOMIC DEVELOPMENT AUTHORITY -

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

ABSENT: Trustee Pankonin.

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Motion was made by Commissioner Ezzell and seconded by Commissioner Norwood to approve a resolution accepting the responsibilities as designated to the Enid Economic Development Authority



(the “Authority”) by the City of Enid, Oklahoma (the “City”) pursuant to the ADM Milling Economic Development Project Plan adopted by the City; approving and authorizing the execution of an Economic Development Agreement by and among the Authority, the City, and ADM Milling Co.; approving and authorizing the execution of a security agreement by and between the Authority and the City pertaining to the Tax Increment Revenues; approving the use of assistance in development financing; and containing other provisions relating thereto, and the vote was as follow:

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

NAY: None.

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

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

NAY: None.

(List Claims)

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

- TRUSTEES OF THE ENID PUBLIC TRANSPORTATION AUTHORITY –

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

ABSENT: Trustee Pankonin.

\*\*\*\*\*

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

AYE: Trustees Janzen, Norwood, Ezzell, Waddell, Wilson 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 Monarch butterfly migration, Interstate 35 being referred to as Monarch Highway, and issues regarding Monarch habitats and eggs that were destroyed along U.S. 81 Highway. She also spoke regarding efficiency and the “crane trucks” that pick up piles of trash and debris, suggesting that they might pick up at other locations on the way to a designated pick up area. Additionally, she expressed concern regarding landfill use and those who might not have a mode of transportation to take things to the landfill.

\*\*\*\*\*

Commissioner Ezzell made a motion to table Item 21, Consider Convening Into Executive Session To Discuss Pending Complaints Concerning Working Conditions Within The Public Works Department; And Reconvene Into Regular Session To Take Any action As Is Deemed Appropriate And Necessary. He explained that all of the commissioners took working conditions and complaints very seriously, and in the absence of Commissioner Pankonin, he moved to table the item until the commission had an opportunity for all seven members to consider this matter fully.

Ms. Lahman explained that a motion was not needed to table the item, it would only require lack of a motion to convene into executive session.

\*\*\*\*\*

Mr. Michael Goodpasture, 628 North Malone Street, addressed commissioners and explained that he was currently an employee of the City of Enid, and had been so for the past thirty-three years. Mr.

Goodpasture was also the president of AFSCME 1136 that represents some two hundred municipal employees. He noted that he would reserve comment for the next meeting, but also noted that Public Works took the issue very seriously.

\*\*\*\*\*

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

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

NAY: None.

The meeting adjourned at 7:02 P.M.

MINUTES OF SPECIAL MEETING OF THE  
MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ENID, OKLAHOMA,  
HELD ON THE 24TH DAY OF JULY 2017

The Mayor and Board of Commissioners of the City of Enid, County of Garfield, State of Oklahoma, met in special session at 5:30 P.M. on the 25th day of September 2017, in the Council Chambers of the Administration Building of the City of Enid, located at 401 West Owen K. Garriott Road in said city, pursuant to notice given by forty-eight (48) hours in advance 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 22nd day of September 2017.

-MAYOR AND BOARD OF COMMISSIONERS-

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

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

ABSENT: None.

Staff present were City Manager Jerald Gilbert, Interim City Attorney Carol Lahman, City Clerk Alissa Lack, Chief Financial Officer Erin Crawford, Director of Marketing and Public Relations Steve Kime and Human Resources Director Sonya Key.

\*\*\*\*\*

Mr. Michael Goodpasture, 628 North Malone Street, addressed commissioners. He explained that he was a City of Enid worker and had been for the past thirty-three years, and that he represented approximately two hundred workers at the City of Enid. He noted that Interim City Attorney Carol Lahman would explain to commissioners what issues were going on and share testimonies provided by employees throughout the City concerning the matter to be discussed in Executive Session. He expressed concern regarding the culture within the City of Enid deteriorating, and explained that employees were

asking for dignity and respect. He noted that there had been no complaints of diminished productivity, and attributed that to the character of the employees. He stated that what had happened in the last six months or so could not be tolerated anymore. They had exhausted all of the processes through the City Personnel Manual and through their contract, and were now had gone before commissions. He also acknowledged that he had never seen this happen before, and hoped that he wouldn't have to see it happen again in the future.

Motion was made by Commissioner Waddell and seconded by Commissioner Pankonin to convene into Executive Session to discuss pending complaints concerning working conditions within the Public Works Department, and the vote was as follows:

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

NAY: None.

The meeting convened into Executive Session at 5:35 P.M.

\*\*\*\*\*

In Executive Session the Commission discussed pending complaints concerning working conditions within the Public Works Department.

\*\*\*\*\*

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

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

NAY: None.

The meeting reconvened into special session at 7:31 P.M.

\*\*\*\*\*

Mayor Shewey noted that he had a short statement to make. He stated that commissioners had reviewed the extensive report from the City Attorney, and were deeply concerned with the findings contained therein. They would be reviewing the progress made on the recommendations in the report.

\*\*\*\*\*

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

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

NAY: None.

The meeting adjourned at 7:32 P.M.

**City Commission Meeting**

7.1.

**Meeting Date:** 10/03/2017

**Submitted By:** Karla Ruther, Planning Assistant

---

**SUBJECT:**

**CONSIDER SIDEWALK VARIANCE FOR ADM MILLING, LOCATED AT 1301 NORTH 4TH STREET, DESCRIBED AS S/2, SECTION 5, TOWNSHIP 22 NORTH, RANGE 6 WEST, INDIAN MERIDIAN.**

**BACKGROUND:**

Mr. Cody Curtis applied for a building permit to erect a electrical building located at 1301 N. 4 TH Street. The property is zoned "I-3" Heavy Industrial. Section 10-6-1 B: requires sidewalks that parallel abutting streets: Addition, redevelopment and infill development on property used as or zoned as industrial. See attachment for reasons desiring approval.

On September 18, 2017 the Metropolitan Area Planning Commission unanimously recommended approval.

**RECOMMENDATION:**

Consider variance.

**PRESENTER:**

Chris Bauer, Planning Administrator

---

**Attachments**

Location map

ADM Sidewalk Variance App

---







Planning & Zoning Department  
Chris Bauer, Planning Administrator  
[cbauer@enid.org](mailto:cbauer@enid.org)  
580-616-7217  
PO Box 1768, 401 West Garriott  
Enid OK 73702

## VARIANCE PETITION

(Due 20 days prior to Metropolitan Area Planning Commission meeting date)

Location: \_\_\_\_\_ (street address):

Legal description: \_\_\_\_\_  
\_\_\_\_\_

Current zoning of property: \_\_\_\_\_

Variance Request: \_\_\_\_\_

Section: \_\_\_\_\_ 10-6-1: B. Sidewalks Required per Ordinance 2016-3

Reasons for desiring approval of the Variance are as follows: (additional pages may be added) \_\_\_\_\_

\_\_\_\_\_ at an existing truck loop and railroad right-of-way.

I, or we, have attached a site plan of the proposed construction.

I, or We, hereby petition the **Metropolitan Area Planning Commission and Mayor and Board of Commissioners** for a variance to the following provision(s) of the City of Enid Ordinance, Section 12-1-8.

The Planning Commission may recommend a variance from the title when, in its opinion, undue hardship any result from strict compliance. In recommending any variance, the Planning Commission shall prescribe only conditions that it deems necessary to, or desirable for, the public interest. In making its findings, as required herein below, the Planning Commission shall take into account the nature of proposed land use and the existing use of land in the vicinity, the number of persons to reside or work in the property subdivision and the probable effect of the proposed subdivision upon traffic conditions in the vicinity. No variance shall be granted unless the Planning Commission finds:

1. That there are special circumstances or conditions affecting said property such that the strict application of the provisions of this title would deprive the applicant of the reasonable use of his land.
2. That the variance is necessary for the preservation and enjoyment of a substantial property right of the petitioner.
3. That the granting of the variance will not be detrimental to the public welfare or injurious to other property in the territory in which said property is situated.
4. That the modifications have been requested in writing by the subdivider stating the reasons for each modification and that the variance is approved by a three-fourths (3/4) vote of the regular membership of the Planning Commission.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Applicant's signature: \_\_\_\_\_ Telephone: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Hearing set for the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

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**City Commission Meeting**

7.2.

**Meeting Date:** 10/03/2017

**Submitted By:** Karla Ruther, Planning Assistant

---

**SUBJECT:**

**CONSIDER SIDEWALK VARIANCE FOR JERRY HOLDING, LOCATED AT 1129 NORTH 54TH STREET, DESCRIBED AS SE/4, SECTION 1, TOWNSHIP 22 NORTH, RANGE 6 WEST, INDIAN MERIDIAN, TRACT 7, ENID ENERGY CENTER FIRST SECTION.**

**BACKGROUND:**

Mr. Jerry Holding applied for a building permit to erect an addition at 1129 North 54th Street. The property is zoned "I-2" Light Industrial. Section 10-6-1 B: requires sidewalks that parallel abutting streets: Addition, redevelopment and infill development on property used as or zoned as industrial. See attachment for reasons desiring approval.

On September 18, 2017 the Metropolitan Area Planning Commission unanimously recommended approval.

**RECOMMENDATION:**

Consider variance.

**PRESENTER:**

Chris Bauer, Planning Administrator

---

**Attachments**

Location Map

Variance application

Reasons & site plan

---

Sooner Trend Rd

54th St





Planning & Zoning Department  
Chris Bauer, Planning Administrator  
[cbauer@enid.org](mailto:cbauer@enid.org)  
580-616-7217  
PO Box 1768, 401 West Garriott  
Enid OK 73702

## VARIANCE PETITION

(Due 20 days prior to Metropolitan Area Planning Commission meeting date)

Location: 1129 North 54th Street (street address):

Legal description: SW/4, Section 1, T22N, R6W - Garfield County, Enid  
Tract 7, Enid Energy Center - First Section

Current zoning of property: I-2 Industrial

Variance Request: To eliminate the requirement for City Sidewalk along 54th Street

Section: 10-6-1: B. Sidewalks Required per Ordinance 2016-3

Reasons for desiring approval of the Variance are as follows: (additional pages may be added) See Attached

I, or we, have attached a site plan of the proposed construction.

I, or We, hereby petition the **Metropolitan Area Planning Commission and Mayor and Board of Commissioners** for a variance to the following provision(s) of the City of Enid Ordinance, Section 12-1-8.

The Planning Commission may recommend a variance from the title when, in its opinion, undue hardship any result from strict compliance. In recommending any variance, the Planning Commission shall prescribe only conditions that it deems necessary to, or desirable for, the public interest. In making its findings, as required herein below, the Planning Commission shall take into account the nature of proposed land use and the existing use of land in the vicinity, the number of persons to reside or work in the property subdivision and the probable effect of the proposed subdivision upon traffic conditions in the vicinity. No variance shall be granted unless the Planning Commission finds:

1. That there are special circumstances or conditions affecting said property such that the strict application of the provisions of this title would deprive the applicant of the reasonable use of his land.
2. That the variance is necessary for the preservation and enjoyment of a substantial property right of the petitioner.
3. That the granting of the variance will not be detrimental to the public welfare or injurious to other property in the territory in which said property is situated.
4. That the modifications have been requested in writing by the subdivider stating the reasons for each modification and that the variance is approved by a three-fourths (3/4) vote of the regular membership of the Planning Commission.

Dated this 2 day of August, 2017.

Applicant's signature: \_\_\_\_\_

Telephone: 580.5419338

Printed Name: Jerry Holding

Email: cburdick@envirotechconsulting.com

Address: 205 North Oakwood Road

Date of Hearing set for the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

---



2500 North Eleventh Street ☐ Enid, OK 73701 ☐ (580) 234-8780 ☐ Fax (580) 237-4302 ☐ www.envirotechconsulting.com

August 2, 2017

**Re: Sidewalk Variance Petition Request**

**TO: METROPOLITAIN AREA PLANNING COMMISSION AND MAYOR AND BOARD OF COMMISSIONERS:**

I, or We, hereby petition the MAPC & MAYOR AND BOARD OF COMMISSIONERS for a variance to the following provision of the Ordinances of the City of Enid:

*Section 10-6-1 Sidewalk Required: Requiring sidewalks in new developments.*

This petition concerns the following described property situated within the City of Enid, Oklahoma, (legal description):

*Section 1 - T22N - R6W*

Located at:

*1129 North 54<sup>th</sup> Street  
Enid, Oklahoma 73701*

Current zoning of property: *I2*

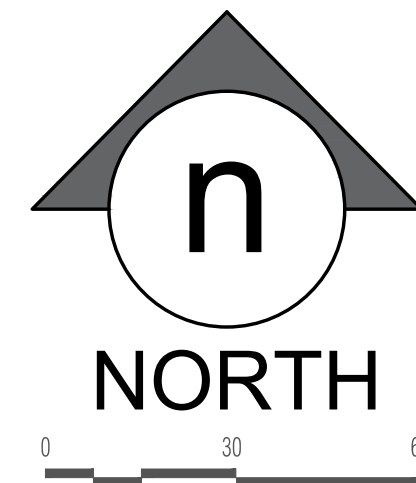
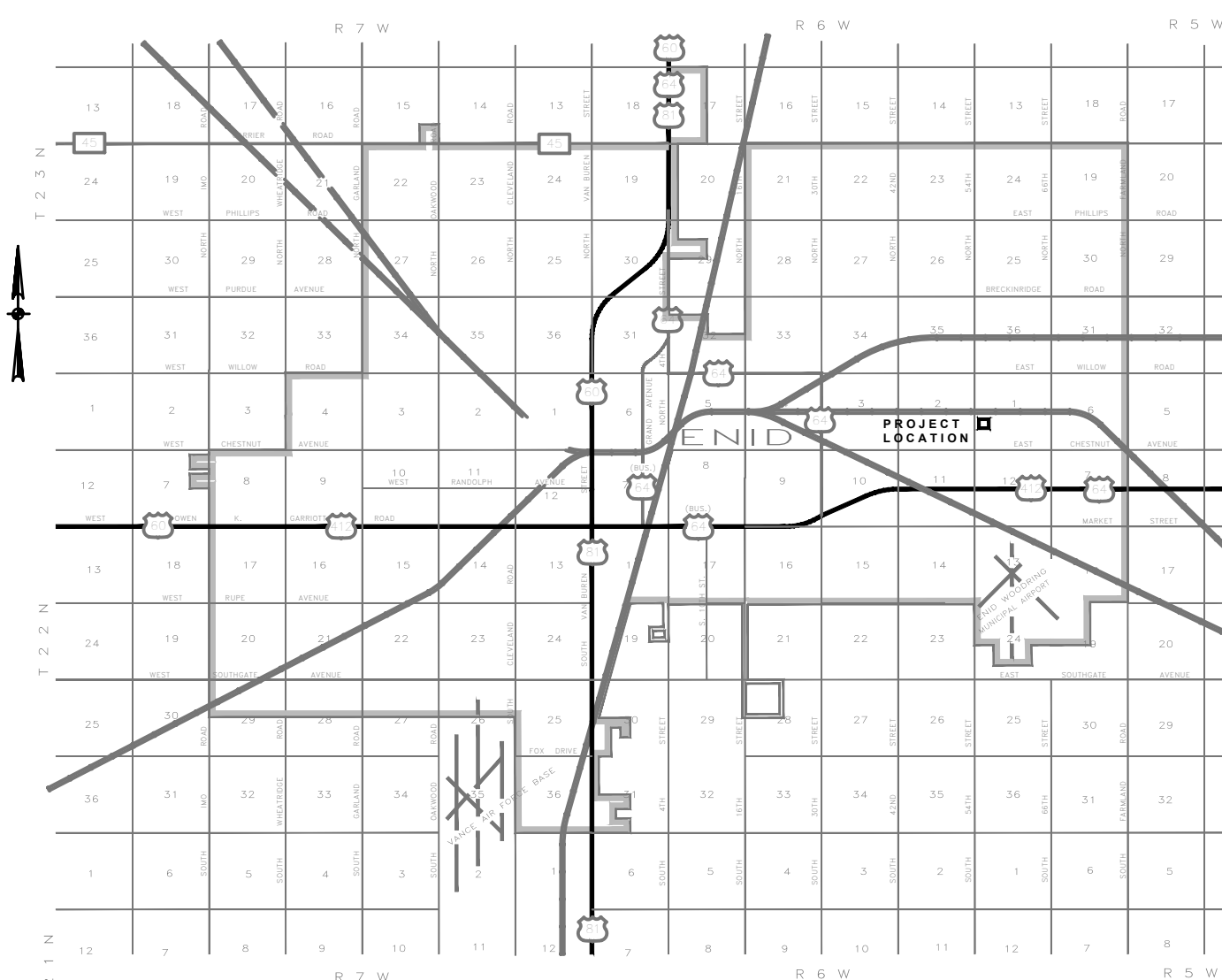
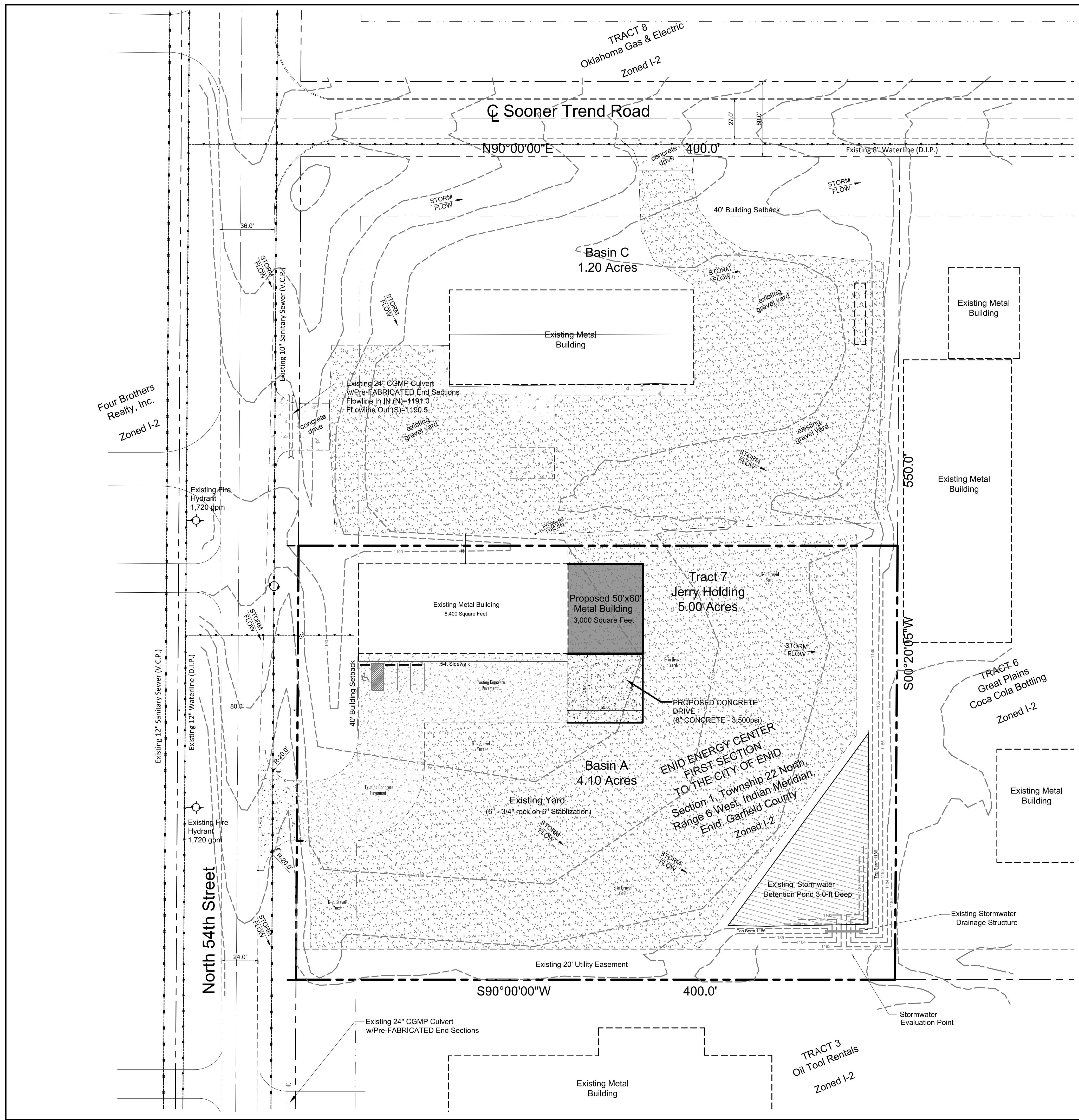
Reasons for desiring approval of the Variance area as follows:

*The property is located in an existing Industrial Park with no existing sidewalks. The accessible area between the edge of 54<sup>th</sup> Street and the existing Right-of-Way and fence is approximately 20-feet, of which contains an existing sanitary sewer line with above ground manholes, existing barrow ditch approximately 2.5 feet in depth with 3:1 side slopes and an existing 24-in storm culvert under the entrance to the property.*

*The lack of accessible space and terrain make adding an ADA accessible sidewalk impossible. The only location that might be remotely possible would be adjacent to the edge of the roadway and with the volume and speed of traffic in this area we feel could cause hazard to the public.*

I, or we, have attached a plot plan of the proposed construction.

I, or we, hereby agree to pay the filing fee as prescribed by ordinance, said fee to partially defray the cost of public notice.



**TRACT 7, ENID ENERGY CENTER FIRST SECTION TO THE CITY OF ENID, GARFIELD COUNTY, ENID, OKLAHOMA**

**LEGEND**

- Existing Contours
- New Property Line
- Proposed Contours
- New Parking Striping
- New Dimensions
- New Curb Dimensions
- Existing Pavement
- Proposed New Pavement
- Existing Gravel
- Existing Structure
- Proposed Structure
- Proposed Stormwater Detention

**Site Data**

Property Zoning	I-2
Proposed Developed Area	5,250 S.F.
	0.121 Acres
Concrete Paving	2,250 s.f.
Proposed Structure	3,000 s.f.
Number of Floors	Single Story
Impervious Surface Area	5,250 s.f.
Existing Impervious Surface Area	5,250 s.f.
Net Impervious Area	0 s.f.

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NO.	DATE	REVISION	DRAWN BY	CHECKED BY

**ENVIROTECH**  
ENGINEERING & CONSULTING, INC.

2500 North 11th Street - Enid, Oklahoma 73701  
Phone (580) 234-8780, Fax (580) 237-4302  
C.A. #960 - Expiration Date 6-30-2012  
www.envirotechconsulting.com

**Jerry Holding**  
205 North Oakwood Road  
Enid, Oklahoma 73703  
580.233.3292

**SITE PLAN**  
ENID ENERGY CENTER  
Southwest Quarter Section 1, Township 22 North, Range 6 West

Date:	July 28, 2017
Scale:	1"=30'
Designed by:	C. Burdick
Drawn by:	C. Burdick
Checked by:	J. Stallings
Project No.:	17297



**City Commission Meeting**

**7.3.**

**Meeting Date:** 10/03/2017

**Submitted By:** Karla Ruther, Planning Assistant

---

**SUBJECT:**

**CONSIDER SIDEWALK VARIANCE FOR ATWOODS, LOCATED AT 5810 WEST OWEN K GARRIOTT ROAD, DESCRIBED AS SE/4, SECTION 10, TOWNSHIP 22 NORTH, RANGE 6 WEST, INDIAN MERIDIAN.**

**BACKGROUND:**

Mr. Tyler Williams with Envirotech Engineering and Consulting is asking for a variance to terminate the sidewalk at the edge of the drainage channel on the Atwoods site, located at 5810 West Owen K Garriott Road. The property is zoned "C-2" Planned Business Center. Section 10-6-1 B: requires sidewalks that parallel abutting streets: Addition, redevelopment and infill development on property used as or zoned as industrial. See attachment for reasons desiring approval.

On September 18, 2017 the Metropolitan Area Planning Commission unanimously recommended approval.

**RECOMMENDATION:**

Consider variance.

**PRESENTER:**

Chris Bauer, Planning Administrator

---

**Attachments**

Location map

Application & site plan

---



Texoma

Eufaula

Fountain Head Dr

Brookwood

Parkwood A

W Cherokee Ave

Atwood

S Garland Rd

412

KL Drive

KL Drive



2500 North Eleventh Street Enid, OK 73703 (580)234-8780 Fax (580)237-4302

# Memo

**To:** Mr. Robert Hitt  
City of Enid  
401 W. Owen K. Garriott  
Enid, OK 73701

**From:** Tyler Williams, PE

**Date:** August 24, 2017

**Re:** Sidewalk Variance Request for Atwoods Commercial Parking Development at 5810 W. Owen K. Garriott Rd. in Enid, Oklahoma.

---

Envirotech Engineering and Consulting is submitting this Sidewalk Variance request for the Atwoods Commercial Parking located at 5810 W. Owen K. Garriott Rd. Envirotech met with City of Enid Engineering Inspector Mr. Tom Harrison on site on August 14<sup>th</sup> to discuss the alignment of the proposed sidewalk across the Owen K. Garriott Rd. (Highway 412) frontage.

The approved site plan, attached herewith, shows the proposed sidewalk alignment terminating in the bottom of the adjacent Corp. of Engineers drainage ditch at the east property line. The owner and Envirotech are concerned that termination of the sidewalk in the bottom of the channel is a public safety hazard and creates undue maintenance of the sidewalk. Additionally, Corp. of Engineers approval will be required prior to placing the structure in the channel

It is proposed that when the frontage road is extended to the west and therefore the box culvert under Owen K. Garriott extended north, the sidewalk will be joined to the east property line by the owner. This will create continuous, safe access to all features along the north side of Owen K. Garriott Rd. (Highway 412).

Attached herewith is the City of Enid Sidewalk Variance Request form, a sidewalk figure of the proposed termination point and the approve Site Plan for the project.

Best regards,

Envirotech Engineering & Consulting, Inc.

A handwritten signature in black ink, appearing to read 'Tyler Williams', is written over a light blue horizontal line.

Tyler, Williams, P.E.



Planning & Zoning Department  
Chris Bauer, Planning Administrator  
[cbauer@enid.org](mailto:cbauer@enid.org)  
580-616-7217  
PO Box 1768, 401 West Garriott  
Enid OK 73702

## VARIANCE PETITION

**(Due 20 days prior to Metropolitan Area Planning Commission meeting date)**

Location: 5810 W. Owen K. Garriott (street address):

Legal description: SE/4, Sec. 10, T22N, R6W

Atwoods Commercial Parking Lot

Current zoning of property: C-3

Variance Request: Terminate Side prior to East Property Line

Section: 10-6-1: B. Sidewalks Required per Ordinance 2016-3

Reasons for desiring approval of the Variance are as follows: (additional pages may be added) Current alignment terminates that sidewalk at the bottom of the adjacent drainage channel. See attached figure.

I, or we, have attached a site plan of the proposed construction.

I, or We, hereby petition the **Metropolitan Area Planning Commission and Mayor and Board of Commissioners** for a variance to the following provision(s) of the City of Enid Ordinance, Section 12-1-8.

The Planning Commission may recommend a variance from the title when, in its opinion, undue hardship any result from strict compliance. In recommending any variance, the Planning Commission shall prescribe only conditions that it deems necessary to, or desirable for, the public interest. In making its findings, as required herein below, the Planning Commission shall take into account the nature of proposed land use and the existing use of land in the vicinity, the number of persons to reside or work in the property subdivision and the probable effect of the proposed subdivision upon traffic conditions in the vicinity. No variance shall be granted unless the Planning Commission finds:

1. That there are special circumstances or conditions affecting said property such that the strict application of the provisions of this title would deprive the applicant of the reasonable use of his land.
2. That the variance is necessary for the preservation and enjoyment of a substantial property right of the petitioner.
3. That the granting of the variance will not be detrimental to the public welfare or injurious to other property in the territory in which said property is situated.
4. That the modifications have been requested in writing by the subdivider stating the reasons for each modification and that the variance is approved by a three-fourths (3/4) vote of the regular membership of the Planning Commission.

Dated this 17 day of August, 2017.

Applicant's signature: \_\_\_\_\_

Telephone: 580-234-8780

Printed Name: Tyler Williams

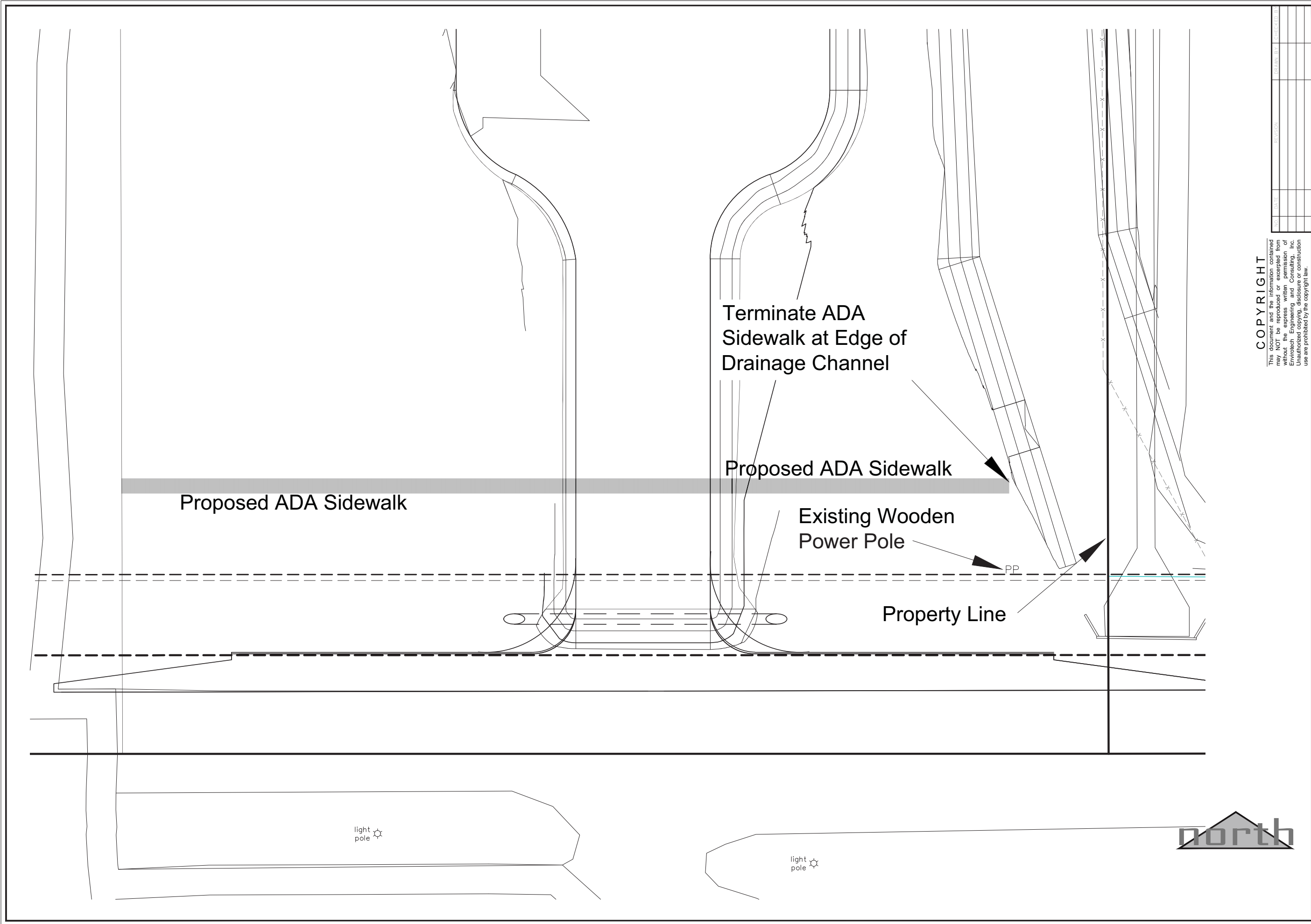
Email: 580-234-8780

Address: 2500 N. 11th Street, Enid, Ok

Date of Hearing set for the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

---

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Proposed ADA Sidewalk

Terminate ADA Sidewalk at Edge of Drainage Channel

Proposed ADA Sidewalk

Existing Wooden Power Pole

Property Line

light pole

light pole



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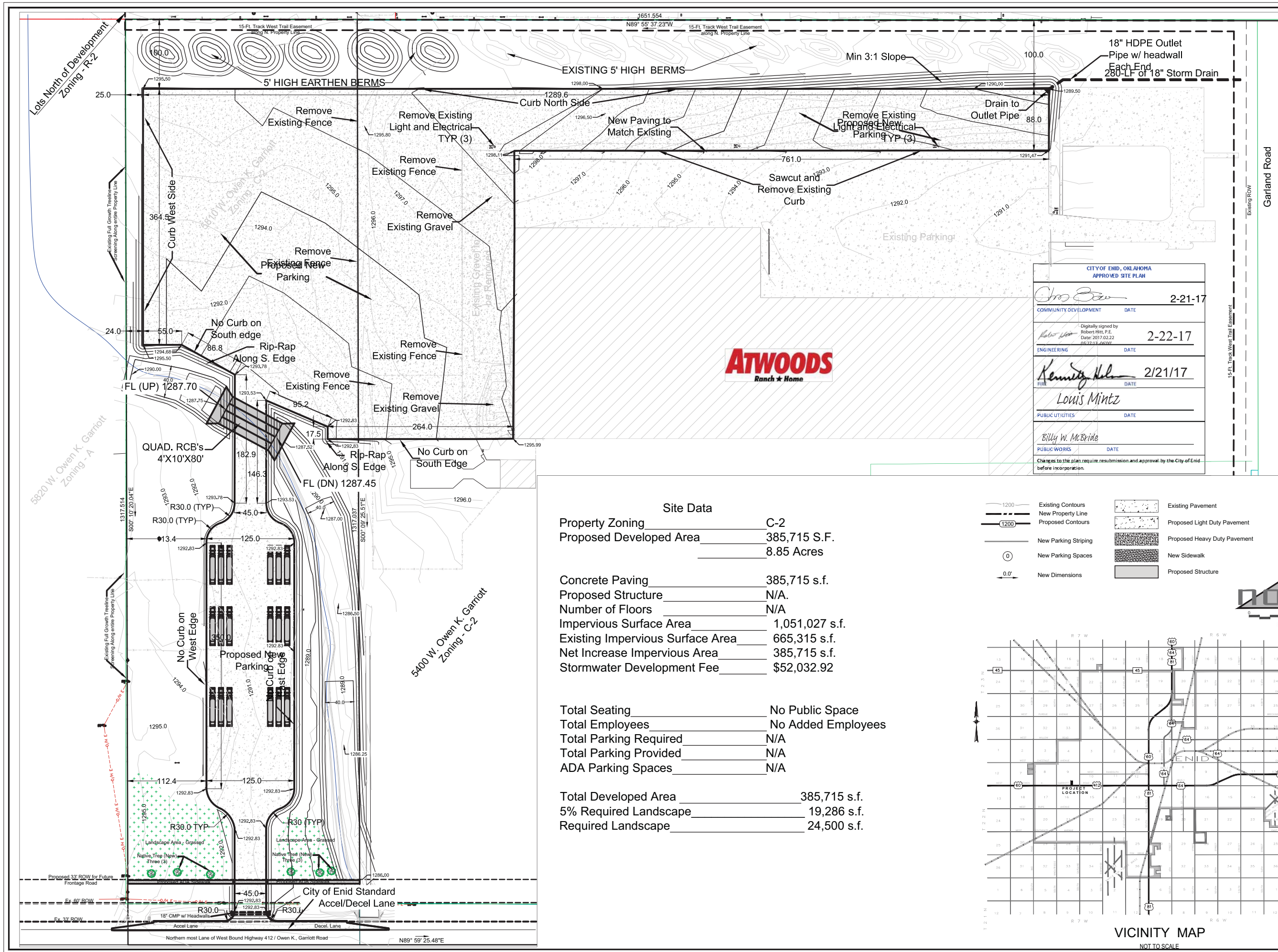
**SIDEWALK ALIGNMENT**

Owen K. Garratt - 42nd Street

Southeast/4, Section 10, Township 22 North, Range 6 West

Date:	August 17, 2017
Scale:	1" = 30'
Designed by:	T. Williams
Drawn by:	T. Williams
Checked by:	J. Stallings
Project No.	16.371

2500 North 11th Street - Frid, Oklahoma 73701  
 Phone: (580) 234-8780, Fax: (580) 237-4302  
 C.A. #1860 - Expiration Date: 6-30-2018  
 www.envirotechconsulting.com



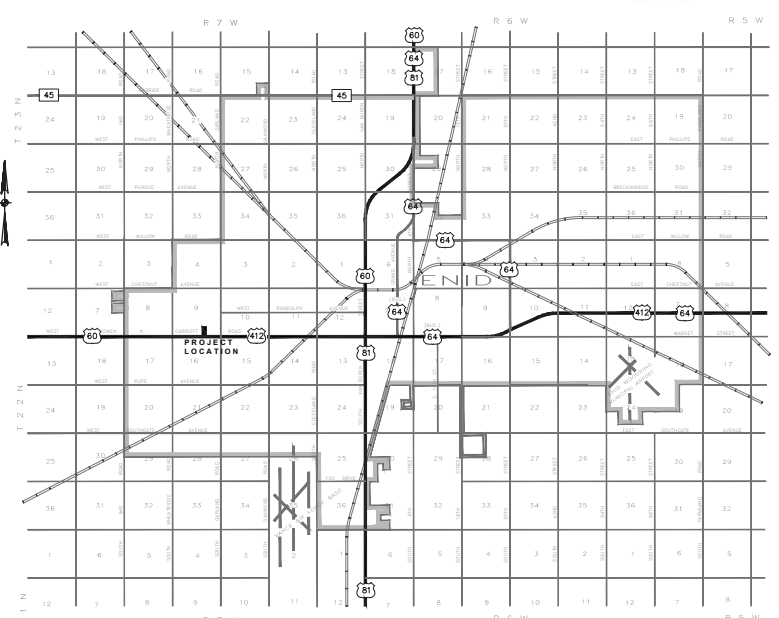
CITY OF ENID, OKLAHOMA APPROVED SITE PLAN	
<i>Chris Brown</i>	2-21-17
COMMUNITY DEVELOPMENT	DATE
Digitally signed by Robert Hitt, P.E. Date: 2017.02.22 09:23:13 -0500	2-22-17
ENGINEERING	DATE
<i>Kennedy Hill</i>	2/21/17
FILE	DATE
<i>Louis Mintz</i>	
PUBLIC UTILITIES	DATE
<i>Billy W. McBride</i>	
PUBLIC WORKS	DATE
Changes to the plan require resubmission and approval by the City of Enid before incorporation.	



Site Data	
Property Zoning	C-2
Proposed Developed Area	385,715 S.F.
	8.85 Acres
Concrete Paving	385,715 s.f.
Proposed Structure	N/A
Number of Floors	N/A
Impervious Surface Area	1,051,027 s.f.
Existing Impervious Surface Area	665,315 s.f.
Net Increase Impervious Area	385,715 s.f.
Stormwater Development Fee	\$52,032.92

Total Seating	No Public Space
Total Employees	No Added Employees
Total Parking Required	N/A
Total Parking Provided	N/A
ADA Parking Spaces	N/A
Total Developed Area	385,715 s.f.
5% Required Landscape	19,286 s.f.
Required Landscape	24,500 s.f.

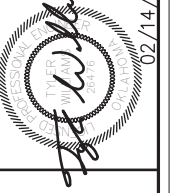
1200	Existing Contours		Existing Pavement
	New Property Line		Proposed Light Duty Pavement
	Proposed Contours		Proposed Heavy Duty Pavement
	New Parking Striping		New Sidewalk
	New Parking Spaces		Proposed Structure
	New Dimensions		



VICINITY MAP  
NOT TO SCALE

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E-mail: info@envirotechinc.com  
www.envirotechconsulting.com



**CRABB'S CONSTRUCTION**

**BUILDING ADDITION SITE PLAN**  
5810 W. Owen K. Garritt  
Southeast 1/4, Section 10, Township 22 North, Range 6 West

Date:	January 04, 2017
Scale:	1" = 60'
Designed by:	T. Williams
Drawn by:	T. Williams
Checked by:	J. Stallings
Project No.:	16.371

**Meeting Date:** 10/03/2017

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

---

**SUBJECT:**

CONSIDER AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 7, ENTITLED "PUBLIC WAYS AND PROPERTY," CHAPTER 11, ENTITLED "ART IN PUBLIC PLACES," TO AMEND SECTION 7-11-1, ENTITLED "PURPOSE"; TO CLARIFY INTENT; SECTION 7-11-2, ENTITLED "DEFINITIONS" TO SIMPLIFY DEFINITIONS; TO AMEND AND RENAME SECTION 7-11-3 TO BE ENTITLED "ART IN PUBLIC PLACES ACCOUNT" TO PROVIDE FOR USE OF MONEY AND TO ALLOW FOR FUNDS TO ACCUMULATE; TO AMEND AND RENAME SECTION 7-11-4 TO BE ENTITLED "DEDICATION FOR ART"; TO AMEND AND RENAME SECTION 7-11-5 TO BE ENTITLED "DISPLAY OF ART IN PUBLIC PLACES" TO CLARIFY PROCEDURE; TO AMEND AND RENAME SECTION 7-11-6 TO BE ENTITLED "ACQUISITION OF PUBLIC ART" TO IDENTITY VARIOUS METHODS OF ART ACQUISITION; TO AMEND AND RENAME SECTION 7-11-7 TO BE ENTITLED "OWNERSHIP"; TO AMEND AND RENUMBER SECTION 7-11-8 TO BE ENTITLED "PUBLIC ARTS COMMISSION OF ENID" TO ADD TERMS FOR OFFICERS; TO AMEND SECTION 7-11-9 ENTITLED "DUTIES OF THE PUBLIC ARTS COMMISSION" TO CLARIFY SCOPE OF DUTIES; TO AMEND AND RENAME SECTION 7-11-10 TO BE ENTITLED "ART IN PUBLIC PLACES COLLECTION POLICY" TO AMEND AND RENAME SECTION 7-11-11 TO BE ENTITLED "GUIDELINES"; TO AMEND AND RENAME SECTION 7-11-12 TO BE ENTITLED "ART SELECTION"; TO AMEND SECTION 7-11-13 ENTITLED "WORKS OF ART ON CITY SIDEWALKS AND RIGHTS OF WAY" TO CLARIFY PROCESS; AND REPEAL OF SECTION 7-11-14; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

**BACKGROUND:**

This Ordinance was reviewed at the September 7, 2017 Study Session and presented to the Public Arts Commission of Enid (PACE) at the September 2017 meeting. One suggestion was made that has been incorporated into the Ordinance in Section 7-11-12 (c).

PACE requested the authority to expend money on preliminary work for projects PACE was considering prior to presenting the project for final approval to the City Council.

This allows such preliminary or feasible work to be approved by the City Manager rather than requiring approval of the City Commission.

**RECOMMENDATION:**

Approve ordinance.

**PRESENTER:**

Carol Lahman, Interim City Attorney

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**Attachments**

Ordinance

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ORDINANCE NO. 2017-\_\_\_\_\_

AN ORDINANCE AMENDING THE ENID MUNICIPAL CODE, 2014, TITLE 7, ENTITLED "PUBLIC WAYS AND PROPERTY," CHAPTER 11, ENTITLED "ART IN PUBLIC PLACES," TO AMEND SECTION 7-11-1, ENTITLED "PURPOSE"; TO CLARIFY INTENT; SECTION 7-11-2, ENTITLED "DEFINITIONS" TO SIMPLIFY DEFINITIONS; TO AMEND AND RENAME SECTION 7-11-3 TO BE ENTITLED "ART IN PUBLIC PLACES ACCOUNT" TO PROVIDE FOR USE OF MONEY AND TO ALLOW FOR FUNDS TO ACCUMULATE; TO AMEND AND RENAME SECTION 7-11-4 TO BE ENTITLED "DEDICATION FOR ART"; TO AMEND AND RENAME SECTION 7-11-5 TO BE ENTITLED "DISPLAY OF ART IN PUBLIC PLACES" TO CLARIFY PROCEDURE; TO AMEND AND RENAME SECTION 7-11-6 TO BE ENTITLED "ACQUISITION OF PUBLIC ART" TO IDENTIFY VARIOUS METHODS OF ART ACQUISITION; TO AMEND AND RENAME SECTION 7-11-7 TO BE ENTITLED "OWNERSHIP"; TO AMEND AND RENUMBER SECTION 7-11-8 TO BE ENTITLED "PUBLIC ARTS COMMISSION OF ENID" TO ADD TERMS FOR OFFICERS; TO AMEND SECTION 7-11-9 ENTITLED "DUTIES OF THE PUBLIC ARTS COMMISSION" TO CLARIFY SCOPE OF DUTIES; TO AMEND AND RENAME SECTION 7-11-10 TO BE ENTITLED "ART IN PUBLIC PLACES COLLECTION POLICY" TO AMEND AND RENAME SECTION 7-11-11 TO BE ENTITLED "GUIDELINES"; TO AMEND AND RENAME SECTION 7-11-12 TO BE ENTITLED "ART SELECTION"; TO AMEND SECTION 7-11-13 ENTITLED "WORKS OF ART ON CITY SIDEWALKS AND RIGHTS OF WAY" TO CLARIFY PROCESS; AND REPEAL OF SECTION 7-11-14; PROVIDING FOR REPEALER, SAVINGS CLAUSE, SEVERABILITY AND CODIFICATION.

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

**7-11-1: PURPOSE:**

The purpose of this chapter is:

A. ~~To provide a means to fund the acquisition of works of art by the city, which art shall become the city's collection, to create an arts commission, to provide a means to select works of art for the collection, to provide for the display of the collection and to provide for the maintenance and repair of the works of art in the collection.~~ To provide a means to fund the acquisition, display and maintenance of works of art by the city, and to integrate art when appropriate into major city construction projects.

B. ~~To provide a means for each major city construction project to have an appropriate display of art integrated into the project, to provide for dedication of art, and to provide for administration of funds and to provide for ownership of artwork.~~ To create an arts commission to help promote art in public places throughout Enid, to assist in the selection of works of art for the city's collection and to aid in the developing of programs to enhance and maintain the collection.

C. ~~To provide a procedure by which works of art may be displayed on city sidewalks and rights of way.~~ To provide a permitting process to facilitate the display of art on city streets and rights of way.

(Ord. 2016-18, 9-8-2016)

## **7-11-2: DEFINITIONS:**

For purposes of this chapter the following words or phrases shall be defined as set out below:

**ART IN PUBLIC PLACES:** ~~Any "work of art", as defined herein, displayed for two (2) weeks or more in an open city owned area, or the exterior of any city owned facility, inside any city owned facility and areas designated as public areas, or on noncity property if the work of art is installed or financed, either wholly or in part, with city funds or grants procured by the city.~~ Any "work of art", located on city property or in a city building or facility or in areas designated as public, or on other property if the work of art is installed or financed, either wholly or in part, with city funds or grants procured by the city.

**CITY CONSTRUCTION PROJECT:** All city buildings, gateways, parks, plazas, medians, roads, excluding road overlay projects, and other public areas except service facilities not normally visited by the public.

**CONSTRUCTION COSTS:** Any costs related to public work projects, such as the estimated construction costs of projects proposed for the capital improvement plan.

**CONSTRUCTION OR ALTERATION:** Construction, rehabilitation, renovation, remodeling or improvement as it relates to public works projects.

**FUND:** ~~The art in public places fund established by this chapter.~~

**MAJOR CITY CONSTRUCTION PROJECT:** A city construction project or city alteration project where the city's construction cost is between two hundred fifty thousand dollars (\$250,000.00) and ten million dollars (\$10,000,000.00).

**PARK:** ~~Any greenbelt area acquired by the city of Enid or any public park acquired by the city of Enid.~~ Any city owned greenbelt area or public park.

**PUBLIC ARTS COMMISSION OF ENID:** ~~The arts commission created by section 7-11-4 of this chapter.~~

**WORK OF ART:** Includes, but is not limited to, a sculpture, fountain, monument, mural, fresco, relief, painting, carving, stained glass installation and permanently installed musical instruments. Work of art would normally not include landscaping, paving, architectural ornamentation or signs.

(Ord. 2016-18, 9-8-2016)

### **7-11-3: FUND ESTABLISHED: ART IN PUBLIC PLACES ACCOUNT:**

~~At the mayor and board of commissioners' discretion an art in public places fund may be set up. Said fund may be credited with donations from individuals, corporations, civic clubs, city of Enid funds, grants or other charitable contributions, investment earnings, voluntary contributions from utility customers through the utility billing department, and such other funds as determined by the mayor and board of commissioners. Said funds shall be administered by the public arts commission of Enid solely for purposes set out in this chapter. Monies credited to such account shall be expended only in connection with acquisition of works of art, maintenance and repair of works of art and direct and indirect expenses of administration of this chapter.~~

Consistent with this chapter, an art in public places account shall be established. Donations, grants or other charitable contributions may be deposited in the account along with such other funds as determined by the mayor and board of commissioners.

A. Monies credited to such account shall be expended only on acquisition of works of art, maintenance and repair of works of art and direct and indirect expenses of administration of this chapter.

~~A. Art In Public Places Fund:~~

~~B. This Chapter Establishes The Fund: Monies received under this chapter, grants, donations and other sources to be utilized for projects can be pooled for larger projects or designated to a specific project.~~

~~C. 2. Funds Shall Accumulate: All unexpended funds monies in the account shall be carried over and rebudgeted in the next fiscal year.~~

~~B. Eligible Expenditures:~~

~~D. 1. Projects: All public arts commission of Enid contracts shall require the artist to design, produce, deliver, and install a work of art for a guaranteed maximum cost. The cost may include the cost of the work itself and any associated costs which may be required or are inherently related to the implementation of the project. The following costs are eligible for funding: monies included in the total contract:~~

~~1. The work of art itself, including, but not limited to: artist design fee, artist operating expenses related to the project, travel expenses related to the project, transportation of the work of art to the site, design, preparation and construction of the site, and installation of work of art, identification plaques and labels, mountings, anchorages, containments, pedestals, materials necessary for installation, location or security of artwork, photographs or slides of the completed work for the purpose of routine documentation of the project, permits or fees necessary for installation, landscaping, engineering, lighting, electrical work, audio, legal cost related to the project and such other costs as may be necessary and prudent.~~

~~2. Selection, Acquisition And Maintenance: Fund monies are to be used for the selection, acquisition, maintenance or repair of works of art or construction of art displays of commission, purchase, or produced works of art or art spaces. The following are eligible expenses:~~

3. Administrative fees: directly associated with the selection and acquisition of artwork, selection panel, honoraria and travel expenses, payment of proposal stipends to artists invited to submit maquettes for a project, and substantial structural repair, ongoing maintenance, and insurance for works of art. Monies may be used to administer the projects established under this code.

E. Determination of use of funds for art selection and the initial funding of public art shall be at the discretion of the mayor and board of commissioners. However, the ongoing maintenance and administration of projects shall be pursuant to the city's financial procedure manual and the applicable sections of this code.

F. It is anticipated that the public arts commission will receive requests to fund portions of public art projects from schools, civic clubs, businesses or individuals. On such occasions, funds from the art in public places account may be used to fund up to fifty percent (50%) of the art directly financed by such public art projects whether on public or privately owned land and placed on privately owned land. However, the city contribution shall not exceed thirty thousand dollars (\$30,000.00).

(Ord. 2016-18, 9-8-2016)

#### **7-11-4: CREATION OF PUBLIC ARTS COMMISSION OF ENID: DEDICATION FOR ART:**

A. At the time of budget allocation for a major city construction project the mayor and board of commissioners shall consider the dedication of up to one percent (1%) of the construction cost as a set aside for the inclusion of public art in the project.

B. From the sum deducted for art eighty percent (80%) is to be used for acquisition of public art, ten percent (10%) is to be reserved for maintenance, repair and ten percent (10%) may be used for administration of the projects established under this code.

C. The purpose of this dedication is to provide art for display in, upon, adjacent to or in close proximity to the city facility that is subject of the project. If it would be inappropriate to display art at that location, the one percent (1%) may be used for the acquisition of art for the display in, upon, adjacent to or in close proximity to other city projects.

The public arts commission of Enid is hereby created to administer the provisions of this chapter relating to acquisition of works of art and display. The public arts commission of Enid shall submit to the mayor and board of commissioners, not later than March of each year, a report of its activities for the prior year. (Ord. 2016-18, 9-8-2016)

#### **7-11-5: DUTIES; MEMBERSHIP OF THE PUBLIC ARTS COMMISSION: DISPLAY OF ART IN PUBLIC PLACES:**

A. Works of art may be placed in, on, or about any public place or, on private property with substantial public exposure within the city of enid where appropriate by agreement with the property owner and the city of enid.

B. Works of art owned by the city may also be loaned for exhibition elsewhere, upon such terms and conditions as deemed necessary by the city of enid.

C. City officials responsible for the design and construction of public improvements shall make appropriate space available for the placement of works of art, in consultation with the public arts commission of Enid.

D. Proposed art in public places that will be part of the City's permanent collection shall be reviewed by the public arts commission and its recommendation shall be considered by the mayor and board of commission for approval.

E. No public art that is part of the City's permanent collection shall be removed without the prior review of the public arts commission and the approval of the city.

F. Installation, maintenance, alteration, and moving of art shall be done in consultation with the artist whenever feasible.

G. The City shall maintain a record of all art in public places, including site drawings, photographs, designs, artists and architects.

**A. Duties And Functions:**

- ~~1. The duties and functions of the public arts commission of Enid shall be to administer the provisions of this chapter, to develop guidelines and standards for the selection, display, and maintenance of art for the city's collection and to acquire, by purchase or donation, works of art for the city's collection.~~
- ~~2. The public arts commission of Enid shall hold one regular meeting per quarter, to be determined by the public arts commission of Enid annually. It will be a requirement of the public arts commission of Enid to give notice, in writing, to the city clerk no later than December 14 of each calendar year of the schedule showing the date, time and place of the regularly scheduled meetings for the following calendar year.~~

**B. Members:**

- ~~1. The public arts commission of Enid shall consist of a total of seven (7) members: six (6) members to be appointed by the mayor and board of commissioners and at least one member to be a member of the mayor and board of commissioners.~~
  - ~~a. Three (3) additional advisory members may be appointed by the mayor and board of commissioners to serve as ex officio members without voting privilege, one advisory member may be an Enid youth. Advisory members can be members of the art community or have a special interest in the arts and serving on this commission.~~
- ~~2. The term for each public arts commission of Enid member shall be for three (3) years. Any person who has served two (2) full consecutive terms on the public arts commission of Enid shall not be eligible for consecutive reappointment to the public arts commission of Enid. A partial term shall not count toward the term limit.~~

- ~~3. Whenever a vacancy shall occur, either by death, resignation, removal, change of residency, impending expiration of term or for any other cause, the mayor and board of commissioners shall appoint a person to fill the remainder of the unexpired term.~~
- ~~4. The effective operation of a board depends upon regular attendance of the members at meetings. As a result, a member who misses more than half of all of the meetings held in any four (4) month period will forfeit membership on the public arts commission of Enid immediately.~~
- ~~5. Special meetings shall be held upon the call of the chairperson or vice chairperson or upon written request of three (3) members of the public arts commission of Enid. Notice shall be in compliance with Oklahoma open meetings act.~~
- ~~6. All meetings of the public arts commission of Enid shall be conducted in accordance with the provisions of Oklahoma open meetings act.~~
- ~~7. The quorum for the conduct of business at any meeting shall be the majority of all the members of the public arts commission of Enid. No action shall be taken in the absence of a quorum, except to adjourn the meeting to a subsequent date. The public arts commission of Enid shall consider all matters properly brought before it as set forth on the agenda.~~
- ~~8. In all matters coming before the public arts commission of Enid, the affirmative vote of a majority of those present and voting shall be the action of the public arts commission of Enid, provided that a quorum is present, except that the following actions shall require the affirmative vote of five (5) members of the public arts commission of Enid: expenditures of funds; acceptance of gifts and determination of the terms and conditions of acceptance thereof; place of display and removal of works of art; and amendment of the bylaws. Ex officio members shall not be entitled to vote.~~
- ~~9. In the event any member shall have a personal interest of any kind in a matter then before the public arts commission of Enid, they shall disclose their interest to the public arts commission of Enid. The city attorney shall advise on any conflicts of interest and the city attorney's opinion shall be final.~~
- ~~10. The agenda for regular meetings will be prepared by the chairperson of the public arts commission of Enid. The agenda must be sent to the city clerk for review and posting no later than forty eight (48) hours in advance of the meeting, after which time no changes to the agenda shall be authorized.~~
- ~~11. Generally, meetings can be conducted in any manner that assures an orderly and focused discussion, and facilitates the input of all members of the public arts commission of Enid. When necessary, in order to effectively conduct business, as determined by a majority of those present, "Robert's Rules Of Order" shall be in effect.~~
- ~~12. Members of the public arts commission of Enid must reside within or have substantial ties within the city limits of the city, whether as a resident or a business owner, or, where the mayor and board of commissioners determine that the duties and functions of the public arts commission of Enid impact, or are likely to impact, areas beyond the city limits, such person resides within or has substantial ties to the affected area.~~
- ~~13. The chairperson, with the concurrence of the public arts commission of Enid, may establish such committees as may be necessary for the conduct of the business of the public arts commission of Enid. The chairperson shall appoint the members of such committees.~~

14. All members of the public arts commission of Enid shall be entitled to attend meetings of committees of the public arts commission of Enid and all such committee meetings shall be held in compliance with the Oklahoma open meetings act.
15. The bylaws may be amended at any regular meeting of the public arts commission of Enid, provided that the proposed amendment has been introduced at a prior regular meeting of the public arts commission of Enid. Amendment of the bylaws shall require the affirmative vote of five (5) of the members of the public arts commission of Enid. (Ord. 2016-18, 9-8-2016)

#### **7-11-6: GUIDELINES: ACQUISITION OF PUBLIC ART:**

Various methods of providing art in public places are possible under this chapter, for example:

- A. Donation by private sources;
- B. A partnership between the City and private businesses, other public entities or individuals;
- C. Commission by the City of art for a specific location or to commemorate a particular event or person or to promote a particular purpose;
- D. Artistic initiated proposals;
- E. Selection of already existing art;
- F. Displays of art temporarily on loan; or
- G. Temporary displays of local art such as school or city art contests for students.

~~A. The public arts commission of Enid shall adopt guidelines in accordance with the collection policy:~~

- ~~1. To identify suitable art objects for city buildings;~~
- ~~2. To facilitate the preservation of art objects and artifacts that may be displayed in public places;~~
- ~~3. To prescribe a method or methods for competitive selection of art objects for display;~~
- ~~4. To prescribe procedures for the selection, acquisition and display of art in public places; and~~
- ~~5. To set forth any other matter appropriate to the administration of this chapter. (Ord. 2016-18, 9-8-2016)~~

#### **7-11-7: POLICIES AND PROCEDURES FOR PROCESSING ARTWORK PURCHASES: OWNERSHIP:**

Except for projects administered and maintained by an outside agency all art acquired pursuant to this chapter shall be acquired in the name of the city of Enid and shall vest in the city of Enid.

A. The application for artwork must be completed with the following information attached and given to the chairperson prior to being considered as an agenda item:

1. Biography of artist;
2. Photograph or sketch of artwork with the total cost of the artwork;
3. Detailed description of location of artwork placement;
4. A contract for commissioned artwork must accompany application;
5. If the artwork is purchased with a partner, matching funds (at least  $\frac{1}{2}$  of total amount), of which eighty percent (80%) shall be used for acquisition of the art, ten percent (10%) set aside for maintenance of art, and ten percent (10%) shall be used for administration of projects;
6. Two (2) invoices (1 for half upon order and another invoice for the remaining balance upon delivery);
7. Proposed signage for the monument (if applicable);

These items are then to be placed on the agenda for the next regular meeting for discussion and action.

B. Once all documentation has been received the item will be placed on the agenda for review. The public arts commission of Enid will review the application; if the committee recommends approval for the purchase of the artwork, then the item will be forwarded to the mayor and board of commissioners for final approval.

C. The public arts commission of Enid chairperson will give the staff liaison all documentation and the public arts commission of Enid recommendation to take to the mayor and board of commissioners for final review and approval. If the mayor and board of commissioners approves of the purchase of the artwork, then the following procedure is to be followed:

1. If the artwork is purchased with a partner, check from partner for one-half ( $\frac{1}{2}$ ) purchase price shall be given to the city liaison at the meeting who will, in turn, give to the purchasing agent for deposit.
2. A purchase order will be made for the total price of the artwork, with the notation that one-half ( $\frac{1}{2}$ ) of purchase price will be paid when the invoice is received. Balance of payment to be paid on delivery of artwork.
3. The artist is notified and a copy of the purchase order is sent with the request for an invoice for the total price, showing one-half ( $\frac{1}{2}$ ) payment will be paid on receipt of invoice and the remaining upon delivery.
4. Upon receipt of the total price of the artwork, the city liaison, will request a check for one-half ( $\frac{1}{2}$ ) of the total price. Net thirty (30) days by terms for payment in accordance with the city of Enid purchasing procedures. Check will be mailed from the accounting department once processed.
5. Artwork will be delivered to the location designated by the public arts commission of Enid. Upon delivery of artwork, park staff will notify the city liaison. Artwork will be inspected so final payment



can be made. If accepted, the city liaison will request final payment and arrange for installation. The final check will be mailed from the accounting department after the artwork is installed and the invoice is processed.

6. Artwork is now added to the master list maintained by the city manager or his designee and placed on the parks and recreation department cleaning schedule. (Ord. 2016-18, 9-8-2016)

### **7-11-8: SELECTION AND DISPLAY STANDARDS: CREATION OF PUBLIC ARTS COMMISSION OF ENID:**

The public arts commission of Enid is hereby created to promote public art and its display and make recommendations for the acquisition of works of art consistent with this chapter.

#### A. Members:

1. The public arts commission of Enid shall consist of a total of seven members: six members to be appointed by the mayor and board of commissioners and at least one member to be a member of the mayor and board of commissioners. Members must reside within or have substantial ties within the city limits of the city, such as working in Enid.

2. Three additional ex officio members may be appointed by the mayor and board of commissioners to serve without voting privileges. One of these ex officio members may be an Enid youth. Advisory members can be members of the art community or have special interest or knowledge about the arts.

3. The term for each public arts commission member shall be for three years or until their successors are appointed and qualified. Members may serve two full terms in succession.

4. In the event any member shall have a personal interest of any kind in a matter then before the public arts commission, said member shall disclose the interest to the public arts commission and abstain from voting.

#### B. Officers:

1. The officers of the public arts commission shall be elected by a majority vote of the members of the commission. The officers shall serve a one year term.

2. The commission shall have a president, vice-president and secretary. The president shall chair the meetings and in the president's absence the vice-president shall perform this function. The secretary shall take the minutes at the meeting and make sure the city clerk is given the approved minutes.

#### C. Meetings:

1. The public arts commission shall hold one meeting per quarter of the year and as required by the press of business.

2. All meetings of the public arts commission shall be conducted in accordance with the provisions of Oklahoma Open Meeting Act and other relevant state laws.

### **7-11-9: DUTIES OF THE PUBLIC ARTS COMMISSION:**

The duties and functions of the public arts commission shall be to:

A. Develop guidelines and standards for the selection and display of public art;

B. Help manage the maintenance and repair of the art in the city's collection;

C. Help acquire by purchase, commission, donation, grant, or loan works of art for the city's collection or for temporary display in public places; and

D. Assist in the administration of this chapter.

### **7-11-10: ART IN PUBLIC PLACES COLLECTION POLICY:**

In performing its duties ~~with respect to art in public places~~, the public arts commission ~~of Enid~~ shall give special attention to the following matters:

A. Conceptual compatibility of the design with the immediate environment of the site;

B. Appropriateness of the design to the function of the site;

C. Compatibility of the design and location with a unified design character or historical character of the site;

D. Creation of an internal sense of order and a desirable environment for the general community by the design and location of the work of art;

E. Preservation and integration of natural features for the project;

F. Appropriateness of the materials, textures, colors and design to the expression of the design concept; and

G. Representation of a broad variety of tastes within the community and the provision of a balanced inventory of art in public places to ensure a variety of style, design and media throughout the community.

## **7-11-9: DISPLAY OF ART IN PUBLIC PLACES:**

A. Works of art selected and implemented pursuant to the provisions of this chapter may be placed in, on or about any public place or, by agreement with the owner thereof, any private property with substantial public exposure in and around the city of Enid. Works of art owned by the city may also be loaned for exhibition elsewhere, upon such terms and conditions as deemed necessary by the mayor and board of commissioners. City officials responsible for the design and construction of public improvements in the city shall make appropriate space available for the placement of works of art, in consultation with the public arts commission of Enid. The public arts commission of Enid shall advise the city manager of the public arts commission of Enid's decision regarding the design, execution and placement of work(s) of art in connection with such project. For any proposed work of art requiring an extraordinary operation or maintenance expenses, the public arts commission of Enid shall obtain prior written approval of the city manager before approving the same.

B. All art in public places shall receive the prior review and approval of the public arts commission of Enid. None shall be removed, altered or changed without the prior review of the public arts commission of Enid and the approval of the mayor and board of commissioners.

C. It is anticipated that the public arts commission of Enid will receive requests to fund portions of public art projects from schools, civic clubs, businesses or individuals. On such occasions, funds from the art in public places fund may be used to fund up to fifty percent (50%) of art in public places directly financed by such group and individuals and placed on privately owned land. The criteria for participating in such ventures shall be the same as for art in public places funded wholly by the fund. Where the public arts commission of Enid has approved a private donation or private property purchase, the public arts commission of Enid may contribute up to one-half ( $\frac{1}{2}$ ) of the cost of the piece of art not to exceed thirty thousand dollars (\$30,000.00) toward purchase of said artwork.

1. No work of art financed or installed either wholly or in part from the arts in public places fund shall be installed on privately owned property without a written agreement between the public arts commission of Enid, acting on behalf of the city, and the property owner, specifying the proprietary interests in the work of art and specifying other provisions deemed necessary or desirable by the city attorney, including maintenance and ownership of the art being titled to the city of Enid. In addition, such written agreements shall specify that the private property owner shall assure:

a. That the installation of the work of art will be done in a manner which will protect the work of art and the public;

b. That the work of art will be maintained in good condition; and

c. That insurance and indemnification will be provided as is appropriate.

D. Installation, maintenance, alteration, refinishing and moving of art in public places shall be done in consultation with the artist whenever feasible.

E. The city manager or his designee shall maintain a detailed record of all art in public places, including site drawings, photographs, designs, names of artists, and names of architects whenever feasible, and said records shall be housed by and maintained by the city of Enid. The chairman of the commission shall attempt to give appropriate recognition to the artists and publicity and promotion regarding art in public places. (Ord. 2016-18, 9-8-2016)

## **7-11-10: DEDICATION FOR ART:**

At the mayor and board of commissioners' discretion, up to one percent (1%) of the construction cost of a major city construction project shall be set aside for the inclusion of public art. Of the one percent (1%), eighty percent (80%) of said sum may be used for acquisition of public art, ten percent (10%) may be placed in a revolving fund for maintenance, repair and installation and ten percent (10%) may be used for administration of projects established under this code. The art shall be displayed in, upon, adjacent to or in close proximity to the city facility that is the subject of the project. If it would be inappropriate to display art at that location, the one percent (1%) may be used for the acquisition of art for the display in, upon, adjacent to or in close proximity to other city projects. The cost of the public art shall include the administrative costs in implementing this chapter. (Ord. 2016-18, 9-8-2016)

## **7-11-11: ADMINISTRATION, INSTALLATION, MAINTENANCE AND REPAIR: GUIDELINES:**

The public arts commission shall adopt guidelines in accordance with the collection policy:

- A. To identify suitable art for City buildings and grounds;
- B. To facilitate the preservation of art for display;
- C. To develop methods for competitive selection of art; and
- D. For the acquisition and display of art in public places.

A. The public arts commission of Enid shall develop methods of selection of artists, criteria for selection, final recommendation of site projects, maintenance and repair works of art, and periodic evaluation of the program.

B. Funds budgeted for public art pursuant to this chapter may be used for acquisitions, installation, maintenance, repair, landscaping, engineering, lighting, electrical work, audio, permitting, administration of this program and other such costs as may be necessary and prudent. Funds may be outlined in the percentages set out in section 7-11-10 of this chapter, or at the mayor and board of commissioners' discretion. These funds and this program shall be reviewed by the public arts commission of Enid and art selection shall be reviewed by the public arts commission of Enid, pursuant to guidelines adopted by the public arts commission of Enid. Final determination of use of funds and art selection shall be the discretion of the mayor and board of commissioners.

C. The public arts commission of Enid shall have the option of contracting with an outside agency for the administration and maintenance of artwork. Should the public arts commission of Enid exercise this option, it shall seek prior approval from the mayor and board of commissioners. Any such contract shall be reviewed by the city attorney and approved by the mayor and board of commissioners. (Ord. 2016-18, 9-8-2016)

## **7-11-12: ~~OWNERSHIP:~~ ART SELECTION:**

A. Proposals for artwork should include sufficient information to assist in evaluating the proposal and should usually include:

1. Biography of artist;
2. Photographs or sketch of artwork with the total cost of the artwork;
3. Detailed description of location of artwork placement;
4. Total cost of art work;
5. Partnership information, if applicable, to include matching funds; if the artwork is purchased with a partner, matching funds (at least ½ of total amount), of which eighty percent (80%) shall be used for acquisition of the art, ten percent (10%) set aside for maintenance of art, and ten percent (10%) shall be used for administration of projects; and,
6. Signage for the art if applicable.

B. For proposals for acquiring art in public places for the permanent city collection the public arts commission should forward recommendations on proposals to or present its own proposals to the mayor and board of commissioners for approval.

C. For proposals for art that will not require expenditure of monies from the Art in Public Places Account; or for collaborations with other entities for displays of art temporarily; or the development of places for display; preliminary work on public arts commission ideas or art initiatives the public art commission shall coordinate their work with the public art commission's staff liaison and obtain approval of expenditures of monies from the account for such on-going work from the City Manager.

D. The public arts commission shall have the option of recommending a contract with an outside agency for the administration and maintenance of artwork. Such recommendations shall be forwarded to the mayor and board of commissioners for consideration and contract approval.

~~Except for projects administered and maintained by an outside agency, all art acquired pursuant to this chapter shall be acquired in the name of the city of Enid and shall vest in the city of Enid. (Ord. 2016-18, 9-8-2016)~~

## **7-11-13: WORKS OF ART ON CITY SIDEWALKS AND RIGHTS OF WAY:**

~~Works of art may be installed on city owned sidewalks or rights of way only by obtaining a permit where permitted in advance of placement on a sidewalk or right of way and when the following criteria are met:~~

A. Permit application must be made to the code administration department. Such application shall include, but not be limited to, the following information:

1. Name, home and business address and telephone number of the applicant and the name and address of the business.

2. Proof of current liability insurance, issued by an insurance company licensed to do business in the state of Oklahoma, protecting the owner against all claims for damage to property and bodily injury, including death, which may arise from operation under or in connection with the permit. Such insurance shall name the city of Enid as additional insured and shall provide that the policy shall not terminate or be canceled prior to the expiration date without thirty (30) days' advance written notice to the city. The general liability insurance policy shall be in the minimum aggregate amount of five hundred thousand dollars (\$500,000.00) total limits. The policy renewal shall be received by the city annually.

3. A sketch, to scale, of the proposed location, showing the layout and dimensions of the existing public area and adjacent private property, including all appurtenances.

4. Photographs, drawings or manufacturers' brochures fully describing the appearance of the proposed work of art.

B. The application will be presented to the public arts commission to receive its recommendations prior to consideration by the mayor and board of commissioners.

C. ~~No permittee work of art~~ may block or restrict the passageway to less than six feet (6') in width, or block ingress or egress to or from any building. No work of art shall be placed in a manner as to block any driveway, crosswalk, parking space or bus stop.

G. ~~D. No permittee may place~~ objects shall be placed around the ~~perimeter of the area~~ work of art which would act as a physical or visual barrier to the sidewalk or the rights of way.

~~D. No permittee may use, operate, or allow to be used or operated, any loudspeaker, public address system, radio, sound amplifier or other device in violation of the noise regulations contained in title 5, chapter 8 of this code.~~

E. The area in which the work of art is installed must comply with the Americans with disabilities act (ADA), the ADA accessibility guidelines for buildings and facilities (ADAAG) or regulations promulgated by the department of justice for ramps.

(Ord. 2016-18, 9-8-2016)

#### **~~7-11-14: CITY COMMISSION REVIEW:~~**

~~The mayor and board of commissioners as needed shall review the provisions of this chapter to determine if the financial conditions of the city necessitate a revision or elimination of the public art requirement for major city construction projects. (Ord. 2016-18, 9-8-2016)~~

Section II: Repealer. All ordinances or parts thereof, which are inconsistent with this ordinance, are hereby repealed. Section 7-11-14 is specifically repealed.

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

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

Section V: Codification. This ordinance shall be codified as Title 7, Chapter 11, Sections 7-11-1 through 7-11-13, of the Enid Municipal Code, 2014.

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

**City Commission Meeting**

**8.2.**

**Meeting Date:** 10/03/2017

**Submitted By:** Danielle Eichelberger, Executive Assitant

---

**SUBJECT:**

**CONSIDER VARIANCE TO ORDINANCES 12-6-21 STREET RIGHT-OF-WAY WIDTHS AND 12-8-3S TABLE 1, STREET DESIGN STANDARDS, FOR PROPERTY LOCATED AT 1724 W. OWEN K GARRIOTT ROAD.**

**BACKGROUND:**

The City of Enid has received a variance request for the required Right-of-Way dedication from Scott Holtzen, P.E. for Ting Ting Zhang. This property is currently a residence that is being developed into a business.

The referenced property is located on the Northeast corner of Owen K Garriott Road and Lincoln Street at 1724 W Owen K Garriott Road. The existing Right-of-Way along Owen K Garriott Road is approximately 33 feet. Per Ordinance, Owen K Garriott Road is classified as a Major Arterial which requires a 60 feet Right-of-Way. This necessitates the owner to dedicate approximately 27 feet of property for Right-of-Way to be in compliance. The required 60 feet of Right-of-Way would place the new property line approximately 2.5 feet into the existing porch and the mandatory 25-foot building setback will be located 20 feet into the existing building.

The original request to change to a 40 feet right-of-way in lieu of 60 feet however the recommendation to the Metropolitan Area Planning Commission (MAPC) was to go to a 50' right-of-way and the recommendation was approved by the MAPC. The recommended 50' right-of-way keeps the new right-of-way out side of any building and still allows for future use of the street for improvement and utilities.

**RECOMMENDATION:**

Approve variance with the total Right-of-Way being amended to 50 feet in lieu of 60 feet.

**PRESENTER:**

Robert Hitt, P.E., City Engineer

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**City Commission Meeting**

**8.3.**

**Meeting Date:** 10/03/2017

**Submitted By:** Stephanie Carr, Grants Administrator

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**SUBJECT:**

**CONSIDER A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) FOR THE 2016 CDBG FUNDING YEAR.**

**BACKGROUND:**

The City of Enid, as an entitlement city, is required to submit a CAPER to the U.S. Department of Housing and Urban Development (HUD) within 90 days of the close of the program year. The report has been prepared and made available for public inspection. The 15 day comment period expired September 28, 2017 at 9:00 A.M. With the approval of this resolution, the City of Enid will submit the end of the year report to HUD.

**RECOMMENDATION:**

Approve submission of the 2016 CAPER to HUD.

**PRESENTER:**

Stephanie Moffitt-Carr, CDBG Coordinator

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**Attachments**

CAPER Resolution

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**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT FOR THE 2016 CDBG FUNDING YEAR AFTER ALLOWING FOR A FIFTEEN DAY TIME PERIOD FOR PUBLIC COMMENT.**

**RESOLUTION**

**WHEREAS**, the City of Enid is an Entitlement Community for Community Development Block Grant (“CDBG”) Program and, under this program, receives funding from the United States Department of Housing and Urban Development; and,

**WHEREAS**, the City of Enid is required to annually report accomplishments of grant funded activities to the United States Department of Housing and Urban Development in the form of a Consolidated Annual Performance Evaluation Report (“CAPER”). The CAPER must be submitted within ninety (90) days of the end of the program year and the City of Enid must provide a fifteen (15) day period for public comment on the CAPER; and,

**WHEREAS**, notice of the availability of the CAPER was posted on September 5; and,

**WHEREAS**, copies of the CAPER have been made available for public review at, the Enid Public Library, the Community Development Support Association (CDSA), and the City of Enid CDBG office; and,

**WHEREAS**, a public hearing was conducted on September 21, 2017 and any comments received will be published in the report.

**NOW THEREFORE, BE IT RESOLVED** by the Mayor and Board of Commissioners of the City of Enid, Oklahoma, that the Mayor of the City of Enid shall have full authority to execute the CAPER for the 2016 CDBG project year on October 3, 2017 after allowing for a fifteen (15) day comment period from the date of the September 5, 2017 posting date and submit the CAPER report to the United States Department of Housing and Urban Development prior to the September 30, 2017 due date.

**PASSED AND APPROVED** this 3rd day of October 2017.

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Alissa Lack, City Clerk

**City Commission Meeting**

**9.1.**

**Meeting Date:** 10/03/2017

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

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**SUBJECT:**

**AWARD PURCHASE OF SIX (6) 2018 POLICE VEHICLES TO STEVENS FORD, ENID, OKLAHOMA, IN THE AMOUNT OF \$212,398.98.**

**BACKGROUND:**

The Fiscal Year 2017-2018 budget included \$420,000.00 for new police units. The Enid Police Department has opted to purchase six (6) units. These units will allow:

- To replace some that have been taken out of service due to high mileage and unit failure.
- To continue the process of converting all of the police units to Ford All Wheel Drive Explorers.
- To increase the fleet to meet the number of new officers that have been added to the Enid Police Department.

The City of Enid received two bids. Bill Knight Ford bid \$217,710.00 for six (6) new units outfitted and delivered. Steven’s Ford was the lowest bid with a total cost of all six (6) new units outfitted and delivered at the price of \$212,398.98.

**RECOMMENDATION:**

Award the purchase of six (6) 2018 outfitted All Wheel Drive police units to Steven’s Ford for the total amount of \$212,398.98.

**PRESENTER:**

Capt. Scott Miller, Uniform Services Commander, Fleet Supervisor

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**Fiscal Impact**

**Budgeted Y/N:** Y  
**Amount:** \$212,398.98  
**Funding Source:**  
 Police Fund

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**Attachments**

Canvas of Bids

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**BIDS OPENED SEPTEMBER 15, 2017**

**Six (6) New Ford AWD Pursuit Vehicles**

Stevens Ford  
3101 West Owen K. Garriott Road  
Enid, OK 73703

Total Cost to City     \$212,398.98

Bill Knight Ford  
9625 South Memorial Drive  
Tulsa, OK 74133

Total Cost to City     \$217,710.00

**City Commission Meeting**

**9.2.**

**Meeting Date:** 10/03/2017

**Submitted By:** Danielle Eichelberger, Executive Assitant

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**SUBJECT:**

**APPROVE CHANGE ORDER NO. 1 TO HENSON CONSTRUCTION, ENID, OKLAHOMA, FOR TRAILHEAD – DON HASKINS PARK, PROJECT NO. P-1601A, IN THE AMOUNT OF \$15,907.00.**

**BACKGROUND:**

This project consists of construction of a trailhead at Don Haskins Park. The trail head consists of men’s and women’s restrooms. On June 20, 2017, the Commission approved a construction contract with Henson Construction \$242,000.00. The contract did not include the placement of back slopes out side the building foundation as the work was anticatped to accomplished by City forces at a later date. Additional funding is now avaialbe in the Community Block Grant Program and this Change Order will allow for complete of the back fill work in the construciton contract..

The original contract amount is \$242,000.00. If approved, Change Order No. 1 will add \$15,907.00 to the contract for the required 353 C.Y. of select fill material for back slope construction next tothe building. The revised contract amount will be \$257,907.00.

**RECOMMENDATION:**

Approve Change Order No.1.

**PRESENTER:**

Murali Katta P.E., Project Engineer

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**Fiscal Impact**

**Budgeted Y/N:** Y

**Amount:** \$15,907.00

**Funding Source:**

Capital Improvement Fund

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**City Commission Meeting**

**9.3.**

**Meeting Date:** 10/03/2017

**Submitted By:** Stephanie Carr, Grants Administrator

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**SUBJECT:**

**APPROVE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S (HUD) FUNDING APPROVAL AGREEMENT FOR FY-2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING, IN THE AMOUNT OF \$394,152.00.**

**BACKGROUND:**

The City of Enid, as an entitlement community for receipt of CDBG funding, received a 2017 allocation of \$394,152.00. The CDBG Department submitted the 2017 Annual Action plan that set forth the activities to be funded with the grant allocation for review in August 2017. HUD has completed its review of the action plan and approved funding for the City of Enid. To receive 2017 funds, the City of Enid must execute a grant funding approval and agreement with HUD.

**RECOMMENDATION:**

Approve agreement and accept the funding.

**PRESENTER:**

Stephanie Moffitt-Carr, CDBG Coordinator

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**Attachments**

Funding Approval Agreement HUD

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# Funding Approval/Agreement

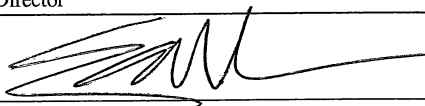
Title I of the Housing and Community Development Act (Public Law 930383)  
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development  
 Office of Community Planning and Development  
 Community Development Block Grant Program

OMB Approval No. 2506-0193  
 exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) City Of Enid	3a. Grantee's 9-digit Tax ID Number 736005197	3b. Grantee's 9-digit DUNS Number 074275363
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)  401 W Owen K Garriott Rd Enid, OK 73701-5521	4. Date use of funds may begin (07/01/2017)	
	5a. Project/Grant No. 1 B-17-MC-40-0006	6a. Amount Approved \$394,152.00
	5b. Project/Grant No. 2	6b. Amount Approved

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Earl M. Cook		Grantee Name City Of Enid - William E. Shewey	
Title CPD Director		Title Mayor of Enid	
Signature 	Date (mm/dd/yyyy) 09/12/2017	Signature	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action:  Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (08/10/2017)	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Number
		9b. Date Grantee Notified (09/12/2017)	
11. Amount of Community Development Block Grant		9c. Date of Start of Program Year (07/01/2017)	
		FY (2017)	FY (2016)
a. Funds Reserved for this Grantee		\$394,119.00	\$ 33.00
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency N/A
<b>Loan Guarantee Acceptance Provisions for Designated Agencies:</b> The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency N/A
	Title N/A
	Signature N/A

### HUD Accounting use Only

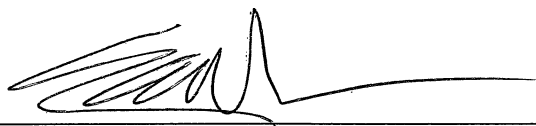
Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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Fiscal Year: 2017

Grantee: City of Enid

The E.O. 12372 condition is released. The State of Oklahoma does not have a Clearinghouse for review.



\_\_\_\_\_  
Earl Cook, Director, Community Planning  
and Development

\_\_\_\_\_  
September 12, 2017

Date

Background:

Executive Order 12372, "Intergovernmental Review of Federal Programs," was issued with the desire to foster the intergovernmental partnership and strengthen federalism by relying on State and local processes for the coordination and review of proposed Federal financial assistance and direct Federal development. The Order allows each State to designate an entity to perform this function.

The State of Oklahoma has chosen not to participate in the intergovernmental review process and does not have an SPOC (Single Point of Contact).





U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
Oklahoma City Field Office, Region VI  
Office of the Field Office Director  
301 NW 6<sup>th</sup>, Suite 200  
Oklahoma City, OK 73102-2807  
Phone (405) 609-8509 Fax (405) 609-8982

September 12, 2017

Mr. Jerald Gilbert, City Manager  
City of Enid  
P.O. Box 1768  
Enid, OK 73702

Dear Mr. Gilbert::

**SUBJECT: Funding Approval of Consolidated Action Plan for Community  
Development Block Grant (CDBG) Project No. B-17-MC-40-0006**

I am pleased to inform you that this office has completed its review of the City of Enid's Consolidated Action Plan and is transmitting to you the Fiscal Year (FY) 2017 CDBG grant in the amount of \$394,152. The program year for the City of Enid began July 1, 2017.

Enclosed are three copies of the Grant Agreement and Funding Approval forms for the CDBG program, which constitute the contract between the Department of Housing and Urban Development and the City of Enid. Please execute and return two copies of the grant agreements to this office. Failure to return the executed CDBG grant agreements within 60 days may be deemed to constitute rejection of the grant and cause for HUD to determine that funds are available for reallocation to other grantees.

Upon receipt of the two copies of the executed grant agreement, HUD will update the Integrated Disbursement and Information System (IDIS) to include the FY 2017 funds. If those grant funds are not in IDIS within two weeks of sending in your executed grant agreements, please call our office.

The Performance Report for the CDBG program and any additional information required for the 2016 consolidated program year are due in this office no later than September 30, 2017, ninety days after the end of your 2016 program year.

If there is a need to establish or change the depository account to which these grant funds are to be wired, a Direct Deposit Sign-Up Form (SF-1199A) must be completed by you and your financial institution and mailed to this office.

Certain activities are subject to the provisions of 24 CFR Part 58 (Environmental Review Procedures). Funds for such activities may not be obligated or expended unless the release of funds has been approved in writing by HUD. A request for release of funds must be accompanied by an environmental certification.

HUD continues to support Section 3, and minority and women-owned enterprises. We thank the City in advance for your continued support of other HUD initiatives such as CDBG Week and Homeownership Month.

A primary goal of the Department is to reduce housing discrimination, affirmatively further fair housing through CPD programs and promote diverse, inclusive communities. To that end, we encourage your community to take all measures necessary to ensure compliance with the Fair Housing requirements associated with these funds. A copy of your Consolidated Plan/Annual Action Plan was provided to the Office of Fair Housing and Equal Opportunity for review.

If you have any questions concerning this grant notification and the procedures set forth in this letter, please contact Ms. Jackie McBride, CPD Representative, at (405) 609-8573.

Sincerely,



Earl Cook, Director  
Community Planning and Development  
Division

Enclosures (w/ Ms. Stephanie Carr)

cc:

Honorable William Shewey

Ms. Stephanie Carr

**City Commission Meeting**

**9.4.**

**Meeting Date:** 10/03/2017

**Submitted By:** Stephanie Carr, Grants Administrator

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**SUBJECT:**

**AWARD AND EXECUTE CONTRACTS FOR SERVICES BETWEEN THE CITY OF ENID COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND BOOKER T. WASHINGTON COMMUNITY CENTER; MAKING A DIFFERENCE INC. AND ZOE KIDS CAFE TO ADMINISTER THE B-17-40-0006 GRANT FUNDED AFTER SCHOOL YOUTH PROGRAM ACTIVITIES.**

**BACKGROUND:**

The City of Enid, as an entitlement community for receipt of CDBG funding, received a 2017 allocation of \$394,152.00. Funding allocations were appropriated to support After School Youth Programs in the total amount of \$59,122.00 with \$19,707.00 going to each Booker T. Washington, Zoe Kids Cafe and Making a Difference Inc. Funding for each program shall be used for each respective After School Youth Program. Funding amounts were approved by the Mayor and Commissioners on August 15, 2017 as part of the FY 2017 Community Development Block Grant (CDBG) funding process. These agencies and the funded activities further the goals of the City of Enid as submitted in the five (5) year consolidated plan to address decent housing, redevelopment activities and assist in the enhancement of public services activities.

**RECOMMENDATION:**

Approve award of contracts.

**PRESENTER:**

Stephanie Moffitt-Carr, CDBG Coordinator

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**Attachments**

BTW Contract

MAD Contract

Zoe Contract

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**COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT BETWEEN  
THE CITY OF ENID AND BOOKER T. WASHINGTON COMMUNITY CENTER, INC.**

This Contract is made and entered into on this 3rd day of October, 2017, by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City," and Booker T. Washington Community Center, Inc., an Oklahoma Non-Profit Corporation, hereinafter called "Subrecipient."

**WITNESSETH**

**WHEREAS**, the City manages certain Community Development Block Grant (CDBG) funds from the B-17-MC-40-0006 Housing and Urban Development (HUD) contract; and,

**WHEREAS**, Subrecipient has made application for grant funds in the amount of nineteen thousand seven hundred seven dollars and no cents (\$19,707.00); and,

**WHEREAS**, the City has reviewed Subrecipient's plan to provide tutoring, recreational and nutritional services for the After School Program at the Booker T. Washington Community Center; and,

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

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

1. Statement of Work:

- A. Engagement of Subrecipient. The City hereby engages Subrecipient for Subrecipient to provide wages for tutors for the After School Program at the Booker T. Washington Community Center for the benefit of the residents of the City of Enid. Subrecipient accepts such engagement pursuant to the terms and conditions set forth herein.
- B. Purpose. The purpose of this Contract is to state the terms, conditions and mutual understanding of the parties as to the manner in which the Subrecipient will receive and use CDBG funds.
- C. Scope of Engagement. Subrecipient shall provide an After School Program, including tutoring and recreational activities for children, youth and elderly, at the Booker T. Washington Community Center, which is located in a designated Low/Moderate Income Census Tract with the City of Enid, Oklahoma, and serves very low, low and moderate income families of the city for one year from the date of execution of this Contract. The estimated cost for tutor reimbursement is as follows:

Assistant Director \$10/hr x 15/hr per week= Gross \$7,800.00  
Cook \$8.50/hr x 15/hr per week=Gross \$6,630.00  
Assistant Cook & Tutor \$7.50/hr x 15/hr per week=Gross \$5,250.00  
Receptionist/Tutor \$7.75/hr x 15/hr per week=Gross \$6,045.00  
4 Tutors @ \$7.50/hr x 15/hr per week=Gross \$21,000.00  
Plus any and all payroll taxes estimated at \$9,345.00

Total project cost is estimated at \$56,070.00 however; CDBG will only pay actual expenditures not to exceed \$44,938.40.

Such scope of services (“services”) shall include the following:

- 1) Ensure recognition of the CDBG funding source for this project in all publication and promotional materials.
- 2) Ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this project will be extended to lower income project area residents.
- 3) To the greatest extent feasible, utilize business concerns located in, or substantially owned by residents of, the project area, in the award of subcontracts and the purchase of services and supplies.

- D. Term. This contract shall be effective for one year from the date of execution, and all work required under this Contract shall be completed within that time.
- E. Grant Funds Approved. City shall provide grant funding in the amount of actual expenditures not to exceed forty four thousand nine hundred thirty eighty dollars and forty cents (\$44,938.40) from the B-15-MC-40-0006 HUD contract funding allocation.
- F. Payment to Subrecipient. Subrecipient shall submit either an invoice requesting reimbursement for allowable expenses, or an original invoice for which the City will pay the vendor directly. The submission will be reviewed for payment at a regularly scheduled meeting of the Mayor and Board of Commissioners after receipt of invoice, and if approved, will be paid within five (5) business days following the meeting. City shall not be responsible for any late fees incurred and will not reimburse Subrecipient for any late fees paid. Payments are made only from monies available to the City through the CDBG Program and are subject to the availability of such funds.
- G. Timeliness. Funds not expended within twelve (12) months of the date of execution of this Contract shall be considered for extension only upon written request of Subrecipient and approval by CDBG staff. CDBG staff reserves the right to reallocate any unexpended funds, and the extension of funds is in the sole discretion of CDBG staff.

2. Records and Reports:

- A. Maintain sufficient records to enable the City and HUD to determine whether program objectives are being met as described in 24 CFR §§ 570.506 and 570.507, which are incorporated hereby as if fully setout herein.
  - B. Provide City with monthly accomplishment reports for the duration of the project, but no less than twelve (12) months. Such reports shall be on a form provided by the City and shall include, at a minimum, center usage and number of participants, and shall be due to the City CDBG Office on or before the 10th day of the each month.
  - C. Retain all books, documents, papers, records and other materials involving all activities and transactions related to this Contract for at least three (3) years from the date of submission of the final activity report, or until all audit findings have been resolved, whichever is later. Permit representatives of the City and HUD to have full access to and the right to fully examine all such material.
  - D. The City shall have the right to inspect and audit any and all records related to this Project or to the qualification of the Subrecipient for this Grant at any reasonable time.
3. Program Income: In accordance with 24 CFR § 570.504(c), any program income, as defined in 24 CFR § 570.500, received by Subrecipient shall be returned to the City.
4. Uniform Administrative Requirements:
- A. Subrecipient shall comply with the requirements and standards of OMB Circular No. A-122, “Cost Principles for Non-profit Organizations,” which is incorporated hereby as if fully setout herein.
  - B. Subrecipient shall comply with the requirements and standards of OMB Circular No. A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” which is incorporated hereby as if fully setout herein. Audits shall be conducted annually.
  - C. Subrecipient shall comply with the requirements and standards of OMB Circular A-110, as implemented at 24 CFR Part 84, “Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations” or the related CDBG provision, as specified in § 570.502(b), which is incorporated hereby as if fully setout herein.
5. Other Program Requirements:
- A. Subrecipient shall comply with the requirements of 24 CFR Part 570, Subpart K, which is incorporated hereby as if fully setout herein, except:
    - 1) The City’s responsibilities described at 24 CFR § 57-.604; and

- 2) The City's responsibilities under the provisions of 24 CFR Part 52.
- B. Subrecipient shall comply with the Single Audit Act of 1984, 31 USC § 7501, *et seq.*, which is incorporated hereby as if fully setout herein. Subrecipient shall, in a timely manner, provide the City with copies of reports on any audits that include funds received from City. In the event an audit results in the determination that Subrecipient has expended contract funds on unallowable costs, Subrecipient shall immediately reimburse the City in full for all such costs. Subrecipient shall be exempt from this Act if expending less than five hundred thousand dollars (\$500,000.00) per year in federal funds, but records must be available for review and/or audit by appropriate officials of federal agencies, pass-through entities such as the City, and the General Accounting Office (GAO).
  - C. Conditions for Religious Organizations. Subrecipient agrees that funds provided under this Contract shall not be utilized for religious activities, to promote religious interest, or for the benefit of any religious organization, in accordance with 24 CFR § 570.200(j), which is incorporated hereby as if fully setout herein.
  - D. No employee, officer or agent shall participate in the selection, award or administration of a Contract supported by federal funds if a real or apparent conflict of interest might arise. Subrecipient shall comply with all regulations regarding contracting, procurement and conflict of interest, as set forth in 24 CFR Part 84, Subpart C; 24 CFR Part 85, Subpart C; and 24 CFR 570.611, all of which are incorporated hereby as if fully setout herein.
  - E. Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, which is incorporated hereby as if fully setout herein.
  - F. Subrecipient shall comply with the provisions of the Davis-Bacon Prevailing Wage Act.
6. Suspension and Termination:
- A. This agreement may be terminated or suspended, in whole or in part, by written consent of the parties.
  - B. Upon default by Subrecipient, City may:
    - 1) Temporarily withhold payments pending correction of the deficiency by Subrecipient; and
    - 2) Disallow all or part of the cost of the activity or action not in compliance; and
    - 3) Suspend or terminate, in whole or in part, this Contract; and

- 4) Require Subrecipient to return funds to the City and/or disqualify Subrecipient from future funding; and
    - 5) Take any other legally available remedy.
  - C. In the event of termination or suspension, all materials and/or equipment purchased under this Contract shall, at the option of the City, become the property of the City, and Subrecipient shall be entitled to payment for otherwise valid and allowable obligations which were incurred in good faith prior to notice of such action. This option of the City constitutes a security interest in any materials and/or equipment purchased or property improved by expenditure of funds under this Contract for as long as such materials and/or equipments or improvements have any value, unless the City declines its option or releases its security interest.
7. Reversion of Assets: At the time this Contract expires, all CDBG funds on hand at the time of expiration, if any, including accounts receivable, shall be transferred to the City. Additionally, any real property acquired or improved, in whole or in part, by CDBG funds in excess of twenty-five thousand dollars (\$25,000.00) shall, for five (5) years following the expiration of this Contract, continue to be used to meet the national objectives outlined in 24 CFR § 570.208, which is incorporated hereby as if fully setout herein.
8. General:
  - A. Duties of the City.
    - 1) Upon request by Subrecipient, CDBG staff will provide technical assistance, including, but not limited to, preparation and review of the work write-up and cost estimates.
    - 2) CDBG staff may perform periodic site visits to ascertain that contracted services are proceeding properly and in a satisfactory manner.
    - 3) Mediate in the event of a dispute between Subrecipient and any in the event of dissatisfaction of work performed by a contractor.
  - B. Compliance with Laws. Subrecipient shall conduct its business under the terms of this Contract in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this contract. Funding provided under this Contract shall be conditioned upon Subrecipient's compliance with all applicable laws and regulations.
  - C. Insurance. Until the work is complete, Subrecipient shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage.



D. Indemnification and Hold Harmless.

- 1) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Subrecipient, its employees and agents under or in connection with this Contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Subrecipient and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.
- 2) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, from any claim or amount recovered as a result of infringement of patent, trademark or copyright, or from any claim or amounts arising or recovered under Workers' Compensation or any other laws.

E. Integration and Amendments.

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

F. Default. Under this contract, default occurs when Subrecipient fails to keep, observe, or perform any material agreement, term, or provision of this Contract,

including applicable laws and regulations, to be kept, observed, or performed by it.

- G. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this Contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
- H. Independent Status of Subrecipient. Subrecipient is a separate, legal entity from the City and the parties make this Contract accordingly. All persons working for Subrecipient under this contract shall be employees of Subrecipient and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Subrecipient who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Subrecipient employees who are required to perform the duties of Subrecipient, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Subrecipient hereunder shall be within the sole direction of Subrecipient.
- I. Choice of Law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.
- J. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.
- K. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

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

SUBRECIPIENT: Booker T. Washington Community Center, Inc.  
800 S. 5th ST  
Enid, Ok 73701

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

- L. Assignment. Neither party shall assign this contract or any interest herein without the express, written consent of the other party.
- M. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.
- N. Binding Effect. This contract binds the parties and any successors and assigns of the parties.
- O. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this contract.
- P. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.
- Q. Good Faith and Best Efforts. City and Subrecipient agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.
- R. Employment Verification. The City of Enid requires all grant subrecipients to verify that employees working pursuant to contracts with the City of Enid are legally authorized to work in the United States. Subrecipient agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract. Subrecipient also agrees to require all subcontractors who perform services under this Contract to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.
- S. Governmental Tort Claims Act. By entering into this Agreement, City and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

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

Date: \_\_\_\_\_

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

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Linda Parks, City Clerk

Date: \_\_\_\_\_

"SUBRECIPIENT"  
Booker T. Washington Community Center, Inc.  
an Oklahoma Non-Profit Corporation

\_\_\_\_\_  
Clifford Porter, Executive Director

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT BETWEEN  
THE CITY OF ENID AND MAKING A DIFFERENCE, INC.**

This Contract is made and entered into on this 3rd day of October 2017, by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City," and Making a Difference, Inc., an Oklahoma Non-Profit Corporation, hereinafter called "Subrecipient."

W I T N E S S E T H

**WHEREAS**, the City manages certain Community Development Block Grant (CDBG) funds from the B-17-MC-40-0006 Housing and Urban Development (HUD) contract; and,

**WHEREAS**, Subrecipient has made application for grant funds in the amount of nineteen thousand seven hundred seven dollars and no cents (\$19,707.00); and,

**WHEREAS**, the City has reviewed Subrecipient's plan to provide tutoring, recreational and nutritional services for the After School Program at the Longfellow Middle School; and,

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

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

1. Statement of Work:

- A. Engagement of Subrecipient. The City hereby engages Subrecipient for Subrecipient to provide reimbursement for the After School Program at the Making a Difference Inc. at the Longfellow Middle School for the benefit of the residents of the City of Enid. Subrecipient accepts such engagement pursuant to the terms and conditions set forth herein.
- B. Purpose. The purpose of this Contract is to state the terms, conditions and mutual understanding of the parties as to the manner in which the Subrecipient will receive and use CDBG funds.
- C. Scope of Engagement. Subrecipient shall provide an After School Program, including tutoring and recreational activities for youth, through Making a Difference Inc. at Longfellow Middle School, which is located in a designated Low/Moderate Income Census Tract with the City of Enid, Oklahoma, and serves very low, low and moderate income families of the city for one year from the date of execution of this Contract. Approved expenditures are those directly related to youth in the after school program. Activities include: Transportation, equipment,

supplies, activity fees paid to third party and project delivery cost/management, the estimated cost for reimbursement is as follows:

Activity fees \$3,500.00  
Supplies and Equipment \$2,500.00  
Project Delivery & Management \$11,707.00  
Insurance \$1,000.00  
Transportation \$1,000.00

Total project cost is estimated at \$30,000.00 however; CDBG will only pay actual expenditures not to exceed \$19,707.00.

Such scope of services (“services”) shall include the following:

- 1) Ensure recognition of the CDBG funding source for this project in all publication and promotional materials.
- 2) Ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this project will be extended to lower income project area residents.
- 3) To the greatest extent feasible, utilize business concerns located in, or substantially owned by residents of, the project area, in the award of subcontracts and the purchase of services and supplies.
- 4) All activities funded with CDBG funds must meet one of the CDBG Program’s National Objectives:
  - NATIONAL OBJECTIVE #1-Benefit low-and moderate-income persons.
  - NATIONAL OBJECTIVE #2-Aid in the prevention or elimination of slums or blight.
  - NATIONAL OBJECTIVE #3-Meet community development needs having a particular urgency (as defined in 24 CFR 570.208).

The Agency certifies that the activity carried out under this Agreement will meet National Objective #1 and provide accessible, affordable after-school programming to a minimum of forty (40) children from low-moderate income families who are Enid residents during FY 2017-18.

The Agency will determine client eligibility by requiring self-reported income certification on membership forms.

- D. Term. This contract shall be effective for one year from the date of execution, and all work required under this Contract shall be completed within that time.
- E. Grant Funds Approved. City shall provide grant funding in the amount of actual expenditures not to exceed nineteen thousand seven hundred seven dollars and no cents (\$19,707.00) from the B-17-MC-40-0006 HUD contract funding allocation under Public Services to administer the After School Program.

- F. Payment to Subrecipient. Subrecipient shall submit either an invoice requesting reimbursement for allowable expenses, or an original invoice for which the City will pay the vendor directly. The submission will be reviewed for payment at a regularly scheduled meeting of the Mayor and Board of Commissioners after receipt of invoice, and if approved, will be paid within five (5) business days following the meeting. City shall not be responsible for any late fees incurred and will not reimburse Subrecipient for any late fees paid. Payments are made only from monies available to the City through the CDBG Program and are subject to the availability of such funds.
  - G. Timeliness. Funds not expended within twelve (12) months of the date of execution of this Contract shall be considered for extension only upon written request of Subrecipient and approval by CDBG staff. CDBG staff reserves the right to reallocate any unexpended funds, and the extension of funds is in the sole discretion of CDBG staff.
2. Records and Reports:
- A. Maintain sufficient records to enable the City and HUD to determine whether program objectives are being met as described in 24 CFR §§ 570.506 and 570.507, which are incorporated hereby as if fully setout herein.
  - B. Provide City with monthly accomplishment reports for the duration of the project, but no less than twelve (12) months. Such reports shall be on a form provided by the City and shall include, at a minimum, center usage and number of participants, and shall be due to the City CDBG Office on or before the 10th day of the each month.
  - C. Retain all books, documents, papers, records and other materials involving all activities and transactions related to this Contract for at least five (5) years from the date of submission of the final activity report, or until all audit findings have been resolved, whichever is later. Permit representatives of the City and HUD to have full access to and the right to fully examine all such material.
  - D. The City shall have the right to inspect and audit any and all records related to this Project or to the qualification of the Subrecipient for this Grant at any reasonable time.
3. Program Income: In accordance with 24 CFR § 570.504(c), any program income, as defined in 24 CFR § 570.500, received by Subrecipient shall be returned to the City.
4. Uniform Administrative Requirements:
- A. Subrecipient shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations," which is incorporated hereby as if fully setout herein.

- B. Subrecipient shall comply with the requirements and standards of OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations," which is incorporated hereby as if fully setout herein. Audits shall be conducted annually.
- C. Subrecipient shall comply with the requirements and standards of OMB Circular A-110, as implemented at 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" or the related CDBG provision, as specified in § 570.502(b), which is incorporated hereby as if fully setout herein.

5. Other Program Requirements:

- A. Subrecipient shall comply with the requirements of 24 CFR Part 570, Subpart K, which is incorporated hereby as if fully setout herein, except:
  - 1) The City's responsibilities described at 24 CFR § 57-.604; and
  - 2) The City's responsibilities under the provisions of 24 CFR Part 52.
- B. Subrecipient shall comply with the Single Audit Act of 1984, 31 USC § 7501, *et seq.*, which is incorporated hereby as if fully setout herein. Subrecipient shall, in a timely manner, provide the City with copies of reports on any audits that include funds received from City. In the event an audit results in the determination that Subrecipient has expended contract funds on unallowable costs, Subrecipient shall immediately reimburse the City in full for all such costs. Subrecipient shall be exempt from this Act if expending less than five hundred thousand dollars (\$500,000.00) per year in federal funds, but records must be available for review and/or audit by appropriate officials of federal agencies, pass-through entities such as the City, and the General Accounting Office (GAO).
- C. Conditions for Religious Organizations. Subrecipient agrees that funds provided under this Contract shall not be utilized for religious activities, to promote religious interest, or for the benefit of any religious organization, in accordance with 24 CFR § 570.200(j), which is incorporated hereby as if fully setout herein.
- D. No employee, officer or agent shall participate in the selection, award or administration of a Contract supported by federal funds if a real or apparent conflict of interest might arise. Subrecipient shall comply with all regulations regarding contracting, procurement and conflict of interest, as set forth in 24 CFR Part 84, Subpart C; 24 CFR Part 85, Subpart C; and 24 CFR 570.611, all of which are incorporated hereby as if fully setout herein.
- E. Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, which is incorporated hereby as if fully setout herein.



- F. Subrecipient shall comply with the provisions of the Davis-Bacon Prevailing Wage Act.
6. Suspension and Termination:
- A. This agreement may be terminated or suspended, in whole or in part, by written consent of the parties.
  - B. Upon default by Subrecipient, City may:
    - 1) Temporarily withhold payments pending correction of the deficiency by Subrecipient; and
    - 2) Disallow all or part of the cost of the activity or action not in compliance; and
    - 3) Suspend or terminate, in whole or in part, this Contract; and
    - 4) Require Subrecipient to return funds to the City and/or disqualify Subrecipient from future funding; and
    - 5) Take any other legally available remedy.
  - C. In the event of termination or suspension, all materials and/or equipment purchased under this Contract shall, at the option of the City, become the property of the City, and Subrecipient shall be entitled to payment for otherwise valid and allowable obligations which were incurred in good faith prior to notice of such action. This option of the City constitutes a security interest in any materials and/or equipment purchased or property improved by expenditure of funds under this Contract for as long as such materials and/or equipments or improvements have any value, unless the City declines its option or releases its security interest.
7. Reversion of Assets: At the time this Contract expires, all CDBG funds on hand at the time of expiration, if any, including accounts receivable, shall be transferred to the City. Additionally, any real property acquired or improved, in whole or in part, by CDBG funds in excess of twenty-five thousand dollars (\$25,000.00) shall, for five (5) years following the expiration of this Contract, continue to be used to meet the national objectives outlined in 24 CFR § 570.208, which is incorporated hereby as if fully setout herein.
8. General:
- A. Duties of the City.

- 1) Upon request by Subrecipient, CDBG staff will provide technical assistance, including, but not limited to, preparation and review of the work write-up and cost estimates.
  - 2) CDBG staff may perform periodic site visits to ascertain that contracted services are proceeding properly and in a satisfactory manner.
  - 3) Mediate in the event of a dispute between Subrecipient and any in the event of dissatisfaction of work performed by a contractor.
- B. Compliance with Laws. Subrecipient shall conduct its business under the terms of this Contract in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this contract. Funding provided under this Contract shall be conditioned upon Subrecipient's compliance with all applicable laws and regulations.
- C. Insurance. Until the work is complete, Subrecipient shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage.
- D. Indemnification and Hold Harmless.
- 1) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Subrecipient, its employees and agents under or in connection with this Contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Subrecipient and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.
  - 2) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, from any claim or amount recovered as a result of infringement of patent, trademark or copyright, or from any claim or amounts arising or recovered under Workers' Compensation or any other laws.
- E. Integration and Amendments.
- 1) This Contract constitutes the entire agreement between the parties. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract.

- 2) This Contract is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the City.
  - 3) In the event the parties fail to agree on changes or interpretations of this Contract, the decision of the City shall prevail. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract.
  - 4) Except as otherwise provided in this Contract, the total grant award may be modified only by written agreement of all the parties to this Contract. Such modification shall be in the form of an amendment which specifically references this Contract.
  - 5) Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.
- F. Default. Under this contract, default occurs when Subrecipient fails to keep, observe, or perform any material agreement, term, or provision of this Contract, including applicable laws and regulations, to be kept, observed, or performed by it.
- G. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this Contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
- H. Independent Status of Subrecipient. Subrecipient is a separate, legal entity from the City and the parties make this Contract accordingly. All persons working for Subrecipient under this contract shall be employees of Subrecipient and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Subrecipient who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Subrecipient employees who are required to perform the duties of Subrecipient, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Subrecipient hereunder shall be within the sole direction of Subrecipient.
- I. Choice of Law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western

District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

J. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.

K. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

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

SUBRECIPIENT: Making a Difference, Inc.  
1420 W. Owen K. Garriott Rd.  
Enid, Ok 73703

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

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

M. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.

N. Binding Effect. This contract binds the parties and any successors and assigns of the parties.

O. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this contract.

P. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.

Q. Good Faith and Best Efforts. City and Subrecipient agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.

- R. Employment Verification. The City of Enid requires all grant subrecipients to verify that employees working pursuant to contracts with the City of Enid are legally authorized to work in the United States. Subrecipient agrees to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract. Subrecipient also agrees to require all subcontractors who perform services under this Contract to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.
  
- S. Governmental Tort Claims Act. By entering into this Agreement, City and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

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

Date: \_\_\_\_\_

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

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Alissa Lack, City Clerk

Date: \_\_\_\_\_

"SUBRECIPIENT"  
Making a Difference, Inc.  
an Oklahoma Non-Profit Corporation

\_\_\_\_\_  
Justin Simmons, Executive Director

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

**COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT BETWEEN  
THE CITY OF ENID AND ZOE LIFE CHURCH/ZOE KIDS CAFE.**

This Contract is made and entered into on this 3rd day of October 2017, by and between the City of Enid, Oklahoma, an Oklahoma Municipal Corporation, hereinafter called "City," and Zoe Kids Cafe, an Oklahoma Non-Profit Corporation, hereinafter called "Subrecipient."

W I T N E S S E T H

**WHEREAS**, the City manages certain Community Development Block Grant (CDBG) funds from the B-17-MC-40-0006 Housing and Urban Development (HUD) contract; and,

**WHEREAS**, Subrecipient has made application for grant funds in the amount of nineteen thousand seven hundred seven dollars and no cents (\$19,707.00); and,

**WHEREAS**, the City has reviewed Subrecipient's plan to provide tutoring, recreational and nutritional services for the After School Program at Zoe Life Church; and,

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

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

1. Statement of Work:

- A. Engagement of Subrecipient. The City hereby engages Subrecipient for Subrecipient to provide reimbursement for the After School Program at the Zoe Life Church/Zoe Kids Cafe for the benefit of the residents of the City of Enid. Subrecipient accepts such engagement pursuant to the terms and conditions set forth herein.
- B. Purpose. The purpose of this Contract is to state the terms, conditions and mutual understanding of the parties as to the manner in which the Subrecipient will receive and use CDBG funds.
- C. Scope of Engagement. Subrecipient shall provide an After School Program, including tutoring and recreational activities for youth, through Zoe Kids Café at Zoe Life Church which is located in a designated Low/Moderate Income Census Tract with the City of Enid, Oklahoma, and serves very low, low and moderate income families of the city for one year from the date of execution of this Contract. Approved expenditures are those directly related to youth in the after school program. Activities include: Transportation, equipment, supplies, activity fees paid to third party and project delivery cost/management, the estimated cost for reimbursement is as follows:

Activity fees \$3,500.00  
Supplies and Equipment \$2,500.00  
Project Delivery & Management \$11,707.00  
Insurance \$1,000.00  
Transportation \$1,000.00

Total project cost is estimated at \$87,558.00 however; CDBG will only pay actual expenditures not to exceed \$19,707.00.

Such scope of services (“services”) shall include the following:

- 1) Ensure recognition of the CDBG funding source for this project in all publication and promotional materials.
- 2) Ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this project will be extended to lower income project area residents.
- 3) To the greatest extent feasible, utilize business concerns located in, or substantially owned by residents of, the project area, in the award of subcontracts and the purchase of services and supplies.
- 4) All activities funded with CDBG funds must meet one of the CDBG Program’s National Objectives:
  - NATIONAL OBJECTIVE #1-Benefit low-and moderate-income persons.
  - NATIONAL OBJECTIVE #2-Aid in the prevention or elimination of slums or blight.
  - NATIONAL OBJECTIVE #3-Meet community development needs having a particular urgency (as defined in 24 CFR 570.208).

The Agency certifies that the activity carried out under this Agreement will meet National Objective #1 and provide accessible, affordable after-school programming to a minimum of eighty (80) children from low-moderate income families who are Enid residents during FY 2017-18.

The Agency will determine client eligibility by requiring self-reported income certification on membership forms.

- D. Term. This contract shall be effective for one year from the date of execution, and all work required under this Contract shall be completed within that time.
- E. Grant Funds Approved. City shall provide grant funding in the amount of actual expenditures not to exceed nineteen thousand seven hundred seven dollars and no cents (\$19,707.00) from the B-17-MC-40-0006 HUD contract funding allocation under Public Services to administer the After School Program.
- F. Payment to Subrecipient. Subrecipient shall submit either an invoice requesting reimbursement for allowable expenses, or an original invoice for which the City



will pay the vendor directly. The submission will be reviewed for payment at a regularly scheduled meeting of the Mayor and Board of Commissioners after receipt of invoice, and if approved, will be paid within five (5) business days following the meeting. City shall not be responsible for any late fees incurred and will not reimburse Subrecipient for any late fees paid. Payments are made only from monies available to the City through the CDBG Program and are subject to the availability of such funds.

- G. Timeliness. Funds not expended within twelve (12) months of the date of execution of this Contract shall be considered for extension only upon written request of Subrecipient and approval by CDBG staff. CDBG staff reserves the right to reallocate any unexpended funds, and the extension of funds is in the sole discretion of CDBG staff.

2. Records and Reports:

- A. Maintain sufficient records to enable the City and HUD to determine whether program objectives are being met as described in 24 CFR §§ 570.506 and 570.507, which are incorporated hereby as if fully setout herein.
- B. Provide City with monthly accomplishment reports for the duration of the project, but no less than twelve (12) months. Such reports shall be on a form provided by the City and shall include, at a minimum, center usage and number of participants, and shall be due to the City CDBG Office on or before the 10th day of the each month.
- C. Retain all books, documents, papers, records and other materials involving all activities and transactions related to this Contract for at least five (5) years from the date of submission of the final activity report, or until all audit findings have been resolved, whichever is later. Permit representatives of the City and HUD to have full access to and the right to fully examine all such material.
- D. The City shall have the right to inspect and audit any and all records related to this Project or to the qualification of the Subrecipient for this Grant at any reasonable time.

3. Program Income: In accordance with 24 CFR § 570.504(c), any program income, as defined in 24 CFR § 570.500, received by Subrecipient shall be returned to the City.

4. Uniform Administrative Requirements:

- A. Subrecipient shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations," which is incorporated hereby as if fully setout herein.
- B. Subrecipient shall comply with the requirements and standards of OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit

Organizations,” which is incorporated hereby as if fully setout herein. Audits shall be conducted annually.

- C. Subrecipient shall comply with the requirements and standards of OMB Circular A-110, as implemented at 24 CFR Part 84, “Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Non-Profit Organizations” or the related CDBG provision, as specified in § 570.502(b), which is incorporated hereby as if fully setout herein.

5. Other Program Requirements:

- A. Subrecipient shall comply with the requirements of 24 CFR Part 570, Subpart K, which is incorporated hereby as if fully setout herein, except:
  - 1) The City’s responsibilities described at 24 CFR § 57-.604; and
  - 2) The City’s responsibilities under the provisions of 24 CFR Part 52.
- B. Subrecipient shall comply with the Single Audit Act of 1984, 31 USC § 7501, *et seq.*, which is incorporated hereby as if fully setout herein. Subrecipient shall, in a timely manner, provide the City with copies of reports on any audits that include funds received from City. In the event an audit results in the determination that Subrecipient has expended contract funds on unallowable costs, Subrecipient shall immediately reimburse the City in full for all such costs. Subrecipient shall be exempt from this Act if expending less than five hundred thousand dollars (\$500,000.00) per year in federal funds, but records must be available for review and/or audit by appropriate officials of federal agencies, pass-through entities such as the City, and the General Accounting Office (GAO).
- C. Conditions for Religious Organizations. Subrecipient agrees that funds provided under this Contract shall not be utilized for religious activities, to promote religious interest, or for the benefit of any religious organization, in accordance with 24 CFR § 570.200(j), which is incorporated hereby as if fully setout herein.
- D. No employee, officer or agent shall participate in the selection, award or administration of a Contract supported by federal funds if a real or apparent conflict of interest might arise. Subrecipient shall comply with all regulations regarding contracting, procurement and conflict of interest, as set forth in 24 CFR Part 84, Subpart C; 24 CFR Part 85, Subpart C; and 24 CFR 570.611, all of which are incorporated hereby as if fully setout herein.
- E. Subrecipient shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, which is incorporated hereby as if fully setout herein.

- F. Subrecipient shall comply with the provisions of the Davis-Bacon Prevailing Wage Act.
6. Suspension and Termination:
- A. This agreement may be terminated or suspended, in whole or in part, by written consent of the parties.
  - B. Upon default by Subrecipient, City may:
    - 1) Temporarily withhold payments pending correction of the deficiency by Subrecipient; and
    - 2) Disallow all or part of the cost of the activity or action not in compliance; and
    - 3) Suspend or terminate, in whole or in part, this Contract; and
    - 4) Require Subrecipient to return funds to the City and/or disqualify Subrecipient from future funding; and
    - 5) Take any other legally available remedy.
  - C. In the event of termination or suspension, all materials and/or equipment purchased under this Contract shall, at the option of the City, become the property of the City, and Subrecipient shall be entitled to payment for otherwise valid and allowable obligations which were incurred in good faith prior to notice of such action. This option of the City constitutes a security interest in any materials and/or equipment purchased or property improved by expenditure of funds under this Contract for as long as such materials and/or equipments or improvements have any value, unless the City declines its option or releases its security interest.
7. Reversion of Assets: At the time this Contract expires, all CDBG funds on hand at the time of expiration, if any, including accounts receivable, shall be transferred to the City. Additionally, any real property acquired or improved, in whole or in part, by CDBG funds in excess of twenty-five thousand dollars (\$25,000.00) shall, for five (5) years following the expiration of this Contract, continue to be used to meet the national objectives outlined in 24 CFR § 570.208, which is incorporated hereby as if fully setout herein.
8. General:
- A. Duties of the City.
    - 1) Upon request by Subrecipient, CDBG staff will provide technical assistance, including, but not limited to, preparation and review of the work write-up and cost estimates.

- 2) CDBG staff may perform periodic site visits to ascertain that contracted services are proceeding properly and in a satisfactory manner.
  - 3) Mediate in the event of a dispute between Subrecipient and any in the event of dissatisfaction of work performed by a contractor.
- B. Compliance with Laws. Subrecipient shall conduct its business under the terms of this Contract in such a manner that it does not violate Federal, State, or local laws or regulations applicable to the conduct of its operations under the terms of this contract. Funding provided under this Contract shall be conditioned upon Subrecipient's compliance with all applicable laws and regulations.
- C. Insurance. Until the work is complete, Subrecipient shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage.
- D. Indemnification and Hold Harmless.
- 1) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, against all damages, including but not limited to, any loss, liability, expense, suit, or claim for injury to persons or damages to property arising out of the activities of Subrecipient, its employees and agents under or in connection with this Contract, whether or not any act or omission complained of is authorized, allowed or prohibited by Subrecipient and all reasonable expenses together with all damages and penalties thereto. Expenses shall include, without limitation, all out-of-pocket expenses, attorney's fees, witness fees, and discovery costs.
  - 2) Subrecipient shall defend, indemnify and hold harmless the City and any and all officers, agents and employees of the City, from any claim or amount recovered as a result of infringement of patent, trademark or copyright, or from any claim or amounts arising or recovered under Workers' Compensation or any other laws.
- E. Integration and Amendments.
- 1) This Contract constitutes the entire agreement between the parties. There are no other agreements, representations or warranties, whether oral or written, regarding the subject matter of this Contract.
  - 2) This Contract is subject to such modification as may be required by federal law or regulations. Any such modification may be done unilaterally by the City.

- 3) In the event the parties fail to agree on changes or interpretations of this Contract, the decision of the City shall prevail. No course of dealings involving the parties hereto and no usage of trade shall be relevant or admissible to interpret, supplement, explain or in any way vary any of the terms expressly set forth in this Contract.
  - 4) Except as otherwise provided in this Contract, the total grant award may be modified only by written agreement of all the parties to this Contract. Such modification shall be in the form of an amendment which specifically references this Contract.
  - 5) Any amendment to this Contract shall be attached to this Contract and all of the terms in this Contract not addressed in the amendment shall remain in full force and effect.
- F. Default. Under this contract, default occurs when Subrecipient fails to keep, observe, or perform any material agreement, term, or provision of this Contract, including applicable laws and regulations, to be kept, observed, or performed by it.
- G. Non-Discrimination. The parties covenant (1) that no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Contract on the ground of race, color, age, sex, handicap, or national origin; and (2) that, in carrying out the terms and conditions of this Contract, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.
- H. Independent Status of Subrecipient. Subrecipient is a separate, legal entity from the City and the parties make this Contract accordingly. All persons working for Subrecipient under this contract shall be employees of Subrecipient and shall not be considered employees of the City. The hiring, discharge, supervision, and management of the employees of Subrecipient who provide services under this contract, including, but not limited to, the determination from time to time of the qualifications of such Subrecipient employees who are required to perform the duties of Subrecipient, and the establishment, revision, and administration of wage scales, rates of compensation, conditions of employment, and job and position descriptions with respect to all such employees of Subrecipient hereunder shall be within the sole direction of Subrecipient.
- I. Choice of Law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this contract may be brought against any of the parties in the courts of the State of Oklahoma, County of Garfield, or, if it has or can acquire jurisdiction, in the United States District Court for the Western District of Oklahoma, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

J. Interpretation of Law. This contract shall be deemed to have been made in the State of Oklahoma and shall be construed and interpreted in accordance with the laws of the State of Oklahoma.

K. Notices. Whenever notice is required to be given in writing, such notice shall be hand-delivered or mailed by certified mail, return receipt requested, and directed to the respective parties at the following addresses:

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

SUBRECIPIENT: Zoe Kids Cafe  
729 E. Maine Ave.  
Enid, Ok 73703

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

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

M. Construction. Captions and other headings contained in this contract are for reference and identification purposes only and do not alter, modify, amend, limit, or restrict the contractual obligations of the parties.

N. Binding Effect. This contract binds the parties and any successors and assigns of the parties.

O. Severability. If any one or more of the sections, sentences, clauses, or parts be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this contract.

P. Third Party Beneficiaries. Nothing in this contract, expressed or implied, is intended to confer upon any person other than the parties hereto and their respective assigns, any rights or remedies under or by reason of this Agreement, except as provided expressly herein.

Q. Good Faith and Best Efforts. City and Subrecipient agree to perform obligations under this Contract in good faith and to use their respective best efforts to ensure that the each perform in a timely manner.

R. Employment Verification. The City of Enid requires all grant subrecipients to verify that employees working pursuant to contracts with the City of Enid are legally authorized to work in the United States. Subrecipient agrees to verify and document

the employment eligibility of all employees who may perform services pursuant to this Contract. Subrecipient also agrees to require all subcontractors who perform services under this Contract to verify and document the employment eligibility of all employees who may perform services pursuant to this Contract.

- S. Governmental Tort Claims Act. By entering into this Agreement, City and its “employees,” as defined by the Governmental Tort Claims Act, 51 Okla. Stat. § 151 et seq., do not waive sovereign immunity, any defenses, or any limitations of liability as may be provided for by law. No provision of this Agreement modifies and/or waives any provision of the Local Government Tort Claims Act.

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

Date: \_\_\_\_\_

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

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

(SEAL)

ATTEST:

\_\_\_\_\_  
Alissa Lack, City Clerk

Date: \_\_\_\_\_

"SUBRECIPIENT"  
Zoe Kids Café

an Oklahoma Non-Profit Corporation

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Cornelius Pitts, Executive Director

WITNESS:

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Signature

---

Printed Name and Title



**City Commission Meeting**

**9.5.**

**Meeting Date:** 10/03/2017

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

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**SUBJECT:**

**APPROVE AMENDMENT 13 TO THE OWNER-ENGINEER AGREEMENT DATED APRIL 2013 CITY OF ENID-CEC CORPORATION (FORMERLY COBB ENGINEERING) TO PROVIDE ALL NECESSARY DOCUMENTS FOR THE DESIGN AND CONSTRUCTION; TO CONDUCT SURVEY AND GEOTECHNICAL INVESTIGATION; AND PROVIDE RELATED CONSTRUCTION AND GRANT ADMINISTRATION FOR THE NEW TERMINAL BUILDING AT THE ENID WOODRING REGIONAL AIRPORT.**

**BACKGROUND:**

This amendment provides all the necessary plans, specifications and associated project management by our consultant engineer, CEC, to take the airport terminal project from design to completion. CEC's fee is \$193,400.00. There are sufficient funds in the Airport Fund to cover this fee.

**RECOMMENDATION:**

Approve Amendment 13.

**PRESENTER:**

Dan Ohnesorge, Airport Director

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**Attachments**

Amendment 13

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AMENDMENT NO. 13 TO OWNER-ENGINEER AGREEMENT

Subject of Amendment: Airport Improvement

1. Background Data:

- a. Effective Date of OWNER-ENGINEER Agreement: April 16, 2013
- b. OWNER: City of Enid
- c. ENGINEER: CEC Corporation (formerly known as Cobb Engineering Company)
- d. Project: Provide Design Development Documents, Construction Documents, and Construction Administration for a new Airport Terminal Building, located adjacent to the existing Airport Terminal. Survey & Geotechnical Investigation are also included in this project.

2. Nature of Amendment

Additional Services to be performed by ENGINEER.

3. Description of Amendment

- See Attachment 1, "Project Scope and Fee"
- See Attachment 2, "Survey Proposal"
- See Attachment 3, "Envirotech Engineering & Consulting Proposal"
- See Attachment 4, "GH2 Architects Proposal"

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER: City of Enid

ENGINEER: CEC Corporation

\_\_\_\_\_

*Steven Johnson*  
\_\_\_\_\_

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

By: Steven Johnson, P.E.

Title: Mayor

Title: Vice President

Date Signed: \_\_\_\_\_

Date Signed: 9/25/17

ATTEST: \_\_\_\_\_

ATTEST: *C. Paul*  
\_\_\_\_\_

(SEAL)

Chief Financial Officer



Enid Woodring Regional Airport

This is **Attachment 1**, consisting of 4 pages, to **Amendment No. 13**,  
dated \_\_\_\_\_.

Initial:  
OWNER \_\_\_\_\_  
ENGINEER           *AB*          

### Attachment 1

#### Project Scope and Fee

CEC Corporation (hereinafter referred to as CEC) proposes to provide professional services as described herein to *The City of Enid - Enid Woodring Regional Airport* (hereinafter referred to as CLIENT). The following is our understanding of the project and scope of our recommended design services associated with the proposed *Airport Terminal Building*. The project consists of providing Design Development, Construction Documents, and Construction Administration for a new Airport Terminal Building to be located adjacent to the existing Airport Terminal.

The proposed services to be provided by CEC are Civil, Structural, Mechanical, Electrical, and Plumbing (MEP) consulting engineering as well as Survey (refer to attached detailed scope).

The proposed CEC key design team members will be as follows:

- CEC Project Manager                      Austin Burton, P.E.
- Civil Engineer of Record                 Austin Burton, P.E.
- Structural Engineer of Record          Christopher Snider, P.E.
- Electrical Engineer of Record          Andrew Pritchard, P.E.
- Mechanical Engineer of Record         Ezra Zoschke, P.E.

GH2 Architects will provide Architectural, Interior Design, Landscape design, and Kitchen Consultation. Envirotech Engineering & Consulting will provide the geotechnical investigation. These sub-consultants to CEC have provided detailed scopes of work, which are attached to this proposal.

Our basic understanding is the CLIENT desires to proceed with the design of the new 7,300 sq. ft. airport terminal building, as developed by CEC & GH2 in the Preliminary Study for this project. The design & construction budget is understood to be \$1,800,000, and the project scope includes:

#### 1. Terminal Building

- 7,300 sq. ft. building with full-service restaurant, pilot/passenger lounges, & airport administration spaces.
- Superstructure includes a vaulted sloped roof above restaurant with grand windows facing out onto airport, canopies at both entries, and flat roof above office portion of building.
- Conference room to be designed as safe room (not FEMA-rated).
- Lighting, power, plumbing and conventional HVAC systems (rooftop units).
- Kitchen equipment systems provided by kitchen equipment vendor.
- New parking for 75 vehicles with loading area for dumpsters & restaurant deliveries.
- Existing terminal building will remain open throughout construction; construction phasing to allow for adequate parking throughout construction.

#### 2. Apron Improvements

- New apron to infill space left after demolition of existing terminal building.
- Re-stripping of a portion of existing apron near terminal building to optimize layout.
- FAA pavement design & joint layout.

- Bid alternate to terminal building.

This Scope of Work will be accomplished as follows:

**SS TASK – SURVEY SERVICES PHASE – see attached detailed scope**

**GS TASK – GEOTECHNICAL STUDY PHASE – by *Envirotech*, see attached detailed scope**

**CD TASK – CONSTRUCTION DOCUMENTS PHASE**

For the above referenced scope, CEC will generate Construction Documents to be presented to the CLIENT. This includes the following:

- Participate in up to two (2) project meetings with the design team.
- Code research as applicable to project and authority having jurisdiction (AHJ).
- Attend up to two (2) coordination and review meetings as directed by CLIENT.
- Architectural drawings – by *GH2*, see attached scope.
- Kitchen equipment selection/layout – by *GH2*, see attached scope.
- Interior design drawings – by *GH2*, see attached scope.
- Landscape design drawings – by *GH2*, see attached scope.
- Civil drawings:
  - Parking lot, loading area, sidewalk, apron, and fencing layout and grade elevations.
  - Phasing plan to allow for existing terminal access/parking throughout construction.
  - Public & private utility service coordination.
- Structural drawings:
  - Design and detail of all structural systems (foundations, superstructure, canopies).
  - Design and detail of a storm shelter area in the proposed Conference room.
- MEP drawings:
  - Conventional MEP system design (mechanical, electrical, & plumbing).
  - Design coordination for owner-provided & kitchen consultant selected equipment.
- Provide original Construction Documents (Drawings and Specifications) at CLIENT directed interim submittals (e.g. 50% and 90% completion) and at 100% completion of the Construction Document phase.
- Provide signed and sealed Construction Documents in PDF format.

**CA TASK – CONSTRUCTION ADMINISTRATION PHASE**

- Prepare bid documents (FAA specifications) & FAA airspacing application.
- Attend one (1) pre-bid meeting.
- Respond to contractor's bidding questions.
- Provide addendum drawings where clarifications to the Construction Documents are required.
- Review and comment on engineering submittals and shop drawings.
- Respond to engineering related RFIs, as required.
- Provide engineering related ASIs, as required.
- Perform a maximum of two (2) limited scope site observations per each engineering discipline (Civil, Structural, & MEP) during construction. If additional site visits are requested by the Client due to phased construction or any other reason, the additional site visit costs shall be negotiated with the Client prior to visiting. Failure to request CEC site visits by the CLIENT shall not result in reduced CEC lump sum CA fee.
- Refer to *GH2*'s scope (attached) for architectural CA services.

**GA TASK – GRANT ADMINISTRATION PHASE**

- OAC Grant Administration, as required for the project

## ITEMS NOT INCLUDED IN THE SCOPE OF WORK

- Public sanitary sewer, storm sewer, or roadway improvements or modifications
- Storm water detention pond/facility and underground storm sewer drainage system
- Water storage tank and/or fire pump design
- Public or private utility easements/exhibits and zoning/property research
- Private utility (electric, telephone, fiber, gas) relocation or design
- Development of 3D BIM model for the Contractor's use, for conflict resolution, or for 3D fly-through models
- LEED certified/certifiable or Energy Star related design
- Energy modeling or life cycle cost analysis of alternative MEP systems
- Emergency generator design
- Low voltage systems (data, alerting system, intercom, audio/visual, etc.) design. Support and infrastructure to these systems shall be provided
- Kitchen, refrigeration equipment, and other Owner's process equipment selection and design. Support and infrastructure to these systems shall be provided based on equipment layouts and MEP requirements provided to CEC by others.
- Water feature selection and design. Support and infrastructure to these systems shall be provided.
- Fire hydrant flow tests
- Fire sprinkler system design (CEC scope will be limited to performance based specifications only – licensed fire sprinkler system planner and installer must provide system calculations and shop drawings)
- Fire alarm system design (CEC scope will be limited to performance based specifications only - licensed fire detection and alarm system planner and installer must provide system calculations and shop drawings)
- Detailed construction cost estimates
- Obtaining any City, State, or local regulatory permits (including preparation of SWPPP/NOI)
- On-site material testing and/or inspection
- Special Inspections as defined by the International Building Code
- Review of shop and erection drawings of material used in construction ways and means such as formwork, shoring and bracing by Contractor
- Attendance at Contractor's periodic construction progress meetings (refer to *GH2's* scope)
- Review of Contractor's monthly payment applications (refer to *GH2's* scope)
- Site observations in excess of the stipulated maximum number of visits as described Commissioning of building systems
- Record Drawing or As-Built Drawing production
- Site observations during Contractor's one (1) year warranty period
- Perform post-warranty period site observation visits
- Performing additional services related to changes in scope of work
- Value engineering efforts are a part of our basic services up to a 5% reduction in construction cost. Additional value engineering efforts will be considered additional services and negotiated as such.

## PROJECT SCHEDULE

Following receipt of our Notice to Proceed, it is expected that CEC personnel can begin working on the project within one week. It is anticipated that Construction Documents can be completed within 12 weeks of Notice to Proceed.

## ADDITIONAL SERVICES

If there should be a change in project scope that leads to additional work or additional services are requested by CLIENT, we will negotiate a fee to provide the changes or additional services prior to commencing work. Requested visits to the project site in excess of the stipulated maximum number of visits will be considered Additional Services.

## REIMBURSABLE EXPENSES

The costs for project related reimbursable expenses listed below will be billed at direct cost and only with prior approval of CLIENT.

- Fees paid for securing jurisdiction approval or permitting services
- Reproduction expenses
- Mailing expenses

## PROPOSED ENGINEERING CONTRACT FEE SUMMARY

<b>SS TASK – Survey Services Phase</b>	\$	4,000.00
<b>GS TASK – Geotechnical Study Phase</b>	\$	4,100.00
<b>CD TASK – Construction Documents Phase (Includes meetings)</b>		
• Architectural, Kitchen Equipment, Interior, & Landscape Design Fee	\$	74,500.00
• Civil, Structural, & MEP Engineering Fee	\$	76,000.00
<b>CA TASK – Construction Administration Phase (Includes site visits)</b>		
• Architectural CA Fee	\$	14,100.00
• Civil, Structural, & MEP Engineering CA Fee	\$	15,900.00
<b>GA TASK – Grant Administration Phase</b>	\$	4,800.00
<b>TOTAL Proposed Fee</b>	<b>\$</b>	<b>193,400.00</b>

## INTERNAL SURVEY PROPOSAL

Project Name: Enid Airport Terminal Building  
Project Location: Enid, OK  
CEC Project Manager: Toby Baker  
CEC Project Number: 13023

Initial:  
OWNER \_\_\_\_\_  
ENGINEER SA

## GENERAL SCOPE OF SERVICES

TOPOGRAPHIC SURVEY & CONTROL SCOPE (see attached aerial and Survey Request for details)

- Set a minimum of 2 control points for vertical and horizontal purposes tied to existing control.
- Establish 2 benchmarks in the project vicinity and run a differential level loop.
- Topographical survey will include all of the following existing surface features: roads, curbs, drives, sidewalks, buildings, finished floor at thresholds, signs, fences, walls, trees, flowerbeds, all visible drainage structures and flow lines, and visible or marked utilities.
- All utility companies servicing the project area will be contacted through "CALL OKIE" 48 hours prior to survey and the location will be obtained. All utility information will be placed in the C3D drawing. CEC is NOT responsible for unmarked or mismarked utilities.
- Storm sewer manholes, sanitary sewer manholes, water valves and their inverts will be measured for depth (to the connection outside of survey limits).
- Cross-sections at 50' maximum intervals.
- Surface model with contours at 1' minimum density.
- Submit a C3D CAD file containing all above described items.

## ITEMS NOT INCLUDED IN THE SCOPE OF WORK

- ALTA/ACSM Survey
- Flood Plain Management
- Preparation of exhibits or easements
- FEMA Flood Plain Determination
- Property Boundary Survey
- Determination of Right-of-Way
- Exhibits, easements or legal descriptions
- Construction staking
- Plat of Survey

## PROJECT SCHEDULE

Following receipt of our Notice to Proceed, CEC Surveying and Mapping will coordinate a schedule with CEC engineers.

## ADDITIONAL SERVICES

If there should be a change in project scope that leads to additional work or additional services are requested by CLIENT, we will negotiate a fee to provide the changes or additional services prior to commencing work. Requested visits to the project site in excess of the stipulated maximum number of visits will be considered Additional Services.

## INTERNAL SURVEY PROPOSAL

### NOTES

- Any services not included in the scope will be an additional charge utilizing the most current approved hourly rates.
- This IS NOT an ALTA survey.
- This survey will be placed on the NGS Oklahoma State Plane Coordinate System, (NAD83 HPGN), Lambert Project, North Zone – unless otherwise directed by the client.
- On occasion, the CEC survey schedule may be affected by inclement weather, equipment malfunction(s), and/or unforeseen events. If a submittal delay is expected, CEC Surveying and Mapping will coordinate a new submittal timeline.

### REIMBURSABLE EXPENSES

The costs for project related reimbursable expenses listed below will be billed at direct cost and only with prior approval of CLIENT.

- Fees paid for securing jurisdiction approval or permitting services
- Reproduction expenses
- Mailing expenses

### PROPOSED SURVEYING CONTRACT FEE SUMMARY

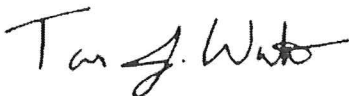
<b>Survey Services</b>	
• Topographic Survey & Control	\$ 4,000.00

**TOTAL Survey Fee (Lump Sum)** **\$ 4,000.00**

### COMPENSATION FOR SERVICES

- The work provided in the proposed scope shall be performed on a lump sum basis with amounts not to be exceeded for each task.
- If this Agreement is terminated, CEC shall be paid for services performed to the effective date of termination.


Submitted for approval by:

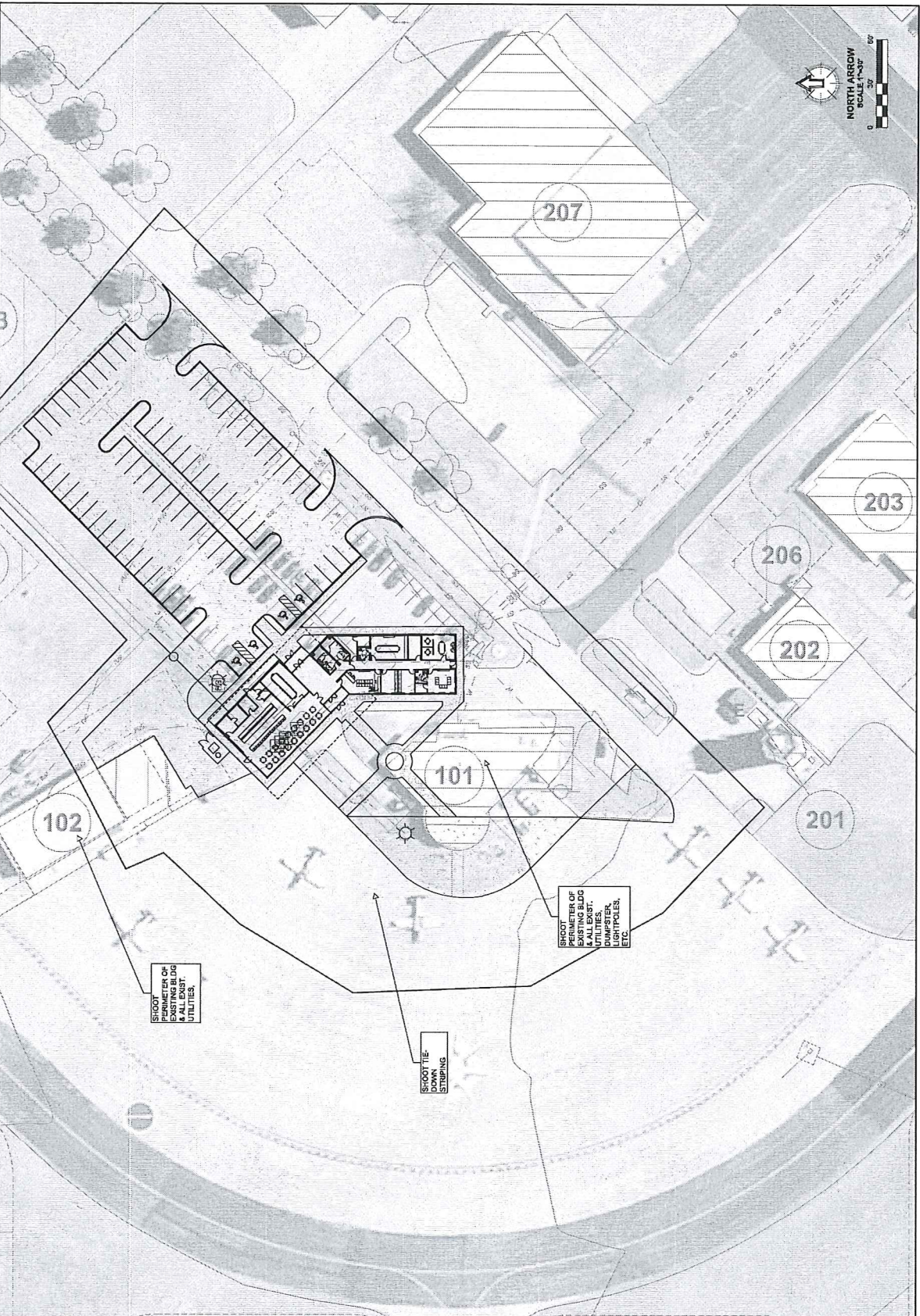


Tanner Wentworth, PLS

Date: 09-18-17



	<p>THIS DOCUMENT IS PRELIMINARY IN NATURE AND SHALL BE USED AS A FINAL, SIGNED DOCUMENT.</p>	<p>THIS DOCUMENT IS PRELIMINARY IN NATURE AND SHALL BE USED AS A FINAL, SIGNED DOCUMENT.</p>	<p>DATE: _____</p>	<p>NO. DESCRIPTION</p>	<p>REVISION HISTORY</p>	<p>SCALE: _____</p>	<p>APPROVED BY: _____</p>	<p>DATE: _____</p>	<p>PROJECT NO. 12000000</p>	<p>PROJECT NAME: ENID WOODRING REGIONAL AIRPORT TERMINAL</p>	<p>PROJECT LOCATION: ENID, OKLAHOMA</p>
						<p>DATE: _____</p>	<p>NO. DESCRIPTION</p>	<p>REVISION HISTORY</p>	<p>DATE: _____</p>	<p>NO. DESCRIPTION</p>	<p>REVISION HISTORY</p>





2500 North Eleventh Street • Enid, OK 73701 • (580) 234-8780 • Fax (580) 237-4302 • www.envirotechconsulting.com

Initial: \_\_\_\_\_  
 OWNER \_\_\_\_\_  
 ENGINEER SA

September 15<sup>th</sup>, 2017

Mr. Austin Burton, PE  
 Project Manager  
 CEC Corporation  
 4555 W. Memorial Rd.  
 Oklahoma City, OK 73142  
 (405) 753-4643  
[austin.burton@connectcec.com](mailto:austin.burton@connectcec.com)

**Re: *Proposal to Provide Geotechnical Subsurface Investigation Report on the Proposed Site of the New Terminal Building at Woodring Airport in Enid, Oklahoma***

Dear Mr. Burton:

ENVIROTECH ENGINEERING & CONSULTING, INC., is pleased to submit this proposal to provide a *Geotechnical Subsurface Investigation* for the above-referenced project in Enid, Oklahoma. We understand that the broad objectives of this study will be to develop information concerning foundation design and construction recommendations in addition to pavement design for the drives and parking areas, and information regarding the apron improvements west of the existing terminal.

The final report summarizing the results of the geotechnical investigation shall include the following:

1. Boring Location Map.
2. Boring Logs.
3. Documentation regarding groundwater conditions.
4. Foundation design recommendations to include the recommended bearing strata and allowable design values for bearing and skin friction, if applicable.
5. Recommendations for ground-supported slab construction to include any subgrade preparation required to limit potential slab movements to 1/2-in. maximum as well as recommendations to limit potential slab movements to 1-in. minimum.
6. Recommendations for backfill and drainage requirements for walls consistent with the recommended horizontal earth pressure.
7. Recommendations for subgrade preparation below parking and drive areas.
8. Pavement (asphaltic and/or concrete) design and construction recommendations

9. Minimum depth of foundations for frost protection.
10. Site Class determination in accordance with Section 1613 of the 2006 International Building Code (IBC).
11. Site information and recommendations associated with seismic activity.
12. Any additional recommendations and information that may be applicable, based on ENVIROTECH'S experience and knowledge of subsurface conditions in this area.

We would recommend this investigation consist of three (3) borings to be drilled in the building area to a depth of 20-ft, and two (2) borings drilled in the parking area to a depth of 10-ft.

Our estimated fee to drill the five (5) borings and provide the above-referenced information is **\$4,100.00.**

Based on our current schedule, Envirotech can conduct the field work during the week of September 25<sup>th</sup>. The final report will be provided one week from completion of drilling activities. It should be noted that this schedule is weather dependent and in the event of adverse weather conditions it is subject to change.


*In addition, ENVIROTECH can provide in-house Construction Materials Testing. Our geotechnical testing laboratory has received the Army Corps of Engineers' accreditation for providing soil, concrete, and aggregate testing.*

We consider this confirmation document an integral part of our agreement to provide services. If we are the chosen firm, we ask that you please execute and return one (1) copy of this correspondence to confirm your intent to employ ENVIROTECH ENGINEERING & CONSULTING, INC. for this project.

Should you have any questions or require additional information, please contact me at your convenience. ENVIROTECH appreciates the opportunity to submit this proposal, and I look forward to hearing from you.

Thank you for your consideration.  
Best regards,

**ENVIROTECH ENGINEERING & CONSULTING, INC.**

  
Jimmy Stallings, P.E.  
President/Principal Engineer

*Attachments: Terms and Conditions*

**City Commission Meeting**

**9.6.**

**Meeting Date:** 10/03/2017

**Submitted By:** Carol Lahman, City Attorney

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**SUBJECT:**

**APPROVE SALTWATER DISPOSAL FACILITY CONSTRUCTION AND OPERATION AGREEMENT BETWEEN D & J OIL COMPANY, INC. AND THE CITY OF ENID.**

**BACKGROUND:**

In 1996, the City and D & J Oil Company Inc entered into an agreement to protect the freshwater aquifer located in the area of the proposed saltwater disposal well, Peggy SWD #1 18, located in Section 20-21N-R9W in Major County, Oklahoma. The agreement required monitoring wells and insurance with the City of Enid as an additional insured. There has been no issue with the operation of the well. D & J has received permission from Oklahoma Corporation Commission to convert the Peggy from a private to a commercial saltwater disposal well. It will require a significant capital investment including a storage facility and an emergency secondary containment system. Once the facility is constructed it will continue to receive piped fluids but will also receive trucked fluids. The requirement for monitoring wells and insurance remain.

**RECOMMENDATION:**

Approve agreement.

**PRESENTER:**

Interim City Attorney, Carol Lahman

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**Attachments**

Agreement

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**SALTWATER DISPOSAL FACILITY CONSTRUCTION AND OPERATION  
AGREEMENT BETWEEN D&J OIL COMPANY, INC. AND THE CITY OF ENID**

This shall serve as an amendment to the Saltwater Disposal Facility Construction and Operation Agreement (“Agreement”) of March 19, 1996, by and between D&J Oil Company, Inc. (“D&J”) and the City of Enid (“City”).

**RECITALS**

**WHEREAS**, In 1996 D&J entered into an agreement with the City to provide safeguards to the ground water in conjunction with its construction and operation of a saltwater disposal facility called the Peggy SWD No. 1 18 (hereinafter “Peggy”) as a non-commercial disposal well which consisted of surface equipment and a wellbore located in Section 18 T21N-R9W in Major County, Oklahoma;

**WHEREAS**, D&J plans to upgrade said well and facilities and operate it as a commercial disposal facility; and

**WHEREAS**, the City has certain rights and obligations with respect to the freshwater aquifer located in the area of the Peggy and the parties seek to modify the 1996 agreement to provide certain construction specifications and operational guidelines to cover D&J's conversion of the Peggy into an a commercial disposal facility.

**NOW THEREFORE**, D&J and the City agreed to the following:

1. D&J shall construct the required facility additions to the Peggy Saltwater Disposal Surface Facility (“Surface Facility”) according to current industry standards and the current Oklahoma Corporation Commission rules and guidelines:
  - (a) Saltwater will be received through the Peggy Saltwater Gathering System (“Gathering System”) and by truck, initially unloaded into receiving tanks (“receiving tanks”) consisting of two (2), three hundred (300) barrel equalized tanks (gun barrels) before moving through to the storage tanks (“storage tanks”) of the facility consisting of six (6) five hundred (500) barrel equalized tanks. Additional storage tanks of similar construction and size with equalizer lines will be installed when and if D&J determines the need for greater saltwater storage capacity with notice to the City.
  - (b) The receiving tanks, and all other saltwater storage tanks will be of welded steel construction and be internally coated in order to eliminate corrosion.
  - (c) The receiving tanks will be top-fed in order to provide anti-siphon backflow protection to the Gathering System. Since receiving tanks are a gun barrel design, any oil residue will accumulate into a separate oil tank and salt water will move to storage tanks. A high level liquid controller operating a motor operated valve (“MOV”) will be utilized to avoid overfilling of the storage tanks.

- (d) A high fluid level alarm system will be placed on the storage tanks. The automatic dial alarm system will send a signal to the home or business of an employee or agent of D&J who is capable of responding to the alarm within one hour. The alarm system will be capable of sending a signal to as many as six (6) employees or agents of D&J.
- (e) Saltwater will gravity flow from the storage tanks to a set of triplex positive displacement injection pumps which will pressurize the water to a maximum of one thousand five hundred (1,500) psi (per Oklahoma Corporation Commission UIC Injection Permit #'s 401356 Non-Commercial and #1710450003 Commercial) and the water will then be piped into the Peggy through fiberglass or internally plastic coated steel lines.
- (f) The triplex pumps will be set on a concrete pad adjacent to the storage tank. The concrete pad will be sloped to insure that all fluids will gravitate into an impervious sump in the event of a spill or leak. The sump will be equipped with an automatic liquid level controlled sump pump which will return all fluids to the primary storage tank.
- (g) The storage tank area will be diked for emergency secondary containment. The secondary containment area will be lined with a 60 mil HDPE (High Density Polyethylene) liner. The HDPE liner will be covered with twelve inches (12") of soil backfill and two inches (2") of crushed rock. The tanks will be set over the rock surface. The secondary containment area will have a capacity of no less than one hundred twenty-five percent (125%) of the total tank storage volume at the Surface Facility. A manually operated sump pump will be installed for removal of rain water from the containment area and said water will be returned to the primary storage tank.
- (h) The disposal line pressure will be monitored continuously with high-low pressure shut-down switches and an automatic dial alarm system which will send a signal to the home or business of an employee or agent of D&J who is capable of responding to the alarm within one (1) hour. The alarm system will be capable of sending a signal to as many as six (6) employees or agents of D&J.
- (i) All lines, fittings, and valves between the centrifugal pickup pump and the triplex pump will be installed above ground level. The lines, fittings and valves will either be fiberglass or internally plastic coated steel. These lines, fittings and valves will have a minimum working pressure rating of two hundred (200) psi.
- (j) Lines, fittings and valves downstream of the triplex pumps will be above ground and will have a minimum working pressure rating of one thousand five hundred (1,500) psi. The lines, fittings and valves will either be fiberglass or internally plastic coated steel.
- (k) D&J completed four (4) monitoring wells in accordance with Oklahoma Corporation Commission Rule 165:10-9-3 at the original Peggy battery meeting all existing Oklahoma Water Resources Board standards. Those wells penetrate the aquifer at approximately fifty feet (50') and are screened from top to bottom. The City and the surface owner approved the monitoring well, location, design, and construction in 1996. Per the current Oklahoma Corporation Commission rule 165:10-9-3 the monitoring wells

will be sampled semi-annually and the split samples, collected by both the City and D&J, will be analyzed for sodium, chlorides and total dissolved solids. The first annual samples will also be tested for volatile organic chemical constituents as required by the Oklahoma Department of Health.

2. D&J had received permission from the Oklahoma Corporation Commission to use an Alternative Mechanical Integrity Testing Procedure (“MIT”) as outlined in OAC Rule 165: 10-5-6 (f) (4) for the Initial MIT and subsequent MIT test for the Peggy #1-18 SWD. A copy of all MIT reports will be provided to the City.
3. Earlier this year, D&J received a permit to convert the Peggy into a Class II, commercial saltwater disposal well from the Underground Injection Control Department of the Oklahoma Corporation Commission pursuant to a UIC Permit #171045003. D&J will operate the Peggy SWD #1-18 as a commercial saltwater disposal well in accordance with Oklahoma Corporation Commission Rules. The maximum rate of injection of saltwater remains the same as the volume and pressure permitted in 1996 which is at the maximum rate of seventy five hundred barrels per day (7500 BPD) at one thousand five hundred pounds per square inch (1500 psi) maximum surface pressure into the Mississippi formation.
4. D&J may utilize the 1996 gathering system from offset wells, in addition to allowing water to be trucked to the facility for disposal purposes.
5. The Peggy Disposal Facility will be operated at all times by D&J. D&J must secure written approval from the City and the Oklahoma Corporation Commission prior to transferring operations of the Peggy Disposal Facility to a third party unrelated to D&J. This prior approval is not required if operations are transferred to a D&J related entity such as a subsidiary corporation of D&J or a limited partnership in which D&J is the general partner.
6. D&J will provide the City with a Spill Prevention Control and Countermeasure Plan upon the completion of the updated surface facility.
7. The parties hereto agree to inspections of the Peggy Disposal Facility under the following guidelines:
  - (a) Each of the parties hereto shall bear its own cost of the inspections of the Peggy Disposal Facility.
  - (b) During the construction phase, which is hereby defined as the time period between commencing and ending the construction and completion of the upgrade herein described, the City or its agents may conduct inspections of all work activities at any time an authorized agent or employee of D&J is on site.
  - (c) After conclusion of the construction phase, and upon a minimum notice of 24 hours, D&J will allow such authorized persons access to the Peggy Disposal Facility for inspections during D&J’s normal business hours. Upon adequate notice and at a mutually agreeable time, an authorized agent or employee of D&J will meet the City or its agent to conduct

such inspections. Routine inspections will be limited to a quarterly basis, but additional inspections will be granted in response to a pollution event upon request of the City.

- (d) Authorized persons entering upon the premises of the Peggy Disposal Facility must meet or exceed all OSHA safety protection standards, including the wearing of a hard hat, steel-toes boots, and eye and ear protection or as otherwise required by OSHA.
8. If a Peggy Disposal Facility pollution event occurs that requires D&J to notify the Oklahoma Corporation Commission, D&J will notify the Director of Public Works (“Director”) for the City, by telephone as soon as possible, and follow that notification with one in writing within twenty-four (24) hours of the event’s detection. Additionally, the Director shall be notified of the remedies to be performed. In the event of a pollution event, water samples will be provided to the City, and D&J will have samples of the water tested by an independent laboratory and upon receipt will provide test results to the City.
  9. D&J agrees that during all times that it or a D&J related entity operates the Peggy Saltwater Disposal Facility, it will maintain with a reputable company a policy of general liability insurance, including coverage for surface and underground pollution, including seepage, leakage and catastrophic water pollution in an amount equal to two million dollars (\$2,000,000.00) per occurrence per aggregate. Such insurance coverage shall be from a company with at least an “AA” by Best and the City will be included as an additional insured. A copy of such insurance binder shall at all times be on file in the office of the City Clerk for the City of Enid, and shall be maintained in full force and effect. The insurance policy shall specifically provide that the City shall receive at least thirty (30) days prior notice of any termination, cancellation or amendment to such policy. The provision of this insurance coverage shall not be constructed as a limitation of liability for D&J in the event of a pollution event, it being the agreement of the parties hereto that D&J agrees to indemnify the City for any and all damages caused or contributed to by the construction, operation or maintenance of the Peggy Saltwater Disposal Facility and Gathering System, lines and appurtenances.
  10. This agreement shall be governed by and interpreted in accordance with the laws of the State of Oklahoma. In the event either party to this agreement seeks to maintain an action in law or equity for damages and/or specified performance of any term of this agreement, venue for such action shall only be proper in appropriate District Court in addition to the conditions and agreements as set out herein, this agreement shall be further subject to the rules and regulations of the Oklahoma Corporation Commission and all Federal and Oklahoma State statutes and regulations.
  11. If any term or other provision of this agreement is held invalid, illegal or incapable of being enforced under any rule of law, all other conditions and provisions of this agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transaction contemplated hereby is not affected in materially adverse manner with respect to either party.



12. Any notice provided or permitted to be given under this agreement shall be in writing, and may be served by personal delivery or by depositing same in the United States mail, addressed to the party to be notified, postage prepaid, and registered or certified with return receipt requested. Notice deposited in the mail in the manner herein above described shall be deemed to have been given and received on the date of delivery as shown on the return receipt. Notice served in any other manner shall be deemed to have been given and received only if and when actually received by the addressee. For purposes of notice, the addresses of the parties shall be as follows:

D&J Oil Company Inc.  
Attn: Mr. John E. Donaldson  
4720 W. Owen K. Garriott Road  
Enid, OK 73703

The City of Enid  
Attn: Mr. Jerald Gilbert, City Manager  
401 W. Owen K. Garriott Road  
Enid, OK 73701

13. This agreement shall be binding upon D&J, its heirs, successors and assigns and shall be filed of record in the county records of Major County, Oklahoma.
14. This agreement may be executed in on or more counterparts, each of which shall be deemed original, but all of which together shall constitute one and the same instrument.
15. No waiver of any of the provision of this agreement shall be deemed or shall constitute a waiver of the other provisions hereof (whether or not similar), nor shall such a waiver constitute a continuing waiver unless otherwise expressly provided.

IN WITNESS WHEREOF, the parties have executed this amendment to the 1996 agreement between the parties as of the 4th day of October, 2017.

"D&J"  
D&J Oil Company Inc.,  
Mr. John E. Donaldson

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Signature

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

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William E. Shewey, Mayor

(SEAL)

ATTEST:

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Alissa Lack, City Clerk

Approved as to form and legality:

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Carol Lahman, Interim City Attorney

**City Commission Meeting**

**9.7.**

**Meeting Date:** 10/03/2017

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$1,285,698.05.**

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**Attachments**

Claimslist

JP Morgan Claimslist

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## PURCHASE ORDER CLAIMS LIST

10/3/2017

FUND 10 DEPT 000 - N.A.

01-01472	STAPLES ADVANTAGE	PO0144372	BINDERS/RUBBERBANDS/ST	\$12.46
01-01472	STAPLES ADVANTAGE	PO0144525	FILE POCKETS/STAPLES/ENVELOPES/ST	\$85.46
01-03661	RK BLACK, INC.	PO0144401	MONTHLY SERVICE 9/17	\$66.48
01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0144422	MONTHLY SERVICE 8/17	\$388.01
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0144320	MONTHLY SERVICE 8/17	\$1,068.83
01-05398	TARBOX, MARY	PO0144442	REFUND/SHELTER PERMIT	\$45.00
01-05399	REDBUD CONTRACTORS	PO0144461	REFUND/CONSTRUCTION PERMIT	\$316.00
01-05401	GUTHRIE, TAMARA	PO0144529	REFUND/SPAY FEE	\$100.00
01-08123	HOLDINGS FOOD STORE, INC.	PO0144438	DIESEL/ST	\$14,738.87
01-08123	HOLDINGS FOOD STORE, INC.	PO0144471	UNLEADED/ST	\$13,363.69
01-13089	MERRIFIELD OFFICE SUPPLY	PO0144377	SURGE PROTECTOR/PAPER/TAPE/ST	\$171.51
01-15125	OK GAS & ELECTRIC	PO0144398	MONTHLY SERVICE 9/17	\$188.76
01-15125	OK GAS & ELECTRIC	PO0144494	MONTHLY SERVICE 9/17	\$250.60
01-15125	OK GAS & ELECTRIC	PO0144495	MONTHLY SERVICE 8/17	\$65,989.54
01-15125	OK GAS & ELECTRIC	PO0144498	MONTHLY SERVICE 9/17	\$1,261.23
01-15127	OK NATURAL GAS	PO0144317	MONTHLY SERVICE 8/17	\$664.66
01-15127	OK NATURAL GAS	PO0144318	MONTHLY SERVICE 8/17	\$931.67
01-15127	OK NATURAL GAS	PO0144319	MONTHLY SERVICE 8/17	\$804.46
01-15127	OK NATURAL GAS	PO0144400	MONTHLY SERVICE 8/17	\$241.65
01-19047	AT & T	PO0144521	MONTHLY SERVICE 9/17	\$2,819.77
			N.A. TOTAL	<u>\$103,508.65</u>

FUND 10 DEPT 100 - ADM. SERVICES

01-01227	AUTRY VO-TECH CENTER	PO0144476	MASTER EXEC LEADERSHIP SERIES	\$1,200.00
01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$741.23
01-16145	PETTY CASH	PO0144527	REIMB/TRAVEL (5)/HOSPITAL TRIP	\$91.11
			ADM. SERVICES TOTAL	<u>\$2,032.34</u>

FUND 10 DEPT 110 - HUMAN RESOURCES

01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$100.34
01-02196	VALIR OUTPATIENT CLINICS	PO0144469	PHYSICALS (8)	\$1,200.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0144464	SECURITY CONSOLE 9/17	\$20.00
01-05017	ENID TYPEWRITER CO., INC.	PO0144466	PRINTS	\$49.22
01-16004	PDQ PRINTING	PO0144463	CONTACT CARDS (200)	\$95.00
01-18022	RUSCO PLASTICS	PO0144465	RETIREMENT PLAQUE/R GRIFFITH	\$32.95
			HUMAN RESOURCES TOTAL	<u>\$1,497.51</u>

FUND 10 DEPT 120 - LEGAL SVCS.

01-01255	INDEPENDENT MEDICAL EXAMS	PO0144332	WC/MEDICAL	\$177.62
01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	(\$123.43)
01-02131	LEXISNEXIS	PO0144381	PROFESSIONAL SERVICE 8/17	\$474.00
01-03022	CULLIGAN OF ENID	PO0144366	BOTTLED WATER	\$19.50
01-03053	NORTHWEST SHREDDERS, LLC	PO0144464	SECURITY CONSOLE 9/17	\$80.00
01-03701	TYLER TECHNOLOGIES, INC.	PO0144450	SUBSCRIPTION FEES 7/17	\$1,891.58
01-03701	TYLER TECHNOLOGIES, INC.	PO0144539	SUBSCRIPTION FEES 6/17	\$1,957.89
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0144334	WC/ATTORNEY FEES	\$11.00
01-03902	MCGIVERN & GILLIARD A PROFESSIONAL	PO0144370	WC/ATTORNEY FEES	\$169.40
01-03921	EXPRESS SCRIPTS, INC.	PO0144484	WC/MEDICAL	\$461.98
01-03921	EXPRESS SCRIPTS, INC.	PO0144537	WC/MEDICAL	\$297.18
01-03921	EXPRESS SCRIPTS, INC.	PO0144510	WC/MEDICAL	\$239.24
01-04328	INTEGRIS MEDICAL GROUP	PO0144331	WC/MEDICAL	\$79.86
01-05117	CENTRALINK CARE MGMT	PO0144485	WC/MEDICAL	\$300.48
01-05266	FIRSTCHOICE HEALTHCARE, P.C.	PO0144329	WC/MEDICAL	\$333.04
01-13089	MERRIFIELD OFFICE SUPPLY	PO0144377	REPORT COVERS/LABELS	\$87.85
01-16145	PETTY CASH	PO0144535	REIMB/TRAVEL/OSIA CONF/C STEIN	\$92.24
01-33380	OPFER, DAVID	PO0144301	WC/MEDICAL	\$317.36
01-33380	OPFER, DAVID	PO0144402	WC/MEDICAL	\$317.36
			LEGAL SVCS. TOTAL	<u>\$7,184.15</u>

FUND 10 DEPT 140 - SAFETY

01-01163	ADVANCED WATER SOLUTIONS	PO0144344	WATER COOLER RENTAL 9/17	\$8.50
01-01227	AUTRY VO-TECH CENTER	PO0144453	SAFETY TRAINING 8/17	\$265.00
01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$2,270.94
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0144368	DRUG SCREEN/HEP B VACCINE	\$100.00
			<u>SAFETY TOTAL</u>	<u>\$2,644.44</u>

FUND 10 DEPT 150 - PR/MARKETING

01-00052	AVERY, LOREN	PO0144439	CHEROKEE STRIP PARADE VIDEO	\$1,500.00
01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$1,339.41
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0144341	COPIER USAGE 8/17	\$50.00
01-16145	PETTY CASH	PO0144527	REIMB/TRAVEL/3 CMA CONF/S KIME	\$62.51
			<u>PR/MARKETING TOTAL</u>	<u>\$2,951.92</u>

FUND 10 DEPT 200 - GENERAL GOVERNMENT

01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$1,842.54
01-04116	DOWNTOWN THREADS	PO0144382	SHIRT EMBROIDERY/R JANZEN	\$4.75
01-04116	DOWNTOWN THREADS	PO0144480	COE LOGO SHIRTS (2)/G PANKONIN	\$105.46
01-04261	AMAX SIGN COMPANY, INC.	PO0144517	2017 WALK OF FAME PLAQUES (3)	\$903.75
01-05391	ELROD, DENNIS	PO0144304	TORT CLAIM	\$309.01
01-05393	MCGEE, STEVE & LINDA	PO0144307	REIMB/SANITARY SEWER CHARGES	\$4,121.34
01-16145	PETTY CASH	PO0144535	REIMB/TRAVEL/OML CONF/J WADDEL	\$126.55
01-16145	PETTY CASH	PO0144531	REIMB/FILING FEES	\$131.00
01-36830	MAIN STREET ENID, INC.	PO0143740	LOCAL PROGRAM FUNDING 10/17	\$6,250.00
01-39700	GARFIELD CO. LEGAL NEWS	PO0144365	PUBLICATIONS	\$522.55
01-39700	GARFIELD CO. LEGAL NEWS	PO0144479	PUBLICATIONS	\$1,772.50
			<u>GENERAL GOVERNMENT TOTAL</u>	<u>\$16,089.45</u>

FUND 10 DEPT 210 - ACCOUNTING

01-00085	PITNEY BOWES	PO0144360	POSTAGE METER INK/TAPE	\$238.19
01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$630.76
01-03053	NORTHWEST SHREDDERS, LLC	PO0144464	SECURITY CONSOLE 9/17	\$20.00
			<u>ACCOUNTING TOTAL</u>	<u>\$888.95</u>

FUND 10 DEPT 220 - RECORDS & RECEIPTS

01-01472	STAPLES ADVANTAGE	PO0144372	CHAIR MAT/REGISTER TAPE	\$125.68
01-01472	STAPLES ADVANTAGE	PO0144525	CASH DRAWERS (2)/TRAY	\$296.76
01-02403	ASSOCIATION OF PUBLIC TREASURERS	PO0144302	CASH HANDLING MANUAL	\$50.00
01-03022	CULLIGAN OF ENID	PO0144366	BOTTLED WATER	\$13.00
01-16145	PETTY CASH	PO0144531	REIMB/DRAWER SHORTAGE (2)	\$109.00
			<u>RECORDS &amp; RECEIPTS TOTAL</u>	<u>\$594.44</u>

FUND 10 DEPT 250 - INFORMATION TECHNOLOGY

01-01768	AT&T INTERNET SERVICES, INC.	PO0144441	MONTHLY INTERNET SERVICE 8/17	\$1,062.00
01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$161.41
			<u>INFORMATION TECHNOLOGY TOTAL</u>	<u>\$1,223.41</u>

FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

01-01472	STAPLES ADVANTAGE	PO0144372	INK CARTRIDGES (2)	\$356.98
01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$225.00
01-16145	PETTY CASH	PO0144527	REIMB/MEAL/MAPC MTG	\$85.00
			<u>COMMUNITY DEVELOPMENT TOTAL</u>	<u>\$666.98</u>

FUND 10 DEPT 350 - CODE ENFORCEMENT

01-00092	CONSTRUCTION INDUSTRIES BOARD	PO0144369	UNLIMITED MECH INSPECT LICENSE/C SMITH	\$35.00
01-00092	CONSTRUCTION INDUSTRIES BOARD	PO0144533	PROVISIONAL LICENSE/A RASMUSON	\$35.00
01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$187.00
01-02639	RON'S MOWING SERVICE	PO0144376	MOW/1711 E CHESTNUT	\$70.00
01-02639	RON'S MOWING SERVICE	PO0144376	MOW/1705 E CHESTNUT	\$70.00
01-02639	RON'S MOWING SERVICE	PO0144376	MOW/OLD POST RD LOT	\$140.00
01-03053	NORTHWEST SHREDDERS, LLC	PO0144464	SECURITY CONSOLE 9/17	\$20.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0144467	WAREHOUSE PARTS 8/17	\$16.43
01-04732	DEAL LAWN CARE	PO0144337	MOW/1559 N QUINCY	\$75.00
01-04732	DEAL LAWN CARE	PO0144337	MOW/706 N 6TH	\$75.00
01-04732	DEAL LAWN CARE	PO0144337	MOW/601 N MALONE	\$75.00
01-04732	DEAL LAWN CARE	PO0144337	MOW/1904 E BROADWAY	\$75.00
01-04732	DEAL LAWN CARE	PO0144337	MOW/456 E STATE	\$75.00
01-04732	DEAL LAWN CARE	PO0144337	MOW/1111 E CHEROKEE	\$75.00
01-04732	DEAL LAWN CARE	PO0144337	MOW/1403 W ELM	\$75.00
01-04732	DEAL LAWN CARE	PO0144337	MOW/1402 E ELM	\$150.00
01-04732	DEAL LAWN CARE	PO0144337	MOW/5813 WILL ROGERS	\$75.00
01-04732	DEAL LAWN CARE	PO0144337	MOW/1225 E MAPLE	\$75.00
01-04732	DEAL LAWN CARE	PO0144337	MOW/5809 WILL ROGERS	\$75.00
01-04732	DEAL LAWN CARE	PO0144375	MOW/401 W ILLINOIS	\$75.00
01-04732	DEAL LAWN CARE	PO0144375	MOW/1122 E CHEROKEE	\$75.00
01-04732	DEAL LAWN CARE	PO0144446	MOW/379 E POPLAR	\$75.00
01-04732	DEAL LAWN CARE	PO0144505	MOW/305 SOMBERO	\$75.00
01-04766	CLM MOWING	PO0144335	MOW/1721 N ADAMS	\$60.00
01-04766	CLM MOWING	PO0144335	MOW/1202 N 6TH	\$60.00
01-05087	JACKSON'S WRECKING & DEMOLITION CO	PO0143875	DEMO/518 N 5TH	\$3,100.00
01-05295	GORE GROUND WORKZ	PO0144338	MOW/470 E ILLINOIS	\$65.00
01-05295	GORE GROUND WORKZ	PO0144338	MOW/2609 S VAN BUREN	\$120.00
01-05295	GORE GROUND WORKZ	PO0144338	MOW/219 W HACKBERRY	\$120.00
01-05295	GORE GROUND WORKZ	PO0144338	MOW/1028 N 5TH	\$65.00
01-05295	GORE GROUND WORKZ	PO0144338	MOW/1909 W WALNUT	\$120.00
01-05295	GORE GROUND WORKZ	PO0144338	MOW/2705 N MADISON	\$65.00
01-05295	GORE GROUND WORKZ	PO0144338	MOW/1609 N ADAMS	\$65.00
01-05295	GORE GROUND WORKZ	PO0144378	MOW/209 W HACKBERRY	\$65.00
01-05295	GORE GROUND WORKZ	PO0144378	MOW/518 N 5TH	\$65.00
01-05295	GORE GROUND WORKZ	PO0144378	MOW/510 E CEDAR	\$120.00
01-05295	GORE GROUND WORKZ	PO0144378	MOW/2230 E CYPRESS	\$65.00
01-05295	GORE GROUND WORKZ	PO0144378	MOW/734 N MALONE	\$65.00
01-05295	GORE GROUND WORKZ	PO0144378	MOW/623 N 7TH	\$65.00
01-05295	GORE GROUND WORKZ	PO0144378	MOW/502 S LINCOLN	\$65.00
01-05295	GORE GROUND WORKZ	PO0144378	MOW/433 S LINCOLN	\$65.00
01-05295	GORE GROUND WORKZ	PO0144507	MOW/454 E WABASH	\$65.00
01-05295	GORE GROUND WORKZ	PO0144507	MOW/106 W ASH	\$65.00
01-05324	BIG K MOWING	PO0144327	MOW/1724 W GARRIOTT	\$75.00
01-05328	E & H TREE TRIMMING AND REMOVAL, L	PO0144326	TREE REMOVAL/1218 E CYPRESS	\$200.00
01-16145	PETTY CASH	PO0144534	REIMB/FILING FEES	\$571.00
01-80177	ALVARADO'S QUALITY MOWING	PO0144328	MOW/1402 E PINE	\$350.00
01-80177	ALVARADO'S QUALITY MOWING	PO0144374	MOW/1918 E ASH	\$64.00
01-80177	ALVARADO'S QUALITY MOWING	PO0144519	MOW/2817 W LONGVIEW	\$64.00
01-80177	ALVARADO'S QUALITY MOWING	PO0144519	MOW/426 S BUCHANAN	\$64.00
01-80177	ALVARADO'S QUALITY MOWING	PO0144519	MOW/1218 N 11TH	\$64.00
01-80177	ALVARADO'S QUALITY MOWING	PO0144519	MOW/510 E RANDOLPH	\$64.00
01-80177	ALVARADO'S QUALITY MOWING	PO0144519	MOW/563 N 11TH	\$165.00
			<b>CODE ENFORCEMENT TOTAL</b>	<b>\$7,999.43</b>

FUND 10    DEPT 400 - ENGINEERING

01-00818	KIM ALLEN APPRAISALS	PO0144316	APPRAISAL FEE/COE PROPERTY	\$1,500.00
01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$676.30
01-02456	PRO PRESENTERS, LLC	PO0141627	AUDIO/VIDEO SYSTEM	\$330.75
01-02465	PICTOMETRY	PO0139098	G-1701C PIPE LINE ROUTE AERIAL	\$13,505.00
01-03927	GEOSHACK, INC.	PO0144481	PAINT/FLAGGING	\$251.14
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0144467	WAREHOUSE PARTS 8/17	\$34.78
01-05271	INTEGRAL CONSULTING, INC.	PO0141212	G-1704A PROJECT MGMT	\$1,620.80
01-13036	MESSER BOWERS	PO0144418	NOTARY BOND/D EICHELBERGER	\$30.00
01-13089	MERRIFIELD OFFICE SUPPLY	PO0144355	NOTARY STAMP/D EICHELBERGER	\$26.00
01-16145	PETTY CASH	PO0144526	REIMB/NOTARY BOND/D EICHELBERGER	\$10.00

01-16145	PETTY CASH	PO0144526	REIMB/TRAVEL/SCAUG CONF/J NICKEL	\$133.22
01-16145	PETTY CASH	PO0144526	REIMB/TRAVEL/OFMA CONF/C GDANSKI	\$110.21
			<u>ENGINEERING TOTAL</u>	<u>\$18,228.20</u>

FUND 10 DEPT 700 - PUBLIC WORKS MGMT

01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$179.78
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0144320	MONTHLY SERVICE 8/17	\$9.77
			<u>PUBLIC WORKS MGMT TOTAL</u>	<u>\$189.55</u>

FUND 10 DEPT 710 - FLEET MAINTENANCE

01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$518.61
01-02515	ENID EYE OPTICAL, INC.	PO0144434	SAFETY GLASSES/R DAWSON	\$102.00
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0144467	WAREHOUSE PARTS 8/17	\$12,147.97
			<u>FLEET MAINTENANCE TOTAL</u>	<u>\$12,768.58</u>

FUND 10 DEPT 730 - PARKS & RECREATION

01-00146	CINTAS CORPORATION LOC. 624	PO0144389	UNIFORM RENTALS (15)	\$180.51
01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$11,705.27
01-04131	UNITED RENTALS (NORTH AMERICA), IN	PO0144412	BOOM RENTAL	\$596.54
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0144467	WAREHOUSE PARTS 8/17	\$2,184.40
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0144320	MONTHLY SERVICE 8/17	\$49.71
01-05270	ZALOUDEK, FW & SONS	PO0144406	V166/V544/V547 MOWER REPAIR	\$1,529.24
01-05293	CIVICPLUS	PO0144403	SOFTWARE FEES 5/17	\$100.00
01-05293	CIVICPLUS	PO0144413	SOFTWARE FEES 8/17	\$100.00
01-05402	GERBER TABLES, LLC	PO0144530	GALVANIZED TABLES (12)	\$2,019.29
01-16145	PETTY CASH	PO0144527	REIMB/TOLLS/PESTICIDE CONF/D RAKESTRAW	\$6.50
01-37340	PROFESSIONAL TREE CARE	PO0144407	TREE REMOVAL	\$500.00
			<u>PARKS &amp; RECREATION TOTAL</u>	<u>\$18,971.46</u>

FUND 10 DEPT 740 - STRMWTR & ROADWAY MAINT.

01-00146	CINTAS CORPORATION LOC. 624	PO0144364	UNIFORM RENTALS (34)	\$186.70
01-00146	CINTAS CORPORATION LOC. 624	PO0144389	UNIFORM RENTALS (17)	\$93.35
01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$1,417.60
01-02382	WINFIELD SOLUTIONS, LLC	PO0144419	HERBICIDE	\$940.48
01-04033	DOLESE BROTHERS CO., INC.	PO0144387	F-1807 CRUSHER RUN	\$518.34
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0144467	WAREHOUSE PARTS 8/17	\$4,400.95
01-04949	APS FIRECO OKLAHOMA CITY, LLC	PO0144349	FIRE EXT LABELS (2)	\$10.00
01-05005	ENID CONCRETE CO., INC.	PO0144358	CONCRETE	\$455.00
01-05005	ENID CONCRETE CO., INC.	PO0144373	CONCRETE	\$253.13
01-05005	ENID CONCRETE CO., INC.	PO0144449	CONCRETE	\$2,616.25
01-05114	HRT SERVICE COMPANY, LLC.	PO0142914	MOW/RIGHT OF WAY	\$5,450.00
01-05270	ZALOUDEK, FW & SONS	PO0144352	MOWER FORKS (6)/BLADES (20)	\$1,341.47
01-05270	ZALOUDEK, FW & SONS	PO0144406	BOLTS	\$22.24
01-05270	ZALOUDEK, FW & SONS	PO0144454	V191 PULLEY BELT	\$132.58
01-05356	GOOD CHOICE CLEANING, LLC	PO0143065	MOW/CLEAN/RIGHT OF WAY	\$1,850.00
01-08022	HUGHES LUMBER CO., LLC	PO0144356	ANCHOR WEDGES (12)	\$23.05
01-13017	MUNN SUPPLY, INC.	PO0144348	CYLINDER RENTAL	\$17.83
01-33210	P & K EQUIPMENT, INC.	PO0144415	V933 SAFETY SIGN	\$15.39
01-50210	LOWE'S HOME CENTERS, INC.	PO0144353	PLASTIC SHEETING	\$47.46
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0144354	WEED EATER STRING	\$38.99
01-51190	JACK'S OUTDOOR POWER EQUIPMENT	PO0144405	CHAIN SAW REPAIR	\$183.57
01-59360	FASTENAL COMPANY	PO0144351	NUTS/BOLTS/CABLE TIES/WASHERS	\$45.80
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0144323	PROLINE PATCH	\$1,633.81
01-76250	LOGAN COUNTY ASPHALT COMPANY	PO0144448	PROLINE PATCH	\$1,645.59
01-80153	KINNUNEN, INC.	PO0144350	SIGN STAND	\$198.53
			<u>STRMWTR &amp; ROADWAY MAINT. TOTAL</u>	<u>\$23,538.11</u>

FUND 10 DEPT 750 - TECHNICAL SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0144364	UNIFORM RENTALS (17)	\$85.35
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01-00146	CINTAS CORPORATION LOC. 624	PO0144389	UNIFORM RENTALS (16)	\$85.25
01-00146	CINTAS CORPORATION LOC. 624	PO0144424	UNIFORM RENTALS (16)	\$85.25
01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$3,391.26
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0144467	WAREHOUSE PARTS 8/17	\$187.20
01-04707	PAVING MAINTENANCE SUPPLY	PO0144472	THERMOPLASTIC/GLASS BEADS	\$2,450.00
01-05005	ENID CONCRETE CO., INC.	PO0144373	CONCRETE	\$502.00
01-12015	LAMPTON WELDING SUPPLY, INC.	PO0144440	CONTROL BOX	\$542.60
			<u>TECHNICAL SERVICES TOTAL</u>	<u>\$7,328.91</u>

FUND 10 DEPT 900 - LIBRARY

01-00085	PITNEY BOWES	PO0144360	POSTAGE LEASE 9/17	\$86.59
01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$6,636.47
01-03053	NORTHWEST SHREDDERS, LLC	PO0144464	SECURITY CONSOLE 9/17	\$40.00
			<u>LIBRARY TOTAL</u>	<u>\$6,763.06</u>

FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS

01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$117.91
			<u>CAPITAL ASSETS &amp; PROJECTS TOTAL</u>	<u>\$117.91</u>

FUND 14 DEPT 145 - HEALTH FUND

01-04111	HOLMES MURPHY & ASSOCIATES, INC	PO0144468	BENEFIT CONSULTING 7/17-9/17	\$10,000.00
			<u>HEALTH FUND TOTAL</u>	<u>\$10,000.00</u>

FUND 20 DEPT 205 - AIRPORT

01-00540	SIMONS PETROLEUM, LLC	PO0144340	DYED DIESEL	\$456.37
01-01338	J & P SUPPLY, INC.	PO0144508	TOWELS/SOAP	\$211.43
01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$3,313.12
01-02712	FARMER BROS. CO.	PO0144487	COFFEE	\$99.68
01-02975	OHNESORGE, DAN	PO0144540	REIMB/TRAVEL/OML CONF/AFA CONV	\$1,286.27
01-03022	CULLIGAN OF ENID	PO0144343	SOLAR SALT	\$16.00
01-03022	CULLIGAN OF ENID	PO0144343	RO/WATER SOFTENER RENTAL 9/17	\$50.00
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0144386	STORMWATER PERMIT/APP FEE	\$447.71
01-04684	OROSCO, NANCY	PO0144324	JANITORIAL SERVICE 9/17	\$187.50
01-04694	SPRING-GREEN LAWN CARE	PO0144367	LAWN SERVICE 9/17	\$64.95
01-23076	WING AERO PRODUCTS, INC.	PO0144342	CHARTS/SECTIONALS	\$104.63
01-35300	UNIFIRST, INC.	PO0144380	MATS/MOPS/TOWELS	\$127.01
01-50210	LOWE'S HOME CENTERS, INC.	PO0144379	TRIMMER	\$37.92
01-80343	FENTRESS OIL COMPANY, INC.	PO0144391	OIL/ST	\$758.56
			<u>AIRPORT TOTAL</u>	<u>\$7,161.15</u>

FUND 22 DEPT 000 - GOLF STOCK

01-05230	POPE DISTRIBUTING CO, INC.	PO0144383	BEER/ST	\$187.05
01-05230	POPE DISTRIBUTING CO, INC.	PO0144384	BEER/ST	\$218.55
01-05230	POPE DISTRIBUTING CO, INC.	PO0144388	BEER/ST	\$358.65
01-05528	ANHEUSER-BUSCH, LLC.	PO0144303	BEER/ST	\$328.80
01-07022	GREAT PLAINS COCA-COLA	PO0144392	SNACK BAR/ST	\$295.99
01-07022	GREAT PLAINS COCA-COLA	PO0144393	SNACK BAR/ST	\$385.87
01-13145	MID-AMERICA WHOLESAL, INC.	PO0144315	SNACK BAR/ST	\$148.89
01-13145	MID-AMERICA WHOLESAL, INC.	PO0144394	SNACK BAR/ST	\$226.24
01-13145	MID-AMERICA WHOLESAL, INC.	PO0144399	SNACK BAR/ST	\$258.21
			<u>GOLF STOCK TOTAL</u>	<u>\$2,408.25</u>



FUND 22 DEPT 225 - GOLF

01-01338	J & P SUPPLY, INC.	PO0144408	HAND CLEANER	\$102.45
01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$417.11
01-02674	P & K EQUIPMENT, INC. STILLWATER	PO0144417	GOLF CART REPAIR/IDLER	\$27.50
01-03972	NATIONAL PEN CO., LLC	PO0144363	GOLF PENCILS (4320)	\$308.78
01-05134	ENID NEWS & EAGLE	PO0144361	ADVERTISING	\$340.00
01-05165	MOHAWK MATERIALS CO., INC	PO0144462	SAND	\$270.00
01-05341	JENLAR PRODUCTS, INC.	PO0144325	DEGREASER	\$287.35
01-05397	WITTEK	PO0144423	DRIVING RANGE TOKENS (500)	\$397.25
01-13017	MUNN SUPPLY, INC.	PO0144410	CYLINDER RENTAL	\$7.14
01-13145	MID-AMERICA WHOLESale, INC.	PO0144315	CUPS/LIDS/PICKLES/COOKIES	\$63.70
01-13145	MID-AMERICA WHOLESale, INC.	PO0144394	SNACK BAR SUPPLIES	\$83.16
01-13145	MID-AMERICA WHOLESale, INC.	PO0144399	SNACK BAR SUPPLIES	\$94.07
01-38830	LIGHTLE SAND & CONSTRUCTION CO.	PO0144478	SAND	\$1,126.23
01-65460	ACTSHON PEST CONTROL	PO0144362	PEST CONTROL 9/17	\$75.00
01-66210	YAMAHA MOTOR CORPORATION USA	PO0142933	GOLF CART LEASE 9/17	\$2,945.00
01-66210	YAMAHA MOTOR CORPORATION USA	PO0144536	GOLF CART LEASE 2/17	\$2,945.00
01-72030	EXPRESS PERSONNEL SERVICES, INC.	PO0144409	TEMP EMPLOYEES (2)	\$877.44
01-72030	EXPRESS PERSONNEL SERVICES, INC.	PO0144492	TEMP EMPLOYEES (2)	\$589.53
			<u>GOLF TOTAL</u>	<u>\$10,956.71</u>

FUND 30 DEPT 305 - STREET & ALLEY

01-00912	EAGLE CONCRETE	PO0143655	R-1801A STREET IMPROVEMENT	\$2,485.00
			<u>STREET &amp; ALLEY TOTAL</u>	<u>\$2,485.00</u>

FUND 31 DEPT 000 - E.M.A.

01-05399	REDBUD CONTRACTORS	PO0144461	REFUND/CONSTRUCTION PERMIT	\$659.85
			<u>E.M.A. TOTAL</u>	<u>\$659.85</u>

FUND 31 DEPT 230 - UTILITY BILLING

01-00793	ONESOURCE MANAGED SERVICES	PO0144430	COPIER USAGE 9/17	\$241.52
01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$7.50
01-03053	NORTHWEST SHREDDERS, LLC	PO0144464	SECURITY CONSOLE 9/17	\$20.00
01-04116	DOWNTOWN THREADS	PO0144428	COE JACKET/C MOORE	\$49.49
01-04306	ST MARY'S PHYSICIANS ASSOC., LLC.	PO0144483	WC/MEDICAL	\$98.60
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0144467	WAREHOUSE PARTS 8/17	\$12.91
01-05384	CORE & MAIN LP	PO0144429	REGISTER PINS (200)	\$26.00
			<u>UTILITY BILLING TOTAL</u>	<u>\$456.02</u>

FUND 31 DEPT 760 - SOLID WASTE SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0144364	UNIFORM RENTALS (18)	\$96.91
01-00146	CINTAS CORPORATION LOC. 624	PO0144389	UNIFORM RENTALS (8)	\$46.66
01-00146	CINTAS CORPORATION LOC. 624	PO0144389	SHOP TOWEL SERVICE	\$38.76
01-00146	CINTAS CORPORATION LOC. 624	PO0144425	UNIFORM RENTALS (18)	\$96.91
01-00146	CINTAS CORPORATION LOC. 624	PO0144490	UNIFORM RENTALS (19)	\$196.46
01-00146	CINTAS CORPORATION LOC. 624	PO0144490	SHOP TOWEL SERVICE	\$38.76
01-00490	SPACE SAVERS	PO0143365	QUICK COVERS (800 BAGS)	\$9,150.00
01-01017	ALBRIGHT STEEL & WIRE COMPANY	PO0144416	REBAR	\$22.88
01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$2,147.25
01-03022	CULLIGAN OF ENID	PO0144366	WATER COOLER RENTAL 9/17	\$8.50
01-03022	CULLIGAN OF ENID	PO0144366	BOTTLED WATER	\$19.50
01-03110	VERMEER GREAT PLAINS	PO0144491	V252 COOLANT SENSOR	\$242.12
01-03312	CAROLINA SOFTWARE, INC.	PO0144314	KEYPAD REPAIRS	\$691.51
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0144397	STORMWATER PERMIT/APP FEE	\$447.71
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0144467	WAREHOUSE PARTS 8/17	\$20,387.67
01-04328	INTEGRIS MEDICAL GROUP	PO0144371	WC/MEDICAL	\$79.86
01-04560	DOCUGUARD	PO0144268	RECYCLING CONTRACT 7/17	\$2,049.99
01-04560	DOCUGUARD	PO0144268	RECYCLING CONTRACT 8/17	\$2,374.63
01-04914	FORENSIC FLUIDS LABORATORIES, INC.	PO0144339	WC/MEDICAL	\$465.68
01-05207	EMPIRE FINANCIAL, LLC	PO0143924	2017 TRASH TRUCK LEASE/PETERBUILT 10/17	\$9,466.89

01-05207	EMPIRE FINANCIAL, LLC	PO0143925	2017 TRASH TRUCK LEASE/MAC 10/17	\$5,052.27
01-08018	HOTSY OF OKLAHOMA, INC.	PO0144426	CLEANER (2)	\$148.00
01-13017	MUNN SUPPLY, INC.	PO0144411	CYLINDER RENTAL	\$59.97
01-13017	MUNN SUPPLY, INC.	PO0144489	WELDING WIRE	\$67.67
01-71180	ROLL OFFS USA, INC.	PO0143371	HEAVY DUTY ROLL OFFS (7)	\$29,991.00
01-80246	ATWOODS	PO0144452	PAINT/SAW BLADES/SAW WHEEL	\$41.89
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0144414	DRILL BITS/RIVETS/BULBS	\$29.53
			<u>SOLID WASTE SERVICES TOTAL</u>	<u>\$83,458.98</u>

FUND 31 DEPT 785 - PUBLIC UTILITIES MGMT

01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$297.86
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0144386	STORMWATER PERMIT/APP FEE	\$447.71
01-04038	OK DEPT OF ENVIRONMENTAL QUALITY	PO0144397	STORMWATER PERMIT/APP FEE	\$447.71
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0144467	WAREHOUSE PARTS 8/17	\$15.30
			<u>PUBLIC UTILITIES MGMT TOTAL</u>	<u>\$1,208.58</u>

FUND 31 DEPT 790 - WATER PRODUCTION

01-01453	WESTERN HYDRO CORP.	PO0144322	SUBMERSIBLE MOTOR/PUMP	\$2,290.00
01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$770.99
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0144467	WAREHOUSE PARTS 8/17	\$853.46
			<u>WATER PRODUCTION TOTAL</u>	<u>\$3,914.45</u>

FUND 31 DEPT 795 - WATER RECLAMATION SERVICES

01-00146	CINTAS CORPORATION LOC. 624	PO0144364	UNIFORM RENTALS (13)	\$73.96
01-00146	CINTAS CORPORATION LOC. 624	PO0144389	UNIFORM RENTALS (13)	\$73.96
01-00146	CINTAS CORPORATION LOC. 624	PO0144488	UNIFORM RENTALS (13)	\$73.96
01-00917	HD SUPPLY WATERWORKS	PO0143048	BRASS VALVES/FITTINGS	\$4,343.50
01-00917	HD SUPPLY WATERWORKS	PO0143645	ANTENNAS (50)	\$12,500.00
01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$665.42
01-04033	DOLESE BROTHERS CO., INC.	PO0144359	ROCK	\$715.15
01-04033	DOLESE BROTHERS CO., INC.	PO0144387	ROCK	\$1,039.54
01-04033	DOLESE BROTHERS CO., INC.	PO0144437	CRUSHER RUN	\$198.35
01-04319	NAPA AUTO PARTS-WAREHOUSE	PO0144467	WAREHOUSE PARTS 8/17	\$4,653.67
01-04553	CIMARRON IRON & STEEL	PO0144357	WATER LIDS/FRAMES	\$107.20
01-05005	ENID CONCRETE CO., INC.	PO0144493	CONCRETE	\$261.00
01-05384	CORE & MAIN LP	PO0144477	PVC PIPE/MEGA LUGS/SLEEVE	\$1,564.07
01-13017	MUNN SUPPLY, INC.	PO0144348	CYLINDER RENTAL	\$49.92
01-13017	MUNN SUPPLY, INC.	PO0144489	CYLINDER RENTAL	\$9.30
01-15083	OK CONTRACTORS SUPPLY	PO0144447	METER SETTER/BOXES/VALVE/FLANGES	\$2,660.00
01-15083	OK CONTRACTORS SUPPLY	PO0144473	METER SETTER	\$1,100.00
01-80153	KINNUNEN, INC.	PO0144350	FLANGE	\$30.50
01-80153	KINNUNEN, INC.	PO0144427	FLANGES (2)	\$61.00
			<u>WATER RECLAMATION SERVICES TOTAL</u>	<u>\$30,180.50</u>

FUND 31 DEPT 799 - WASTEWATER PLANT MGMT

01-01178	ACCURATE, INC.	PO0144470	SAMPLE ANALYSIS	\$1,490.00
01-01178	ACCURATE, INC.	PO0144470	PHOSPHORUS/AMMONIA TESTS	\$2,492.17
01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$524.57
01-02141	BIO-AQUATIC TESTING, INC.	PO0144455	SAMPLE ANALYSIS	\$990.00
01-04429	STOVER & ASSOCIATES, INC	PO0143362	PLANT MGMT SERVICE 9/17	\$105,458.25
01-04967	ALFA LAVAL, INC.	PO0144321	BELT/SCRAPER BLADE/SEAM WIRE	\$2,307.11
01-05354	HAWKINS, INC.	PO0143054	POLYMER	\$2,599.70
01-05388	ROTEK SERVICES, INC.	PO0144396	BLOWER REPAIR	\$100.00
01-12015	LAMPTON WELDING SUPPLY, INC.	PO0144440	CONTROL BOX	\$542.60
01-65460	ACTSHON PEST CONTROL	PO0144456	PEST CONTROL 9/17	\$211.00
			<u>WASTEWATER PLANT MGMT TOTAL</u>	<u>\$116,715.40</u>

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

01-02687	RETAIL ATTRACTIONS, LLC	PO0143361	PROFESSIONAL SERVICE 9/17	\$6,000.00
			<u>E.E.D.A. TOTAL</u>	<u>\$6,000.00</u>

FUND 33 DEPT 335 - V.D.A.

01-00223	COOPER, MICHAEL G.	PO0144385	REIMB/TRAVEL/BRAC MEETING	\$110.39
01-00223	COOPER, MICHAEL G.	PO0143064	CONSULTING SERVICE	\$10,000.00
01-43101	NORTHWESTERN OK ST UNIVERSITY	PO0144515	TUITION ASSISTANCE/S COLBY	\$239.05
			<u>V.D.A. TOTAL</u>	<u>\$10,349.44</u>

FUND 40 DEPT 405 - CAPITAL IMPROVEMENT

01-04033	DOLESE BROTHERS CO., INC.	PO0144199	M-1706A CRUSHER RUN	\$4,210.66
01-04464	MTZ CONSTRUCTION, INC.	PO0142456	M-1706A PROFESSIONAL SERVICE	\$42,135.35
01-05272	DUIT CONSTRUCTION CO, INC.	PO0140753	R-1701A 66TH ST IMPROVEMENT	\$739,175.35
01-60230	RICK LORENZ CONSTRUCTION	PO0141905	M-1707A 2017 ADA COMPLIANCE	\$14,139.71
			<u>CAPITAL IMPROVEMENT TOTAL</u>	<u>\$799,661.07</u>

FUND 42 DEPT 425 - SANITARY SEWER FUND

01-01832	BURNS & MCDONNELL ENGINEERING CO.,	PO0143363	S-1706A PROFESSIONAL SERVICE	\$83,723.50
01-12007	LUCKINBILL, INC.	PO0135425	S-1609A 2016 SEWER REPAIR	\$19,150.42
			<u>SANITARY SEWER FUND TOTAL</u>	<u>\$102,873.92</u>

FUND 43 DEPT 435 - STORMWATER FUND

01-05050	ENVIROTECH	PO0107599	F-1302A PROFESSIONAL SERVICE	\$6,685.00
			<u>STORMWATER FUND TOTAL</u>	<u>\$6,685.00</u>

FUND 44 DEPT 445 - WATER CAP. IMPROVEMENT FUND

01-03707	DOERNER, SAUNDERS, DANIEL & ANDERS	PO0144451	W-1304A WATER RIGHTS	\$3,580.23
01-03707	DOERNER, SAUNDERS, DANIEL & ANDERS	PO0144451	W-1304B PROFESSIONAL SERVICE	\$60.00
01-05392	POLLARD FARMS LAND, LLC	PO0144308	W-1712A REIMB/PROPERTY DAMAGE	\$3,000.00
			<u>WATER CAP. IMPROVEMENT FUND TOTAL</u>	<u>\$6,640.23</u>

FUND 50 DEPT 505 - 911

01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0144457	COPIER LEASE/USAGE 9/17	\$173.71
01-66190	AT&T	PO0144474	MONTHLY SERVICE 9/17	\$1,141.53
			<u>911 TOTAL</u>	<u>\$1,315.24</u>

FUND 51 DEPT 515 - POLICE

01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$1,918.38
01-03053	NORTHWEST SHREDDERS, LLC	PO0144464	SECURITY CONSOLE 9/17	\$100.00
01-03453	SALTUS TECHNOLOGIES, LLC	PO0144513	BATTERIES (5)/CHARGERS (5)	\$268.65
01-04164	OK DEPT. OF PUBLIC SAFETY	PO0144458	OLETS FEE 9/17	\$350.00
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0144457	COPIER LEASE/USAGE 9/17	\$685.04
01-05400	STADLER, JONATHAN C.	PO0144482	WC/MEDICAL	\$7.88
01-05403	FITZWATER, DUSTIN L	PO0144532	WC/TRAVEL REIMB	\$58.32
01-07041	GALL'S, INC.	PO0143876	UNIFORM PATCHES (650)	\$992.00
01-16004	PDQ PRINTING	PO0144435	TIME CARDS (1000)	\$188.00
01-18022	RUSCO PLASTICS	PO0144433	NAME TAGS (4)	\$22.00
01-19044	SCHEFFE PRESCRIPTION SHOPS, INC.	PO0144432	VACCINE	\$120.00
01-30420	OLSON ANIMAL HOSPITAL, INC.	PO0144431	REIMB/EXAMINATION	\$59.60
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0144459	VACCINES (5)	\$250.00
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0144475	PENSION BOARD PHYSICALS (4)	\$1,900.00
01-46560	GROOM CLOSET	PO0144436	K9 DOG FOOD	\$35.52

01-50210	LOWE'S HOME CENTERS, INC.	PO0144421	NOZZLE/CLEANER/BRUSH/BASKET	\$54.43
01-65460	ACTSHON PEST CONTROL	PO0144456	PEST CONTROL 9/17	\$60.00
01-79290	SIGN SHACK THE	PO0144460	V2009 DECAL REPLACEMENT	\$65.00
01-80079	DIAGNOSTIC LAB	PO0144538	WC/MEDICAL/J ALLISON	\$213.81
			<u>POLICE TOTAL</u>	<u>\$7,348.63</u>

FUND 60    DEPT 605 - E.E.C.C.H.

01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$1,135.18
01-04656	CENTERPOINT ENERGY SERVICES, INC.	PO0144422	MONTHLY SERVICE 8/17	\$24.10
01-15127	OK NATURAL GAS	PO0144400	MONTHLY SERVICE 8/17	\$530.18
01-58431	CDW GOVERNMENT, INC.	PO0144149	TRIPP LITE SMART UPS	\$1,628.99
01-80045	CHISHOLM TRAIL EXPO CENTER	PO0144522	HOTEL TAX 8/17	\$44,888.63
			<u>E.E.C.C.H. TOTAL</u>	<u>\$48,207.08</u>

FUND 65    DEPT 655 - FIRE

01-00957	NAFECO	PO0144496	BOOTS	\$257.00
01-01227	AUTRY VO-TECH CENTER	PO0144499	RESPIRATOR FIT TEST	\$25.00
01-01476	NORTHERN SAFETY CO., INC.	PO0144511	RECHARGABLE BATTERIES (2)	\$139.32
01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$2,458.17
01-02018	BASS BAPTIST HEALTH CENTER - DALLA	PO0144330	WC/MEDICAL/A BOOKER	\$580.50
01-02363	CONRAD FIRE EQUIP., INC.	PO0144514	V1040 RELAY MODULE	\$83.64
01-02363	CONRAD FIRE EQUIP., INC.	PO0144514	V1042 SWITCH	\$155.49
01-03099	CHIEF FIRE & SAFETY CO., INC.	PO0144524	BUNKER GEAR	\$1,450.00
01-04207	FOUR J'S TIRE SERVICE, LLC	PO0144516	V1034 MOUNT/BALANCE TIRE	\$55.00
01-04949	APS FIRECO OKLAHOMA CITY, LLC	PO0144506	ANNUAL FIRE EXT INSPECTION	\$488.40
01-05154	XEROX GOVERNMENT SYSTEMS	PO0144041	FIREHOUSE SUPPORT RENEW 8/17-8/18	\$3,595.00
01-15132	O'REILLY AUTO PARTS, INC.	PO0144520	V1034 AC VALVE	\$7.96
01-15132	O'REILLY AUTO PARTS, INC.	PO0144520	V1029 POWER INVERTER	\$49.99
01-15132	O'REILLY AUTO PARTS, INC.	PO0144520	WIPER FLUID (12)/ADAPTERS (2)	\$37.46
01-16006	PHILLIPS PRINTING, INC.	PO0144503	SURVEY FORMS (300)	\$217.00
01-16006	PHILLIPS PRINTING, INC.	PO0144503	MEDICAL REPORTS (1000)	\$218.00
01-19004	SHERWIN-WILLIAMS CO., INC.	PO0144504	PAINT	\$136.88
01-19235	SOUTHWEST TRUCK PARTS, INC.	PO0144512	V1034 AC DRYER	\$27.62
01-20108	TOTAL COM, INC.	PO0144500	KNOX BOX REPAIR	\$160.50
01-32760	INTEGRIS BASS OCCUP. MEDICINE	PO0144528	PHYSICALS (32)	\$12,682.16
01-37890	OK STATE UNIVERSITY	PO0144501	CPR/AED CARDS (40)	\$200.00
01-58530	INTEGRIS OCC. EMPLOYEE HEALTH	PO0144497	PENSION BOARD PHYSICAL	\$475.00
01-78420	FOREMOST PROMOTIONS	PO0144509	PENCILS/BAGS (3500)	\$969.00
01-80473	ACE HARDWARE-SOUTHERN HARDLINES	PO0144518	PIPE CUTTER/SCREWDRIVER/MOP HEAD	\$58.87
			<u>FIRE TOTAL</u>	<u>\$24,527.96</u>

FUND 82    DEPT 825 - CLEET

01-03274	CLEET	PO0144305	MONTHLY REIMB 8/17	\$4,316.30
01-55470	OK STATE BUREAU INVESTIGATION	PO0144306	MONTHLY REIMB AFIS 8/17	\$2,384.22
01-55470	OK STATE BUREAU INVESTIGATION	PO0144306	MONTHLY REIMB FORENSIC 8/17	\$2,310.40
			<u>CLEET TOTAL</u>	<u>\$9,010.92</u>

FUND 99    DEPT 995 - EPTA

01-01783	JP MORGAN CHASE	PO0144486	CHASE PAYMENT	\$22.63
01-04661	OKLAHOMA COPIER SOLUTIONS, LLC	PO0144320	MONTHLY SERVICE 8/17	\$55.10
01-05386	VILLAGE TOURS & TRAVEL	PO0144225	CHARTER TOURS/HANOR EMPLOYEES	\$1,400.00
01-05396	YELLOW PAGES, INC.	PO0144404	ADVERTISING	\$179.00
01-19047	AT & T	PO0144395	MONTHLY SERVICE 9/17	\$286.18
01-65460	ACTSHON PEST CONTROL	PO0144523	PEST CONTROL 9/17	\$90.00
			<u>EPTA TOTAL</u>	<u>\$2,032.91</u>

FUND 70 DEPT 705 - CDBG

70-19037 STANDARD TESTING

PO0144420

P-1601A SOIL TESTING

\$880.00

CDBG TOTAL

\$880.00

COMBINED BREAKDOWN OF TOTALS

EMA

\$236,593.78

EEDA

\$6,000.00

EPTA

\$2,032.91

REMAINING FUNDS

\$1,285,698.05

TOTAL CLAIMS

\$1,530,324.74

## PURCHASING CARD CLAIMS LIST

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**FUND 10 DEPT 100 - ADMINISTRATIVE SERVICES**

AT&T*PREMIER EBIL	PO0144486	IPAD DATA PLAN 9/17	177.06
ENID WINNELSON CO	PO0144486	SOCKET WELD CHECK VALVE	107.50
GRIMSLEY'S, INC.	PO0144486	DEODORIZER	86.76
JUMBO FOODS	PO0144486	CAKES (3)/CHEROKEE STRIP BIRTHDAY	89.97
WW STARR LUMBER ENID	PO0144486	LUMBER/DRYWALL/SCREWS	279.94
<b>ADMINISTRATIVE SERVICES TOTAL</b>			<b>741.23</b>

**FUND 10 DEPT 110 - HUMAN RESOURCES**

SECRETARY OF STATE	PO0144486	NOTARY APPLICATION/E CVETNIC	26.00
STAPLES 00106633	PO0144486	BINDERS/DIVIDERS	74.34
<b>HUMAN RESOURCES TOTAL</b>			<b>100.34</b>

**FUND 10 DEPT 120 - LEGAL SERVICES**

A-LOFT TULSA	PO0144486	(CREDIT) REFUND LODGING	(273.81)
AMAZON MKTPLACE PMTS	PO0144486	SCANNER ROLLERS/DISPLAY ADAPTERS	150.38
<b>LEGAL SERVICES TOTAL</b>			<b>(123.43)</b>

**FUND 10 DEPT 140 - SAFETY**

AED SUPERSTORE	PO0144486	AUTOMATIC EXTERNAL DEFIBRILLATOR	1,356.90
AT&T*BILL PAYMENT	PO0144486	IPAD DATA PLAN 9/17	30.76
INTUIT *IN *APS FIRECO	PO0144486	FIRE EXTINGUISHER INSPECTION	88.28
NATIONAL SAFETY COU	PO0144486	NATIONAL SAFETY COUNCIL DUES/L ANGUIANO	795.00
<b>SAFETY TOTAL</b>			<b>2,270.94</b>

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

AMERICAN 0010262554876	PO0144486	BAGGAGE FEE/3CMA CONF/S KIME	25.00
AT&T*PREMIER EBIL	PO0144486	IPAD DATA PLAN 9/17	27.01
B&H PHOTO 800-606-696	PO0144486	BROADCAST EQUIPMENT/COUNCIL CHAMBERS	234.45
BEST BUY 00002204	PO0144486	TRIPOD/MONOPOD	46.98
HYATT REGENCY ORANGE C	PO0144486	LODGING/3CMA CONF/S KIME	660.03
OGGI'S GARDEN GROVE	PO0144486	MEAL/3CMA CONF/S KIME	18.40
VITEC VIDEOCOM INC	PO0144486	BROADCAST EQUIPMENT/COUNCIL CHAMBERS	327.54
<b>PR/MARKETING TOTAL</b>			<b>1,339.41</b>

**FUND 10 DEPT 200 - GENERAL GOVERNMENT**

AGENT FEE 89007079822872	PO0144486	TRAVEL AGENT FEE/NLC CONF/B SHEWEY	34.00
AMERICAN 00186160860546	PO0144486	AIRFARE/NLC CONF/B SHEWEY	346.90
AMERICAN PARKING LOT 1	PO0144486	PARKING/OML CONF/T WILSON	5.00
DILLY DELI	PO0144486	MEAL (2)/OML CONF	31.66
DOUBLETREE DOWNTOWN	PO0144486	LODGING CANCELLATION FEE/OML CONF/T WILSON	130.54
DOUBLETREE DOWNTOWN	PO0144486	LODGING/OML ANNUAL CONF/B SHEWEY	493.28
DOUBLETREE DOWNTOWN	PO0144486	LODGING/OML ANNUAL CONF/D NORWOOD	261.08
INT*IN *DOWNTOWN KITCH	PO0144486	DOOR PRIZE/OML CONF	75.00
KUM & GO #880	PO0144486	FUEL/OML CONF/T WILSON	52.70
MAMADOUS DOWNTOWN	PO0144486	MEAL/OML CONF/D NORWOOD	32.53
MCALISTER'S DELI 727	PO0144486	MEAL/COMMISSION MEETING	379.85
<b>GENERAL GOVERNMENT TOTAL</b>			<b>1,842.54</b>

**FUND 10 DEPT 210 - ACCOUNTING**

AT&T*PREMIER EBIL	PO0144486	IPAD DATA PLAN 9/17	30.76
AUTRY TECHNOLOGY CENTE	PO0144486	MASTER EXE LEADERSHIP/E CRAWFORD	600.00
<b>ACCOUNTING TOTAL</b>			<b>630.76</b>

# PURCHASING CARD CLAIMS LIST

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## FUND 10 DEPT 220 - RECORDS & RECEIPTS

AT&T*PREMIER EBIL	PO0144486	IPAD DATA PLAN 9/17	23.26
ATWOOD 01 ENID	PO0144486	CASTER	5.99
CDW GOVT #KDS8781	PO0144486	FIBER JUMPERS	132.16
<b>RECORDS &amp; RECEIPTS TOTAL</b>			<b>161.41</b>

## FUND 10 DEPT 300 - COMMUNITY DEVELOPMENT

NCARB RENEWAL	PO0144486	NCARB RENEWAL/C BAUER	225.00
<b>COMMUNITY DEVELOPMENT TOTAL</b>			<b>225.00</b>

## FUND 10 DEPT 350 - CODE ENFORCEMENT

AMAZON MKTPLACE PMTS	PO0144486	SMART MEASURE TOOL	71.95
AT&T*PREMIER EBIL	PO0144486	IPAD DATA PLAN/TABLET PLAN 9/17	115.05
<b>CODE ENFORCEMENT TOTAL</b>			<b>187.00</b>

## FUND 10 DEPT 400 - ENGINEERING

CATTLEMANS STEAKHOUSE	PO0144486	MEAL (2)/OFMA CONF	59.86
EMBASSY SUITES NORMAN	PO0144486	LODGING (2)/OFMA CONF	364.00
EMBASSY SUITES NORMAN	PO0144486	MEALS/OFMA CONF/J GATES	3.50
MCALISTER'S DELI #728	PO0144486	MEAL (2)/OFMA CONF	16.82
SECRETARY OF STATE	PO0144486	FILING FEE/NOTARY/EICHELBERGER	26.00
SPRINGHILL SUITES	PO0144486	LODGING/SCAUG CONF/J NICKEL	206.12
<b>ENGINEERING TOTAL</b>			<b>676.30</b>

## FUND 10 DEPT 700 - PUBLIC WORKS MGMT

ACTSHON PEST CONTROL	PO0144486	PEST CONTROL	125.00
AT&T*BILL PAYMENT	PO0144486	IPAD DATA PLAN 9/17	54.78
<b>PUBLIC WORKS MGMT TOTAL</b>			<b>179.78</b>

## FUND 10 DEPT 710 - FLEET MGMT

AMAZON MKTPLACE PMTS	PO0144486	MONITOR ADAPTER/TAGS/BATTERIES	106.33
AT&T*BILL PAYMENT	PO0144486	IPAD DATA PLAN 9/17	54.77
ENID WINNELSON CO	PO0144486	URINAL REPAIR KIT/DRAIN CLEANER	78.26
SHERWIN WILLIAMS 70718	PO0144486	PAINT SUPPLIES	18.69
STAPLES 00106633	PO0144486	INK CARTRIDGE	42.48
WM SUPERCENTER #499	PO0144486	MONITOR/COFFEE	218.08
<b>FLEET MGMT TOTAL</b>			<b>518.61</b>

## FUND 10 DEPT 730 - PARKS & RECREATION

ACE HDWE	PO0144486	FITTINGS	35.92
ALBRIGHT STEEL WIRE EN	PO0144486	CHAINLINK FENCE REPAIR/CROSSLIN	793.60
AMAZON MKTPLACE PMTS	PO0144486	HANDLES/DOOR CLOSERS/SIGNS/SINK	1,171.98
AMAZON.COM	PO0144486	EAR PLUGS (6)	133.19
AT&T*BILL PAYMENT	PO0144486	IPAD DATA PLAN 9/17	115.54
ATWOOD 01 ENID	PO0144486	WASHING SUPPLIES/ANTIFREEZE/RATCHET STRAPS	106.85
CHEM CAN BUILDING & CO	PO0144486	PORTABLE TOILET RENTAL	1,413.43
EMBASSY SUITES NORMAN	PO0144486	EMPLOYEE ERROR/REIMB VIA CHECK	21.25
ENID WINNELSON CO	PO0144486	PLUMBING FITTINGS	104.78
F.W. ZALOUDEK CO.	PO0144486	SPINDLE PULLEY	129.58
F.W. ZALOUDEK CO.	PO0144486	V166 BELTS/SPACER UNIT	381.16
FASTENAL COMPANY01	PO0144486	BOLTS	13.56
FBB*KINGSIZE TEL ORD	PO0144486	LOGO SHIRTS (2)/K BOEHM	79.97

## PURCHASING CARD CLAIMS LIST

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HERTZ EQUIPMENT	PO0144486	TILLER RENTAL	85.21
INDUSTRIAL MATERIALS	PO0144486	LOCKING DOOR HANDLE	45.00
JACK'S OUTDOOR POWER E	PO0144486	TRIMMER LINE/OIL/SPOOLS/CAPS	445.84
JACK'S OUTDOOR POWER E	PO0144486	V508 LIFT CYLINDER/MODULE/LABOR	895.38
JACK'S OUTDOOR POWER E	PO0144486	V509 MOWER REPAIR/PARTS	942.35
JCPENNEY.COM	PO0144486	LOGO SHIRTS (4)/K BOEHM	64.58
JP SUPPLY-WALKER VACUU	PO0144486	CLEANER/TOILET PAPER	251.50
LOCKE SUPPLY - ENID	PO0144486	FITTINGS/BULBS/GLUE/PRIMER	193.66
LOWES #00205*	PO0144486	FITTINGS/FLOWERS/CLAMPS/PAINT/TURF	13,323.52
MUNN SUPPLY	PO0144486	WELDING GAS/WIRE	120.66
NRPA-CONGRESS	PO0144486	NRPA CONF REGISTRATION/C OBRIEN	595.00
PAYPAL *AUTONOMYLLC	PO0144486	MOVIE IN THE PARK EQUIPMENT RENTAL	250.00
PAYPAL *CURTOONS	PO0144486	ADVERTISING/CULTURAL COMMUNITY EVENT	150.00
RAPIDWRISTBANDS.COM	PO0144486	COMMUNITY CULTURAL WRISTBANDS (250)	141.00
ROYCE ROLLS RINGER CO	PO0144486	TOILET PAPER DISPENSERS (15)	775.05
SMITH DISTRIBUTING CO	PO0144486	EDGER	42.50
SP * AIR PLANT DESIGN	PO0144486	PLANTS	47.98
T J MAXX #1339	PO0144486	PLANT CONTAINERS	11.98
TRAFFICSAFETYWAREHOUSE	PO0144486	CONE STABILIZERS (50)	700.00
WAL-MART #0499	PO0144486	CORK BOARD/PINS	11.44
WEE TOO RESTAURANT	PO0144486	MEAL (6)/DEPT MEETING	66.00
WM SUPERCENTER #499	PO0144486	FOAMBOARD (2)/BACKPACK	45.81
<b>PARKS &amp; RECREATION TOTAL</b>			<b>23,705.27</b>

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

ALBRIGHT STEEL WIRE EN	PO0144486	F-1807 EXPANSION MATERIAL	33.70
ALBRIGHT STEEL WIRE EN	PO0144486	REBAR/EXPANSION JOINT	98.51
AT&T*BILL PAYMENT	PO0144486	IPAD DATA PLAN 9/17	54.78
KINNUNEN SALES AND REN	PO0144486	JACKHAMMER RENTAL	71.50
LAND O LAKES INC	PO0144486	SPRAYING CLASS/B WRIGHT	550.00
LUCKINBILL INC	PO0144486	STORM DRAIN PIPE	118.30
SIGNWAREHOUSE.COM	PO0144486	LAMINATE/INK CARTRIDGES (2)	366.00
WM SUPERCENTER #499	PO0144486	MOP HEADS	31.72
WW STARR LUMBER ENID	PO0144486	F-1807 LUMBER	93.09
<b>STRMWTR &amp; ROADWAY MAINT TOTAL</b>			<b>1,417.60</b>

**FUND 10 DEPT 750 -TECHNICAL SERVICES**

ACE HDWE	PO0144486	HOSE BARBS/PRY BAR	69.16
ENID WINNELSON CO	PO0144486	HYDRANT KEY	15.56
FASTENAL COMPANY01	PO0144486	BOLTS	21.93
FIBERTRONICS, INC	PO0144486	FIBER JUMPERS	259.97
INTERSTATE ALL BATTERY	PO0144486	BATTERIES/BATTERY BACKUP	792.00
KINNUNEN SALES AND REN	PO0144486	GENERATOR/SAW/DRILL BITS/BLADES	1,884.72
LOWES #00205*	PO0144486	INSECTICIDE	27.92
PARTMASTER	PO0144486	CONCRETE BIT	124.90
SHERWIN WILLIAMS 70718	PO0144486	PISTON LUBE	12.99
STUART C IRBY	PO0144486	BULBS/PHOTO CELL	79.41
WHITTON SUPPLY CO	PO0144486	CHAIN BINDER	70.62
WW STARR LUMBER ENID	PO0144486	SHOVELS	32.08
<b>TECHNICAL SERVICES TOTAL</b>			<b>3,391.26</b>

**FUND 10 DEPT 900 - LIBRARY**

AED SUPERSTORE	PO0144486	AED CABINET/WALL SIGN/KEY CHAINS/PINS	360.58
ALDI 75012	PO0144486	MEAL/LUNCH & LEARN	21.26



## PURCHASING CARD CLAIMS LIST

10-3-17

AMAZON MKTPLACE PMTS	PO0144486	BOOK/FLAGS (4)	121.06
AMAZON.COM	PO0144486	BOOKS (5)	66.92
ATWOOD 01 ENID	PO0144486	ROPE	9.99
BAKER & TAYLOR - BOOKS	PO0144486	BOOKS (46)	649.73
BRODART SUPPLIES	PO0144486	BOOKS (25)	320.09
BRODART SUPPLIES	PO0144486	M-1717 BOOKS (62)	975.15
CAFE GARCIA	PO0144486	MEAL (15)/LIBRARY BOARD MEETING	144.70
CAPSTONE	PO0144486	M-1717 BOOKS (60)	3,702.04
HOBBY-LOBBY #0008	PO0144486	PROGRAM SUPPLIES	6.97
INDUSTRIAL MATERIALS	PO0144486	DOOR SWEEPS	18.00
JUMBO FOODS	PO0144486	PROGRAM SUPPLIES	13.65
MERRIFIELD OFFICE & SC	PO0144486	PAGE FLAGS (4)	19.02
STAPLES 00106633	PO0144486	PROGRAM SUPPLIES	46.68
STAPLES DIRECT	PO0144486	TRASH BAGS/PAPER TOWELS	149.77
WM SUPERCENTER #499	PO0144486	MEAL/LUNCH & LEARN	10.86
<b>LIBRARY TOTAL</b>			<b>6,636.47</b>

**FUND 10 DEPT 955 - CAPITAL ASSETS & PROJECTS**

ENID IRON & METAL CO	PO0144486	M-1713A ALUMINUM	47.60
LAMPTON WELDING SUP EN	PO0144486	M-1713A ALUMINUM WIRE	20.75
OSBURN SIGNS INC	PO0144486	M-1713A LAMINATE	49.56
<b>CAPITAL ASSETS &amp; PROJECTS TOTAL</b>			<b>117.91</b>

**FUND 20 DEPT 205 - AIRPORT**

AMAZON MKTPLACE PMTS	PO0144486	SAFETY SHIRTS (3)	36.98
AMAZON.COM	PO0144486	FUEL METERS (2)/EAR MUFFS (3)	357.34
DOWNTOWN THREADS	PO0144486	POKER RUN T-SHIRTS	772.53
LOCKE SUPPLY WE ENID	PO0144486	LIGHT FIXTURES	656.16
MYRON CORP	PO0144486	CALENDARS (80)	314.16
QT PETROLEUM ON DEMAND	PO0144486	GOLD SERVICE PLAN 11/17-10/18	995.00
QT PETROLEUM ON DEMAND	PO0144486	SELF SERVE KIOSK COVER	111.75
STUART C IRBY	PO0144486	LIGHT BULBS	26.22
WM SUPERCENTER #499	PO0144486	PILOT SNACKS	42.98
<b>AIRPORT TOTAL</b>			<b>3,313.12</b>

**FUND 22 DEPT 225 - GOLF**

ATWOOD 01 ENID	PO0144486	BOLTS	1.38
JUMBO FOODS	PO0144486	SNACKBAR SUPPLIES	23.75
LOWES #00205*	PO0144486	CONE CUPS	21.92
OREILLY AUTO #0188	PO0144486	BELT/GATOR	5.22
PAYPAL *DRAGONLASER	PO0144486	LASER POINTER	117.99
RC REPAIRCLINIC.COM	PO0144486	CARBURETOR	115.00
SAVE A LOT #24925	PO0144486	SNACKBAR SUPPLIES	22.51
WAL-MART #0499	PO0144486	PAPER	32.70
WM SUPERCENTER #499	PO0144486	SNACKBAR SUPPLIES	76.64
<b>GOLF TOTAL</b>			<b>417.11</b>

**FUND 31 DEPT 230 - UTILITY SERVICES**

SCHIEBER S DONUTS & DE	PO0144486	MEAL (8)/EMP APPRECIATION	7.50
<b>UTILITY SERVICES TOTAL</b>			<b>7.50</b>

**FUND 31 DEPT 760 - SOLID WASTE**

2000 CED	PO0144486	RECEPTICLES/JUNCTION BOXES	95.00
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**PURCHASING CARD CLAIMS LIST**

10-3-17

AT&T*BILL PAYMENT	PO0144486	IPAD DATA PLAN 9/17	319.39
DANDY'S DONUTS	PO0144486	MEAL (14)/SAFETY MEETING	15.98
LOWES #00205*	PO0144486	PAINT/SUPPLIES	379.56
MAZZIO'S ITALIAN EATER	PO0144486	MEAL (12)/DEPT MEETING	57.00
SCHIEBER S DONUTS & DE	PO0144486	MEAL (30)/DEPT MEETING	30.00
SIGNWAREHOUSE.COM	PO0144486	LAMINATE/INK CARTRIDGE	364.00
WASTEQUIP GO TO PARTS	PO0144486	DUMPSTER LIDS	886.32
		<b>SOLID WASTE TOTAL</b>	<b>2,147.25</b>

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

2000 CED	PO0144486	RECEPTICLES/JUNCTION BOXES	95.00
ACTSHON PEST CONTROL	PO0144486	PEST CONTROL	125.00
AT&T*BILL PAYMENT	PO0144486	IPAD DATA PLAN 9/17	74.02
MERRIFIELD OFFICE & SC	PO0144486	STAPLES	3.84
		<b>PUBLIC UTILITIES MGMT TOTAL</b>	<b>297.86</b>

**FUND 31 DEPT 790 - WATER PRODUCTION**

ACE HDWE	PO0144486	WIRE BRUSH/INSECTICIDE	43.13
AT&T*BILL PAYMENT	PO0144486	IPAD DATA PLAN 9/17	54.78
ATWOOD 01 ENID	PO0144486	BALL HITCH/PIN	131.95
CARPARTS *	PO0144486	V300 HEADLIGHT LENS (2)	157.06
KINNUNEN SALES AND REN	PO0144486	LIFTING STRAP/TIE DOWN STRAP	121.08
LOCKE SUPPLY WHC ENID	PO0144486	PVC AIR DUCT PIPING	138.55
LOWES #00205*	PO0144486	SCREENING MATERIAL/CABLE TIES	23.26
STUART C IRBY	PO0144486	OVERLOAD/FUSE	77.07
WAKO LLC	PO0144486	FITTING	24.11
		<b>WATER PRODUCTION TOTAL</b>	<b>770.99</b>

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

AT&T*BILL PAYMENT	PO0144486	IPAD DATA PLAN 9/17	161.84
ATWOOD 01 ENID	PO0144486	HARDWARE	8.49
DEPT OF ENV QUALITY	PO0144486	WASTEWATER C CLASS/CERT/B LECKIE	124.00
ENID WINNELSON CO	PO0144486	COUPLINGS/STRAINER/P TRAP	70.00
KINNUNEN SALES AND REN	PO0144486	STARTER RECOIL	76.28
MUNN SUPPLY	PO0144486	OXYGEN	22.87
SHERWIN WILLIAMS 70718	PO0144486	PAINT	57.25
SQU*SQ *DAYLIGHT DONUT	PO0144486	MEAL (7)/DEPT MEETING	13.98
WAKO LLC	PO0144486	SPRAY WAND/WASHER RINGS	130.71
		<b>WATER RECLAMATION SVS TOTAL</b>	<b>665.42</b>

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

ELLIOTT ELECTRIC SUPPL	PO0144486	FUSES	294.00
ENID WINNELSON CO	PO0144486	COUPLINGS	144.92
LOWES #00205*	PO0144486	FLOOR PLUGS	63.25
WAL-MART #0499	PO0144486	LAB SUPPLIES	22.40
		<b>WASTEWATER PLANT MGMT TOTAL</b>	<b>524.57</b>

**FUND 51 DEPT 515 - POLICE**

2000 CED	PO0144486	CAT 5 WIRING	79.50
ABM PARKING WRWA 0118	PO0144486	PARKING FEE/INVESTIGATION	36.00
AMERICAN 0010262805386	PO0144486	BAGGAGE FEES/INVESTIGATION	100.00
BADGE EXPRESS	PO0144486	KEY FOBS (100)	424.00
BROOKWOOD BBQ M CLT	PO0144486	MEAL (2)/INVESTIGATION	30.16

## PURCHASING CARD CLAIMS LIST

10-3-17

CHICK-FIL-A #03881	PO0144486	MEAL (3)/CLEET TRAINING	20.97
CHILI'S ADA	PO0144486	MEAL (3)/CLEET TRAINING	39.55
COTTON PATCH CAFE - 96	PO0144486	MEAL (3)/CLEET TRAINING	44.69
DOLLAR RENT A CAR	PO0144486	RENTAL CAR/INVESTIGATION	144.54
FAIRFIELD INN	PO0144486	LODGING (2)/INVESTIGATION	341.64
HOOTERS OF WINSTON SAL	PO0144486	MEAL (2)/INVESTIGATION	33.14
LOVE S COUNTRY00000513	PO0144486	V96 FUEL/CLEET TRAINING	34.53
MERRIFIELD OFFICE & SC	PO0144486	CREDIT CARD MACHINE PAPER	12.72
MURPHY6578ATWALMART	PO0144486	V96 FUEL/CLEET TRAINING	24.94
OUTBACK 3451	PO0144486	MEAL (2)/INVESTIGATION	58.66
PHILLIPS 66 - CTS 545	PO0144486	V96 FUEL/CLEET TRAINING	35.46
PRAIRIE KITCHEN	PO0144486	MEAL (6)/CLEET TRAINING	52.14
PZA E CLT	PO0144486	MEAL (2)/INVESTIGATION	26.91
RED ROBIN NO 462	PO0144486	MEAL (3)/CLEET TRAINING	41.50
RUBY TUESDAY #4378	PO0144486	MEAL (2)/INVESTIGATION	34.00
SANTA FE CATTLE COMPAN	PO0144486	MEAL (6)/CLEET TRAINING	107.75
SPEEDWAY 07936 514	PO0144486	RENTAL CAR/FUEL/INVESTIGATION	18.00
STAPLES 00106633	PO0144486	PAPER PROTECTORS	13.79
UPS (800) 811-1648	PO0144486	SHIPPING FEES	13.66
WAL-MART #0499	PO0144486	CLEANING SUPPLIES	129.92
WHATABURGER 1080	PO0144486	MEAL (3)/CLEET TRAINING	20.21
<b>POLICE TOTAL</b>			<b>1,918.38</b>

**FUND 60 DEPT 605 - EECCH**

DMI* DELL HLTHCR/PTR	PO0144486	DESKTOP COMPUTER	886.18
PAYPAL *HHCADSALES	PO0144486	GSTARCAD LICENSE	249.00
<b>EECCH TOTAL</b>			<b>1,135.18</b>

**FUND 65 DEPT 655 - FIRE**

ALERT ALL CORP	PO0144486	FIRE SAFETY STICKERS	224.00
AMAZON MKTPLACE PMTS	PO0144486	CPR POCKET MASKS/CABLE	128.79
ATWOOD 01 ENID	PO0144486	CHAMOIS/SILICONE/GASKETS/EPOXY	143.40
EVT CERTIFICATION COMM	PO0144486	EVT TESTING	130.00
FASTENAL COMPANY01	PO0144486	SCREWS	4.92
FASTENAL COMPANY01	PO0144486	SCREWS	7.71
FELD FIRE	PO0144486	GLOVES (8)/HELMET/FACESHIELDS(4)	927.40
INTUIT PAYME*IN *HEAT	PO0144486	EVT CONF REGISTRATION (2)	400.00
JACK'S OUTDOOR POWER E	PO0144486	LEAF BLOWER	239.99
LAZZARS HCRCNOW COM	PO0144486	V1029 FLOOR JACK REPAIR KIT	29.50
LOWES #00205*	PO0144486	PAINT	10.56
SCHEFFE PRESCRIPTI	PO0144486	CPR MASK (2)	19.90
STAPLES 00106633	PO0144486	INK CARTRIDGE/MONITOR WIPES/FLASH DRIVES	114.96
UNITED LINEN	PO0144486	KITCHEN/SHOP TOWELS	36.68
WM SUPERCENTER #499	PO0144486	BANDAGES/TAPE	40.36
<b>FIRE TOTAL</b>			<b>2,458.17</b>

**FUND 99 DEPT 995 - EPTA**

OREILLY AUTO #0188	PO0144486	V8568 WAX/DETAILING GLUE	15.98
USPS PO 3928270415	PO0144486	SHIPPING FEES	6.65
<b>EPTA TOTAL</b>			<b>22.63</b>

**JP MORGANCHASE CLAIMS LIST TOTAL** **\$ 57,696.58**

**City Commission Meeting**

**12.1.**

**Meeting Date:** 10/03/2017

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$236,593.78.**

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**Attachments**

Claimslist

JP Morgan Claimslist

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**City Commission Meeting**

**15.1.**

**Meeting Date:** 10/03/2017

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$6,000.00.**

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**Attachments**

Claimslist

JP Morgan Claimslist

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**City Commission Meeting**

18.1.

**Meeting Date:** 10/03/2017

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

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**SUBJECT:**

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

**BACKGROUND:**

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

**RECOMMENDATION:**

Approve resolution.

**PRESENTER:**

Mary Beth Williams, General Manager EPTA

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**Attachments**

Resolution

Contract

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## RESOLUTION

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

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

WHEREAS, the Enid Public Transportation Authority, ("EPTA") submitted a Fiscal Year 2018 Application for financial assistance; and,

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

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

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

APPROVED AND EXECUTED this 3<sup>RD</sup> day of October, 2017.

Enid Public Transportation Authority

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William E. Shewey, Chairman

ATTEST:

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Alissa Lack, City Clerk

Approved as to Form and Legality:

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Carol Lahman, Interim City Attorney



**STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION  
STATE PUBLIC TRANSIT REVOLVING FUND PROGRAM  
STATE FISCAL 2018  
PROJECT NO: STPTRF-9025(363), JOB PIECE NO. 26091(13),  
GARFIELD COUNTY  
AGREEMENT NO. RF2018-08**

This Agreement made and entered into by and between the Oklahoma Department of Transportation, hereinafter called the "**DEPARTMENT**", acting for and on behalf of the State of Oklahoma, the Governor's designee for the administration of the State Public Transit Revolving Fund and the **Enid Public Transportation Authority**, hereinafter referred to as the "**AGENCY**", for the purpose of providing financial assistance pursuant to the Public Transit Revolving Fund, Section 4031 of Title 69 of the Oklahoma Statutes, as amended, hereinafter referred to as the "**FUND**", and subject to the following terms and conditions. The above stated parties to this contract will hereinafter be referred to collectively, as the **PARTICIPANT** or **PARTICIPANTS**.

**WITNESSETH:**

**WHEREAS**, Section 4031 of Title 69 of the Oklahoma Statutes created a revolving fund for the DEPARTMENT designated as the "Public Transit Revolving Fund" for the purpose of establishing, expanding, improving and maintaining rural and urban public transportation services; and,

**WHEREAS**, \$5,750,000.00 has been allocated to the FUND for establishing, expanding, improving and maintaining rural and urban public mass transportation services; and,

**WHEREAS**, Ninety-five percent or \$5,462,500.00 of the aforementioned FUND is available to existing public mass transportation programs; and,

**WHEREAS**, Eligible entities shall be defined as those entities receiving federal financial assistance through the Federal Transit Administration's Block Grant for Urbanized Areas and Formula Grant Program for Areas Other Than Urbanized Areas, 49 U.S. C., Sections 1607a and 1614, respectively, and other public mass transportation programs provided by entities, municipalities, and community action programs which have submitted an audited financial statement showing total reported vehicle revenue mileage for the prior year to the **DEPARTMENT**; and,

**WHEREAS**, The DEPARTMENT has determined that the AGENCY is an eligible entity to participate in the aforementioned FUND; and,

**WHEREAS**, The DEPARTMENT desires to distribute said FUND to eligible existing public mass transportation providers. The PARTICIPANTS hereto agree as follows:

**SECTION 1: PURPOSE OF AGREEMENT**

The purpose of this Agreement is to state the terms, conditions and mutual understanding of the parties as to the manner in which the distribution of monies from the State Public Transit Revolving Fund is to be carried out.

## **SECTION 2: PROGRAM SCOPE**

The funding allocated from the Public Transit Revolving Fund by the DEPARTMENT is budgeted for the purpose of establishing, expanding, improving and maintaining rural and urban public mass transportation service; available funds may also be used for local share or matching funds for the purpose of federal capital or operating grants. Prior to the allocation of funds from the Public Transit Revolving Fund, each eligible entity desiring monies from the Public Transit Revolving Fund shall provide to the Department, a proposed budget outlining the proposed use of the monies for the corresponding fiscal year. Any eligible entity not submitting a proposed budget shall be deemed to waive any claim to available funds from the Public Transit Revolving Fund for the corresponding fiscal year. All funds distributed among the eligible entities shall be audited to ensure compliance with applicable law and the latest available audited financial statement shall be provided to the DEPARTMENT.

Eligible entity receiving funds from the Public Transit Revolving Fund shall expend a minimum of fifty percent (50%) of their allocated funding for services for the Elderly and the Disabled. Available program funds shall not be subject to the Central Purchasing Act, Section 85.1 et seq. of Title 74 of the Oklahoma Statutes. However, any equipment purchased with available funds, shall be subject to the Central Purchasing Act added by Laws 1990, c. 250, § 3, operative July 1, 1990 as amended.

## **SECTION 3: TIME FOR PERFORMANCE**

This Agreement shall be in effect for a period, which will commence on the date indicated that the DEPARTMENT has executed this Agreement and extend through June 30, 2018. It is understood and agreed upon between the parties hereto that the DEPARTMENT is subject to certain funding restrictions which prevent the DEPARTMENT from making a commitment that obligates the DEPARTMENT to pay any funds beyond the aforementioned Agreement period.

## **SECTION 4: COMPENSATION**

The DEPARTMENT agrees to distribute said monies to the AGENCY on the basis of three billings. The first billing of \$16,287.00 shall be payable on or after November 1, 2017. The second billing shall be for \$16,287.00, payable on or after February 15, 2018. The final payment shall be for \$16,288.00 and shall be due on or after June 1, 2018. The maximum amount of funds available to the AGENCY under this Agreement shall not exceed FORTY EIGHT THOUSAND EIGHT HUNDRED SIXTY TWO DOLLARS (\$48,862.00). Unused funds at the end of the contract period will go back into the general Revolving fund to be redistributed the following fiscal year.

Compensation for services performed under this Agreement will be based on the number of vehicle revenue miles of service provided, using the AGENCY's actual audited vehicle revenue mileage records. A vehicle revenue mile shall be defined as a mile operated by vehicles available for public transportation services. Deadhead miles shall not be eligible for reimbursement and are defined as miles traveled while moving a revenue vehicle in other than revenue service. A revenue vehicle shall be defined as a vehicle used to provide public mass transportation services for which

remuneration is normally required. The DEPARTMENT shall not be obligated to provide funding to the AGENCY beyond the limits of funds available in the FUND for the corresponding fiscal year.

The DEPARTMENT will make three payments to the AGENCY based upon properly prepared invoices supplied by the DEPARTMENT and executed by the AGENCY.

The mileage upon which payment is to be made shall be that mileage reported by the AGENCY to the United States Secretary of Transportation, as required by U.S.C., Section 1611, as amended, or as reported on the DEPARTMENT's approved data intake form for the previous year. Other eligible public mass transit services provided by entities, municipalities, and community action programs shall submit an audited financial statement showing total reported mileage for the prior year to the DEPARTMENT as described in the Program Scope section of this agreement. The DEPARTMENT, based on evidence provided by the applicant, shall determine if any entity meets the criteria of being a public transit program and therefore to take part in the FUND. The vehicle revenue miles for all eligible entities shall be added together to form a total. This total vehicle revenue mileage shall be divided into the total dollars available in the FUND to arrive at a per mile rate to be used to calculate the maximum amount of funds available to each eligible entity for the fiscal year.

## **SECTION 6: CHANGE MODIFICATIONS**

No changes or alterations, modification or amendment of any term or condition of this Agreement shall be effective unless reduced to writing and executed with same formalities that are observed in the execution of this Agreement.

## **SECTION 7: GOVERNING LAWS AND REGULATIONS**

This Contract shall be governed and implemented in accordance with the laws of the State of Oklahoma and the applicable rules, regulations, policies, and procedures of the Oklahoma Transportation Commission. Venue for any action to construe or have enforced any provision of this Contract shall be in the District Court of Oklahoma County, State of Oklahoma.

## **SECTION 8: DISPUTE RESOLUTION**

The parties hereto have entered into this Contract in the State of Oklahoma and the laws of the State of Oklahoma shall apply. The parties agree to bargain in good faith in direct negotiation to achieve resolutions of any dispute and, if such efforts are unsuccessful, to retain a neutral mediation service to mediate the dispute prior to filing court action. Mediation shall be conducted in the Oklahoma City area and the costs of such mediation shall be borne equally by the parties. If mediation is not successful, venue for any action brought to enforce the terms of this Contract shall be Oklahoma County, State of Oklahoma. Each party shall bear any costs and attorney fees incurred by that party in such litigation.

## **SECTION 9: ACCESS TO RECORDS AND AUDIT REQUIREMENT**

The AGENCY and its subcontractors shall maintain all books, documents, papers, accounting records, instructions receipts, vouchers, memoranda and other evidence pertaining to funding associated with this agreement and to make such materials available at its respective offices at all reasonable times, during the agreement period and for three (3) years from the date of final payment under the agreement. The AGENCY shall permit inspections by representatives of the Department, and if requested, to the State Auditor and Inspector, or any other authorized representatives of the state governments.

The AGENCY hereby certifies that all records shall be maintained in accordance with generally accepted accounting principles and shall conform to the standards set forth in the U.S. Department of Transportation 49 CFR Part 18, "*Uniform Administration Requirements for Grants and Cooperative Agreements to State and Local Government*", as amended.

## **SECTION 10: THIRD PARTY AGREEMENTS**

Unless otherwise authorized in writing by the DEPARTMENT, the AGENCY shall not assign any portion of this Agreement by executing any subcontract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement.

## **SECTION 11: TERMINATION**

The DEPARTMENT may terminate the project and cancel this Agreement by giving thirty (30) days written notice if the continuation of the program, in the DEPARTMENT's opinion, would not produce beneficial results commensurate with the further expenditure of funds.

The DEPARTMENT may, by written notice to the AGENCY, terminate this Agreement for any of the following reasons:

1. The AGENCY discontinues providing transportation services as outlined within their proposal. The AGENCY takes any action pertaining to this Agreement without the approval of the DEPARTMENT and which, under the conditions established by this Agreement, would have required the approval of the DEPARTMENT.
2. The DEPARTMENT determines that the AGENCY is not utilizing available funds as outlined in Section 4031 of Title 69 of the Oklahoma Statutes.
3. The commencement, execution, or timely completion by the AGENCY is, for any reason, rendered improbably, impossible, or illegal.
4. The AGENCY shall be in default under any provision of this Agreement.
5. By mutual agreement and consent of the PARTICIPANTS hereto this Agreement may be terminated.

6. Termination of the FUND will result in immediate expiration of this Agreement.

## **SECTION 12: COVENANT AGAINST CONTINGENT FEES**

The AGENCY warrants that it has not employed or retained any company or person specifically to solicit or secure this Agreement, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability.

## **SECTION 13: EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the execution of this Agreement, the AGENCY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The AGENCY shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AGENCY further agrees to insert similar provisions in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

## **SECTION 14: TITLE VI – CIVIL RIGHT ACT OF 1964**

The AGENCY shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the Regulations of the Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21 as amended), and the assurances by the CONTRACTOR pursuant thereto.

## **SECTION 15: HOLD HARMLESS CLAUSE**

The AGENCY shall hold harmless the DEPARTMENT from all claims and liability due to its negligent acts or omissions or the negligent acts or omissions of its subcontractors, agents or employee under this Agreement, including but not limited to negligent injury or damage to persons or property and the interference with the contract rights of others.

## **SECTION 16: PRIOR UNDERSTANDING**

This Agreement incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the PARTICIPANTS.

## **SECTION 17: SERVICES TO THE ELDERLY AND THE DISABLED**

By executing this Agreement, the AGENCY does hereby certify that, at a minimum, fifty percent (50%) of the funding provided by this agreement shall be spend for services for the elderly and the Disabled.

## **SECTION 18: INSURANCE**

The AGENCY shall obtain and maintain for the duration of the Agreement from a licensed carrier duly authorized to offer policies of liability insurance and to do business in the State of Oklahoma, an insurance policy in the face amount of not less than one million dollars (\$1,000,000). Said insurance policy is to protect the AGENCY against claims and suits in law or equity, alleging negligence on the part of said AGENCY, his agents or employees and demands for compensation for damages to either persons or property.

The AGENCY shall further obtain in amounts as specified by law, Worker's Compensation Insurance for all persons employed by the AGENCY, said policy to be obtained from a company authorized to provide such insurance in the State of Oklahoma.

The AGENCY shall provide the DEPARTMENT, for the inclusion in the agreement file, copies of certificates of insurance evidencing coverage as to both workers' compensation and liability, said copies to be furnished to the DEPARTMENT within five (5) working days of execution of this Agreement.

## **SECTION 19: GOVERNING LAW AND REGULATIONS**

This Agreement shall be governed and construed in accordance with the laws of the State of Oklahoma and the applicable rules, regulation, policies and procedures of the Oklahoma Transportation Commission.

## **SECTION 20: HEADINGS**

Article headings used in this Agreement are inserted for convenience of reference only and shall not be deemed a part of this Agreement for any purpose.

## **SECTION 21: BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the DEPARTMENT and the AGENCY and shall be binding upon their successors and subject to the limitation of Oklahoma Law.

## **SECTION 22: SEVERABILITY**

This agreement shall be construed in conformation with the Constitution and Laws of the State of Oklahoma. The provisions of this agreement shall be considered as several. In the event that any provision of the agreement is determined by a court of competent jurisdiction, to be contrary to the Constitution of Law of the State of Oklahoma, such finding shall not invalidate the remaining provisions of this agreement if the same shall permit completion of work set forth in this contract. Venue for any action to construe or

have enforced any provision of this agreement shall be in District Court of Oklahoma County, State of Oklahoma.

## **SECTION 19: NOTICE**

All notices, demands requests or other communications which may be or are required to be given, served or sent by either party to the other pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or sent:

If intended for the DEPARTMENT, by mailing by first class mail, by registered or certified mail, with postage prepaid, addressed to:

Transit Programs Division  
Department of Transportation  
200 N.E. 21<sup>st</sup> Street Room, C – 1B  
Oklahoma City, OK 73105-3204

If intended for the AGENCY, by mailing by first class mail, by registered or certified mail, with postage prepaid, addressed to:

Enid Public Transportation Authority  
1502 W. Poplar  
Enid, OK 73703-3344

**ATTACHMENT D**  
**EXECUTION OF AGREEMENT**

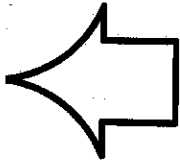
IN WITNESS HEREOF, the CONTRACTOR has executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2017; and the DEPARTMENT has executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**FOR THE AGENCY**

Enid Public Transportation Authority

\_\_\_\_\_  
William Shewey  
Mayor

\_\_\_\_\_  
Federal Tax I. D. Number



State of: OKLAHOMA ) ss:  
County of: GARFIELD )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017

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

\_\_\_\_\_  
Commission Expiration Date

AFFIX SEAL

\_\_\_\_\_  
Commission Number

**FOR THE DEPARTMENT**

STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION

REVIEWED AND RECOMMENDED  
FOR APPROVAL

APPROVED AS TO FORM

\_\_\_\_\_  
Ernestine Mbroh, Manager                      Date  
Transit Programs Division

\_\_\_\_\_  
David Miley    Date  
Assistant General Counsel

\_\_\_\_\_  
Russell Hulin    Date  
Director of Finance and Administration





**State of Oklahoma  
Department of Central Services  
Central Purchasing Division**

**Certification for Competitive  
Bid and/or Contract  
(Non-Collusion Certification)**

*A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.*

Solicitation or Purchase Order #: \_\_\_\_\_

Supplier Legal Name: Enid Public Transportation Authority

**SECTION I [74 O.S. Section 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state 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 letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

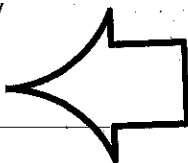
**SECTION II [74 O.S. Section 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.



\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
William Shewey  
Printed Name

\_\_\_\_\_  
Mayor  
Title

\_\_\_\_\_  
(580) 616-7356  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number



**City Commission Meeting**

**18.2.**

**Meeting Date:** 10/03/2017

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**SUBJECT:**

**APPROVAL OF CLAIMS IN THE AMOUNT OF \$2,032.91.**

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**Attachments**

Claimslist

JP Morgan Claimslist

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